

COLLECTIVE AGREEMENT

Between

WESTFAIR FOODS LTD.
REAL CANADIAN SUPERSTORE,
DISTRIBUTION CENTRE & EXTRA FOODS
In British Columbia

And



UNITED FOOD AND COMMERCIAL WORKERS UNION,
LOCAL NO. 247

Chartered by the United Food and Commercial
Workers International Union, CLC

TERM OF AGREEMENT

August 2, 2009 – August 1, 2015

FOURTH PRINTING

Errors and Omissions Excepted.

Dear Member:

This is your Union Collective Agreement. It represents the progress and efforts of many years of negotiations. Please read it and make sure you are receiving the benefits to which you are entitled.

Only by insisting on your rights, and refusing to let anyone abrogate them, can the Agreement be kept strong and meaningful. Any abuse of the Collective Agreement tends to undermine and weaken it.

Let's respect the Agreement; let's keep it strong and meaningful.

Make full use of your Shop Stewards.

SUZANNE HODGE
President

DAN GOODMAN
Secretary-Treasurer

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COLLECTIVE AGREEMENT

THIS AGREEMENT MADE THIS 26th DAY OF NOVEMBER, 2010.

BETWEEN: WESTFAIR FOODS LTD., carrying on business in the province of British Columbia, hereinafter referred to as

“THE EMPLOYER”

AND: THE UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 247, chartered by Union Food and Commercial Workers International Union, CLC, hereinafter referred to as

“THE UNION”

WHEREAS: The Employer and the Union desire to co-operate in establishing and maintaining conditions which will promote a harmonious relationship between the Employer and the employees covered by this agreement, and provide methods for a fair and amicable adjustment of disputes which may arise between them.

ARTICLE 1 – BARGAINING AGENCY

- 1.1** Westfair Foods Ltd. recognizes the United Food and Commercial Workers Union, Local 247 as the exclusive bargaining agent for its employees in British Columbia covered by this Collective Agreement employed at:
- (a) “The Real Canadian Superstore”
 - (b) “Western Grocers”
 - (c) “Extra Foods” stores owned and operated by Westfair Foods Ltd.
- 1.2** Department Managers, Price Checkers, Store Administrators, Pharmacists, Undergraduate Pharmacists, Opticians, Undergraduate Opticians and those above the rank of Department Manager are specifically excluded from the bargaining unit and are not covered by this agreement.

ARTICLE 2 – CLARIFICATION OF TERMS

- 2.1** In this Agreement, wherever the words “he”, “his”, “her” or “him” appear, it shall be construed as meaning any employee, male or female. Wherever the words “employee” or “employees” appear, it shall mean any person or persons covered by this Agreement.

ARTICLE 3 – UNION SECURITY

3.1 Every employee who is now or hereafter becomes a member of the Union shall maintain his membership in the Union as a condition of his employment, and every new employee whose employment commences hereafter, shall, within thirty-seven (37) hours after the commencement of his employment, apply for and maintain membership in the Union as a condition of employment

3.2 The Employer agrees to provide each new employee, at the time of employment, with material outlining to the employee, his responsibility in regard to Union membership as supplied by the Union and outlining the provisions of Article 16.1, 16.2 of this Agreement, and to provide the Union, in writing, with the name and address of each employee to whom they have presented the material, along with the employee's date of hire; contents of the material 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.

The Employer will also provide all new employees with a copy of the current collective agreement.

3.3 Union Security

No employee shall be discharged, disciplined or discriminated against for any lawful Union activity, or for serving on a Union committee or for reporting to the

Union the violation of any provisions of this Agreement. Instances of alleged violation of the foregoing will be brought to the attention of the Labour Relations Manager, and a full investigation by the parties will follow. The above will be subject to the grievance procedure. Any alleged harassment will be dealt with by the Company.

- 3.4** Where an employee alleges that sexual harassment has occurred on the job, the employee shall have the right to grieve under the Collective Agreement.

ARTICLE 4 – DEDUCTION OF UNION DUES

- 4.1** The Employer agrees to deduct from the wages of each employee, initiation fees, Union dues, and assessments that are authorized by a regular and proper vote of the membership of the Union.

It is the responsibility of the employee to maintain membership in good standing as outlined in the International Constitution and the Local Union Policy.

The Employer further agrees, automatically, to deduct Union dues from the wages of new employees.

- 4.2** The Employer shall remit once each accounting period to the Union:
- a) monies deducted from the wages of its employees for Union initiation, fees, dues, assessments and hours paid;

- b) a statement showing each employee's name from whom deductions were made, and the amount of the deduction;
- c) a statement showing the names of the employees terminated and hired during the preceding accounting period;
- d) a statement provided twice annually, in January and July, showing the name, home address, telephone number, social insurance number and postal code of all bargaining unit employees.

Commencing with the first week of employment, Initiation Fees shall be deducted in ten (10) weekly instalments.

ARTICLE 5 – BASIC WORK WEEK AND TIME RECORDING

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

5.1 Basic Work Week

- a) The basic work week of an employee working full-time at the Real Canadian Superstore and Western Grocers shall be thirty-seven (37) hours to be to be scheduled as follows:

Four (4) shifts of eight (8) hours and one (1) shift of five (5) hours.

Three (3) shifts of eight (8) hours and one (1) shift of seven (7) hours and one (1) shift of six (6) hours.

Two (2) shifts of eight (8) hours and three (3) shifts of seven (7) hours.

The basic work week of an employee working full-time at Extra Foods or at Western Grocers Pitt Meadows shall be forty (40) hours consisting of five eight hour days.

- b) Daily hours of work shall be consecutive with the exception of rest and meal periods. No split shifts shall be worked.
- c) Employees shall not work longer than their regular, scheduled work day, unless requested to do so by Management; in which event, additional time will be paid at applicable regular or overtime rates. Employees are required to leave the store as soon as it is reasonable to do so.
- d) No employee shall be scheduled for a shift of less than four (4) hours.
- e) Where it will not interfere with the proper operation of the Business, senior grocery full time employees who prefer a night shift shall be given the opportunity to work the night shift on a permanent basis.

5.2 Time Sheet / Time Clocks

- a) The Employer shall provide either time clocks or time sheets to enable employees to record their time for payroll purposes.

Employees shall record their own time at the time they start and finish work, and the time they commence and return from meal periods, and such other recordings as may be required by the Employer. Where time sheets are used, the employees will record their time in ballpoint pen.

The Employer may elect to introduce other forms of time recording for payroll purposes and prior to doing so, shall meet with the Union in advance to advise of any changes. The Company shall not use personal information obtained for any reason other than that of time recording for payroll purposes or door access.

- b) In the event the time to be paid is less than the time recorded, the employee shall be advised. An employee, who for any reason fails to record all time worked in the manner required by this Article shall be penalized upon written authorization from the Union as follows:
- i) 1st violation - three (3) days' suspension without pay.
 - ii) 2nd violation - one (1) week's suspension without pay.

Suspension shall be implemented within one (1) month of notification to do so, unless a longer period is mutually agreed upon by the Union and the Employer; or in the event that the requested suspension becomes subject to the grievance procedure.

- iii) 3rd violation - two (2) weeks' suspension without pay.

5.3 Payroll Disputes

The Employer is committed to the early resolution of payroll disputes. If an employee believes that they were paid incorrectly, they should immediately bring it to the attention of their Department Manager. If the matter is not resolved to their satisfaction, then it should be brought to the attention of the Manager, or the Labour Relations Department and the Union.

In the event that an employee is not paid the correct amount of pay as a result of an error made by the Employer, and is not remedied within three working days, the Employee shall be compensated an additional 10% of any shorted amount, provided the employee brings the matter to the attention of the Employer as determined above in the week following payday and the employee has properly recorded their time (by TAS swipe where applicable).

ARTICLE 6 – OVERTIME

- 6.1** All time worked in excess of the basic work week or work day, as defined in Article 5.1 of this Agreement, shall be paid at the rate of time and one-half (1-½) the regular hourly rate for the first two (2) hours overtime worked in any one (1) day, and double time (2X) the regular rate for all hours worked in excess of two (2) hours overtime.
- 6.2** Part-time employees shall be compensated at the rate of time and one-half (1-½) their regular hourly rate for all hours worked over eight (8) hours in any one (1) day and thirty-seven (37) hours per week.
- 6.3** Time off shall not be given in lieu of overtime pay.
- 6.4** All overtime work must be authorized by the Company.
- 6.5** When overtime of more than two (2) hours is to be worked, consecutive with the regular hours of work, the employee shall be entitled to a fifteen (15) minute paid rest period before commencing overtime.

ARTICLE 7 – MEAL PERIODS - FULL-TIME EMPLOYEES

- 7.1** Full-time employees working six (6) hours, up to and including eight (8) hours, shall be scheduled by the Employer for a meal period of either thirty (30) minutes or sixty (60) minutes without pay as determined by the Company. This shall commence not earlier than three (3) hours nor later than five (5) hours after the start of the employee's shift.

7.2 Meal periods will be scheduled as near mid-shift as possible. Similarly, rest periods will be scheduled as near to midway between the meal period and the commencement and finish of a shift, as possible.

ARTICLE 8 – REST PERIODS - FULL-TIME EMPLOYEES

8.1 An employee working six (6) hours, up to and including eight (8) hours, shall be scheduled by the Employer for two (2) rest periods not to exceed fifteen (15) minutes each; to commence not earlier than one (1) hour after the start of the shift nor less than one (1) hour before either the meal period or the end of the shift. If an employee abuses this provision he/she will be subject to discipline, as determined by the Employer, which shall be subject to the grievance procedure.

ARTICLE 9 – MEAL AND REST PERIODS - PART-TIME EMPLOYEES

9.1 An employee working a daily shift of four (4) hours will have one (1) rest period not to exceed fifteen (15) minutes.

9.2 A daily shift of more than five (5) hours, but less than seven (7) hours, will have two (2) paid rest periods of fifteen (15) minutes duration each which may be scheduled as follows, if mutually agreeable:

- a) combine the two (2) rest periods at mid-shift;
- b) two (2) rest periods as per usual practice with a half (½) hour for lunch break unpaid.

9.3 An employee working a daily shift of seven (7) or more hours, up to and including eight (8) hours, shall be scheduled for two (2) rest periods not to exceed fifteen (15) minutes and one (1) lunch period of either thirty (30) minutes or sixty (60) minutes without pay as determined by the Company. If an employee abuses this provision he/she will be subject to discipline as determined by the Employer, which shall be subject to the grievance procedure. Rest periods, as described above, shall be with pay. Except in cases of emergency, meal and rest periods will be uninterrupted.

9.4 Meal periods will be scheduled as near mid-shift as possible. Rest periods shall commence not earlier than one (1) hour after the start of the shift nor less than one (1) hour before either the meal or the end of the shift. For Shifts of five (5) hours or longer, the rest period shall not commence earlier than one and a half (1-½) hours after the start of the shift nor less than one and a half (1-½) hours before the end of the shift.

9.5 If specifically agreed between the employee and their Department Manager, rest periods may be paid at the employee's applicable rate of pay instead of taken.

ARTICLE 10 – PREMIUM PAY

10.1 Night Premium

Employees hired prior to January 1, 1991 working between 10:00 P.M. and 5:00 A.M. shall receive a premium of seventy-five cents (\$0.75) for each hour worked. Employees hired prior to January 1, 1991, who commence a shift between 10:00 P.M. and 2:00 A.M. shall receive the seventy-five cent (\$0.75) premium for their entire shift.

10.2 Sunday Premium

Employees hired prior to February 11, 1990 working on Sunday shall receive a premium of one dollar (\$1.00) for each hour worked. Sunday shall be considered as the first day of the week for the purpose of the Collective Agreement.

10.3 Front End Training

Employees assigned to train new cashiers shall be paid a premium in addition to the regular rate of pay of fifty cents (\$0.50) per hour for time spent training.

ARTICLE 11 – SCHEDULING

The following applies to regular full-time and part-time employees.

11.1 A minimum of twenty-four (24) hours' notice must be given by the Employer to re-schedule an employee's work

shift. Such notice is not required with respect to overtime work, absence of staff due to sickness or accident or in case of emergency.

Any changes to the posted schedule must be conveyed directly to the employee by the Department Manager.

- 11.2** A copy of the completed master schedule with all changes and authorized time noted shall be posted by 6:00 P.M. Monday, following the end of the week, and shall remain posted until the new schedule is posted by 6:00 P.M. Wednesday.

The posted schedule for full-time employees will cover the following two (2) week period.

- 11.3** An employee's schedule may be changed without notice in the event of absence of scheduled staff for any reason or in the event of an emergency.

An emergency shall be defined as: Any sudden or unusual occurrence or condition that could not, by the exercise of reasonable judgment, have been foreseen by the Employer.

- 11.4** Employees in retail operations shall be allowed ten (10) hours of rest between shifts except in an emergency or where by mutual agreement between the Company and the employee, eight (8) hours of rest between shifts is allowed.

Employees in the Distribution Centre shall be allowed twelve (12) hours of rest between shifts except in an emergency or where by mutual agreement between the

Company and the employee, ten (10) hours of rest between shifts is allowed.

There will be a minimum of twenty-four (24) hours between the end of the employee's day shift and the beginning of the employee's night stocking shift and also between the end of the employee's night stocking shift and the beginning of the employee's day shift.

11.5 All employees who are scheduled to work twenty (20) or more hours per week shall be scheduled two (2) consecutive days off each week where it is consistent with the efficient operation of the department. This may be altered by mutual agreement between the Company and the employee.

Where possible, full-time employees shall receive either a Friday/Saturday, Saturday/Sunday or Sunday/Monday off once per four-week period calendar.

11.6 Employees will be required to work no more than four (4) hours on the express checkout or the U-Scan till in any one day, except in the case of an emergency or by mutual agreement.

11.7 Employees starting a shift between the hours of 10:00 pm and 5:00 am inclusive will be scheduled for shifts of not less than five (5) hours.

11.8 Consecutive Day Limit

Where it is consistent with the efficient operation of the department, an employee will not be required to work more than seven (7) consecutive days.

11.9 Ethnic Greens

Ethnic Greens Department employees shall be considered part of the Produce Department for the purposes of scheduling.

11.10 Evening Shifts - Retail Only

The Employer will schedule with the intent to allocate the evening shifts, when the store is open for business, amongst the available anytime employees. This provision is subject to the operational needs of the business.

11.11 Shift Extension

Where it is deemed necessary to extend shifts on short notice, such extensions will be offered by seniority, subject to availability, to employees whose shift is ending at the time the extension is required by the Employer. This will not apply in cases where the extension of the senior employee(s) would result in overtime. Meal and rest periods will be subject to Articles 7, 8 and 9, if applicable.

11.12 Call Ins

In the event an employee is to be called in to work hours that he has not been scheduled to work, any employee may be called for any shift, provided that at the end of the particular week, the comparative number of hours of part-time employees is consistent with the seniority and availability of others in the department.

11.13 Part-time Employees

In scheduling part-time employees in a department the most available part-time hours of work on a weekly basis shall be assigned to such employees within the classification within the department on the basis of seniority, subject to their availability status and provided the employee has the qualification and ability to handle the work to be performed in a competent manner.

4 hour Gap Scheduling

In weeks where the available anytime employees in a retail store department are receiving twenty-four (24) hours or less, the available anytime employees will be scheduled a minimum of four (4) hours more than restricted employees for that week. Senior available employees will be scheduled as many or more hours than junior available anytime employees on a weekly basis

Clarification Language on Scheduling (Retail Only)

1. In the event that the four (4) hour gap is not applied correctly and there is a valid claim for hours, those hours shall be payable to the senior anytime employees affected. Other junior anytime employees who are affected shall receive the applicable seniority credit.
2. Within the department scheduling group, hours will be scheduled to restricted employees on a weekly basis subject to seniority and availability. Senior restricted employees will be scheduled as many or more hours than junior restricted employees on a

weekly basis except when the senior restricted employee is not available (or does not have the ability) to work the shift(s) assigned to the junior restricted employee.

ARTICLE 12 – WAGES - MINIMUM HOURLY RATES

12.1 Rate Schedule

The Employer agrees to pay all persons covered by the terms of this Agreement, not less than the attached Schedule of Wages during such time as the Agreement is in force and provided that, if an employee is receiving a wage rate in excess of the rates herein contained, such wage rate shall not be reduced by reason of the signing of the Agreement.

12.2 Night Shift Lead Hands

When night stocking takes place, one (1) employee on the night stocking shift shall be Lead Hand on a voluntary basis. In the absence of a volunteer acceptable to the Company, the Company shall designate an employee as Lead Hand.

The Lead Hand shall be paid a premium in addition to the regular rate of pay of seventy-five cents (\$0.75) per hour.

Warehouse Lead Hands

Warehouse employees appointed and scheduled by the Employer to work as a Lead Hand shall be paid a premium of seventy-five cents (\$0.75) per hour. Where a Lead

Hand is appointed, it shall be with the agreement of the employee being appointed.

12.3 Premium Pay vs. Overtime

Shift premium pay shall not be added to the employee's hourly rate of pay for the purpose of computing overtime pay.

12.4 Meat & Bakery Production Trainees

1. Meat and Bakery Production Trainees/Apprentices will be selected on the basis of skill, qualifications, merit and ability to perform the work. Consideration will be given to the existing Food Clerks in the store with an opportunity for a Trainee/Apprentice. If the Trainees/Apprentices are not suitable or are not available to fill the Production Specialist position, the Company has the right to hire outside.
2. During the training period, Trainees/Apprentices who are not successful or whom the Company determines are not capable of becoming a Production Specialist shall be returned or placed into the Food Clerk Assistant classification.
3. The duties of the Trainees/Apprentices can include all aspects of the Production Specialist and they will be under the guidance of the same.
4. At the completion of 2080 hours, the Trainees/Apprentices will be reclassified as part-time Production Specialists.

5. Upon reclassification to Production Specialist, Meat Trainees/Apprentices will be credited with 1041 hours for the purpose of establishing their rate on the Production Specialist scale. Bakery Trainees/Apprentices will be credited with 1561 hours for the purpose of establishing their rate on the Production Specialist scale.
6. When Trainee hours are not available, a Trainee will receive Food Clerk hours in line with seniority.
7. Employees who commence training and who are at a rate of pay that is higher than the rates on the Trainee Apprentice scale shall not be red circled.

ARTICLE 13 – GENERAL HOLIDAYS

13.1 The following days shall be paid General Holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Dominion Day	Christmas Day
1st Monday August	Boxing Day

and all other public holidays proclaimed by the Dominion, Provincial or Municipal Governments; provided, that all other major grocery stores close on any such holidays proclaimed.

13.2 General Holidays shall be observed on the day they actually occur. Such may be changed by mutual

agreement, but shall be taken within two weeks of said holiday.

13.3 In the case of a General Holiday proclaimed by a City or Municipality, only those stores of the Employer in that City or Municipality shall be affected by the requirements of this Article.

13.4 Provided he/she works his/her regular scheduled full work day before and after the holiday, unless absent due to bona fide illness or accident, employees regularly working shall receive eight (8) hours pay for each such holiday.

13.5 Employees required to work on a holiday shall be compensated at the rate of double (2X) their regular hourly rate for each hour worked, and full-time employees shall receive eight (8) hours minimum pay at the overtime rate (2X) for whatever time worked.

In a week in which one (1) general holiday occurs, as identified in Article 13.1, the basic work week for full-time employees shall be twenty-nine (29) hours. In a week in which two (2) general holidays occur, the basic work week for full-time employees shall be twenty-one (21) hours.

In a week in which one (1) general holiday occurs, as identified in Article 13.1, the basic work week for full-time employees working at Extra Foods or at Western Grocers Pitt Meadows shall be thirty-two (32) hours. In a week in which two (2) general holidays occur, the basic work week for full-time employees shall be twenty-four (24) hours.

In weeks in which a general holiday occurs, the number of hours paid as statutory holiday pay shall count as hours worked for the purpose of calculating overtime as defined in Article 6.2.

13.6 Part-time Employees General Holidays

All part-time employees who have been employed thirty (30) calendar days or more and have worked an average of at least thirty-two (32) hours or more per week on the four (4) weeks preceding the week in which a General Holiday occurs, shall receive eight (8) hours pay at his regular hourly rate for each holiday.

13.7 All part-time employees who have been employed thirty (30) calendar days or more and have worked an average of at least twenty (20) hours a week, but less than thirty-two (32) hours per week in the four (4) weeks preceding the week in which a General Holiday occurs, shall receive six (6) hours pay at his regular hourly rate for each holiday.

13.8 All part-time employees who have been employed thirty (30) calendar days or more, and have worked at least ten (10) hours a week, but less than twenty (20) hours per week in the four (4) weeks preceding the week in which a General Holiday occurs, shall receive four (4) hours pay at his regular hourly rate for each holiday.

13.9 All part-time employees who work less than ten (10) hours per week in the four (4) weeks preceding the week in which a General Holiday occurs shall receive General

Holiday pay equal to the number of hours worked in the prior 30 day period divided by 15.

ARTICLE 14 – RATES FOR RELIEF WORK

14.1 Any employee assigned to relieve the following Department Managers for a period of more than two (2) days shall be paid the following premium for such positions for all time so employed:

General Merchandise Department Manager	Seventy-five cents (\$.75) per hour
Food Department Manager	One dollar (\$1.00) per hour
Distribution Department Manager	One dollar (\$1.00) per hour
Office Department Manager	Seventy-five cents (\$.75) per hour

14.2 Premium pay for relieving the above Department Managers shall be over and above the employee's present regular rate of pay. In the case of an Assistant Department Manager, the difference between the Relief and Assistant Department Manager premium will be added to the Assistant's rate for the period of relief.

ARTICLE 15 – STAFF MEETINGS

15.1 Staff meetings, wherever held, shall be considered as time worked, and compensated for, except where attendance by an employee is on a voluntary basis. Notices posted for staff meetings will clearly state whether the meeting is mandatory or voluntary.

ARTICLE 16 – CREDIT FOR PREVIOUS EXPERIENCE

16.1 New employees will be classified according to previous experience to a maximum of six (6) months (one thousand and forty (1040) hours) except for Bakery Production and Meat Production Specialists classifications which will be to a maximum of twelve (12) months (two thousand and eighty hours (2080) hours), in their designated classification, provided:

- i) it is comparable experience in a unionized chain retail food store; and
- ii) twelve (12) months have not elapsed since their last day worked.

16.2 It shall be the responsibility of the employee to supply reasonable proof of his previous experience within ninety (90) calendar days of employment. Otherwise, all claims for credit for previous experience shall be forfeited by the employee. Reasonable proof will mean that if past employment records are not obtainable, the Union records, income tax records, or other similar documents will be acceptable. The hourly rate for recognized credit

will be effective from the first day of employment to a maximum of sixty (60) calendar days from the date of employment.

The Company will have the right to demand proof of past experience from the employee affected in establishing his proper wage scale.

ARTICLE 17 – CALL-IN-TIME

17.1 All employees called in, and who report for work shall, if requested to work less than four (4) hours, shall receive four (4) hours pay at their regular hourly rate.

ARTICLE 18 – VACATIONS

18.1 Vacations shall be scheduled from April 1st to September 30th (prime time) unless otherwise mutually agreed by the Employer and the employee. So far as is practical and consistent with the Employer maintaining an efficient operation, vacations shall be granted during the time requested by the employees. The applications for vacation shall be granted on basis of, and in order of, respective employee's seniority in selection of vacation dates.

The Employer shall post a notice by January 17 advising employees seeking vacation time to submit requests to their Department Manager by February 14. Vacation schedules will be confirmed and posted by March 17 after which changes will be by mutual agreement. If the

request for vacation time is not made by February 14, they will be granted at the Employer's discretion.

18.2 All part-time employees who have completed one (1) year of continuous employment with the Employer will have the opportunity to schedule two (2) weeks' vacation. Part-time employees who have completed the following years of continuous employment with the Employer, shall receive the following vacation time off:

Three (3) years of service	three (3) weeks of vacation
Eight (8) years of service	four (4) weeks of vacation
Thirteen (13) years of service	five (5) weeks of vacation
Eighteen (18) years of service	six (6) weeks of vacation
Twenty-three (23) years of service	seven (7) weeks of vacation

Such time off will be without pay. Part-time vacation schedules will be completed and posted following the selection by full-time employees.

The Employer will provide part-time employees with their vacation pay for the previous year by the end of January.

18.3 Where employees are entitled to three (3) weeks of vacation, the additional week of vacation may be scheduled consecutively, at the discretion of the Employer.

- 18.4** Employees entitled to four (4) or more weeks of paid vacation shall receive their additional two (2) or more weeks consecutively unless the employee and the Employer mutually agree otherwise, with such additional weeks to be scheduled at the discretion of the Employer.
- 18.5** All full-time employees, after one (1) year's service, shall receive two (2) weeks' vacation with pay.
- 18.6** All employees with three (3) or more years' continuous service with the Employer as a full-time employee, shall receive three (3) weeks' vacation with pay during the vacation period unless otherwise mutually agreed.
- 18.7** All employees with eight (8) or more years' continuous service with the Employer as a full-time employee shall receive four (4) weeks' vacation with pay.
- 18.8** All employees with thirteen (13) or more years' continuous service with the Employer as a full-time employee shall receive five (5) weeks' vacation with pay. All employees with eighteen (18) or more years' continuous service with the Employer as a full-time employee shall receive six (6) weeks' vacation with pay.
- 18.9** All employees with twenty-three (23) or more years' continuous service with the Employer as a full-time employee shall receive seven (7) weeks' vacation with pay.
- 18.10** Full-time employees who are eligible for five (5) or more weeks' vacation will have the opportunity to schedule three (3) weeks' vacation during prime time.

- 18.11** Part-time employees with less than three (3) years of continuous employment with the Employer shall receive vacation pay in the amount of not less than four percent (4%) of their total earnings.
- 18.12** Part-time employees with three (3) years or more of continuous employment with the Employer shall receive six percent (6%) of their total earnings.
- 18.13** Part-time employees with eight (8) or more years of continuous employment with the Employer shall receive eight percent (8%) of their total earnings as vacation pay.
- 18.14** Part-time employees with thirteen (13) or more years of continuous employment shall receive ten percent (10%) of their total earnings as vacation pay.
- 18.15** Part-time employees with eighteen (18) or more years of continuous employment shall receive twelve percent (12%) of their total earning as vacation pay.
- 18.16** Part-time employees with twenty-three (23) or more years of continuous employment shall receive fourteen percent (14%) of their total earnings as vacation pay.
- 18.17** Part-time employees with thirteen (13) or more years of continuous employment with the Employer will have the opportunity to schedule three (3) weeks time off during prime time.
- 18.18** A part-time employee proceeding to full-time employment will be credited with the number of hours accumulated during the employee's continuous service with the Employer as a part-time employee and provided the

employee's service is continuous from part-time to full-time. The credited hours will be balanced with the annual hours of a regular full-time employee to establish the appropriate yearly credit for future vacation entitlements, as provided above.

- 18.19** The Employer agrees to provide vacation pay on a "total compensation" or normal week's pay, whichever is greater. Total compensation shall mean "all monies received directly from the Employer" (wages, overtime, bonuses, premiums, vacation pay, sick-leave-credit payments, and other items of similar nature).
- 18.20** Where a general holiday occurs during an employee's vacation, an extra day's vacation with pay shall be granted if the holiday is one which the employee would have received had he/she been working. Where an employee received three (3) or more weeks vacation with pay and a general holiday occurs during the employee's paid vacation, an extra day's pay may be given in lieu of an extra day's vacation with pay if, in the opinion of the Employer, an extra day's vacation with pay interferes with vacation schedules or interferes with the efficient operation of the Company.
- 18.21** All time lost (up to thirty-one (31) consecutive days) because of sickness, or non-occupational accident, all time lost due to occupational accident, all time absent on paid full-time vacation, paid general holidays and all time spent at bakery apprenticeship schools (assuming the employee returns to the Employer following the completion of his/her course) shall be considered as time

worked for the purpose of determining the vacation allowance to which a full-time employee is entitled.

- 18.22** All employees, whose absence due to non-occupational accident or sickness or unpaid leave of absence, extends beyond thirty-one (31) consecutive days and results in less than thirty-seven (37) hours' pay per week, shall have their vacation pay prorated in the subsequent vacation year
- 18.23** Where the services of an employee are retained by the purchaser of the business, his/her services (for vacation purpose only) shall be deemed to be uninterrupted by the sale or purchase of the business and shall be binding upon the purchaser, in accordance with prevailing statutes.
- 18.24** Employees who have worked thirty (30) days but less than one (1) year and who terminate their employment will receive a vacation allowance to the amount equal to four percent (4%) of the total salary and wages earned for which no vacation allowance has been paid.
- 18.25** Employees entitled to two (2), three (3), four (4), five (5), six (6), or seven (7) weeks' vacation and who terminate their employment shall receive payment for vacation allowance in an amount equal to four percent (4%), six percent (6%), eight percent (8%), ten percent (10%), twelve percent (12%), and fourteen percent (14%), respectively, of the total wage and salary earned by the employee during the period of employment for which no vacation allowance has been paid.

18.26 Provided the full-time employee advises the Company, in writing, at least one (1) month before the commencement of his vacation, the Company agrees to schedule one (1) of the employee's Friday/ Saturday, Saturday/ Sunday or Sunday/ Monday combinations to coincide with the employee's vacation, once per year. Further requests shall be considered, subject to the operational needs of the business.

18.27 Employees hired after ratification and subsequently promoted to full time will be given a January 1st date for vacation purposes and will be on a calendar year for vacation entitlement.

A calendar year is defined as "the period between the first Sunday in January and the last Saturday in December of the same calendar year".

Their new vacation date will be January 1st of the year determined by the conversion of part-time hours to the annual hours of a regular full-time employee, which will establish the appropriate year credit for future vacation entitlements.

ARTICLE 19 – DISMISSAL NOTICE OR PAY IN LIEU THEREOF

19.1 Employees regularly working full-time and upon dismissal by the Employer shall be given individual notice in writing or pay in lieu thereof, as follows:

- a) one (1) week's notice in writing or pay in lieu thereof, to those who have completed sixty (60) or more consecutive days service as a full-time employee;
- b) two (2) weeks' notice in writing or pay in lieu thereof, to those who have completed two (2) or more consecutive years service;
- c) three (3) weeks' notice in writing or pay in lieu thereof, to those who have completed five (5) or more consecutive years service;
- d) four (4) weeks' notice in writing or pay in lieu thereof, to those who have completed eight (8) or more consecutive years service;
- e) the Employer agrees to pay severance pay on store closing of one (1) week's pay up to two (2) years and one (1) week per year over two (2) years to a maximum of twenty (20) weeks' pay for full-time employees.

19.2 Full-time employees, reduced to part-time and who terminate or are terminated within three (3) months of the date of their reduction to part-time shall be given whatever pay in lieu of notice to which they were entitled immediately prior to the date of their reduction to part-time.

19.3 The Employer shall not be deemed obliged to give any notice whatsoever or to give any pay in lieu thereof, to any employee guilty of rank insubordination, dishonesty, obvious disloyalty, possession and/or consumption of

intoxicants or illegal drugs at any time during working hours, or just cause.

Theft from the Employer, customers and co-workers is prohibited. Any employee found to be removing or consuming any property belonging to the Employer, customers or other employees will be dismissed with just cause.

Willful damage to the property of the Employer, customers, or fellow employees is prohibited. Any employee found to be willfully damaging the property of others in the workplace will be dismissed with just cause.

19.4 This Article shall not be deemed to invalidate an employee's right under Article 31.

19.5 The use of alcohol and/or drugs compromises the safety of all employees, therefore possession or use of alcohol and/or illegal drugs while working is prohibited. This includes:

- a) Any use, possession, distribution, or the offering for sale of illegal drugs, related paraphernalia or legal drugs prescribed to others.
- b) Any consumption, possession or presence of alcohol in the body during working hours or on the Employer's premise. Employees who are impaired by alcohol or drugs whether consumed at work or prior to work, will be immediately removed from the workplace and referred to the Labour Relations Department to determine the appropriate action.

ARTICLE 20 – FUNERAL AND BEREAVEMENT LEAVE

20.1 In the event of death in the immediate family of an employee, the employee will be granted leave of absence with pay, with consideration given to travel time for attending the funeral. The length of absence shall be up to three (3) days at the discretion of the Employer. The term “immediate family” shall mean: spouse, parent, child, brother, sister, step-mother, step-father, step-son, step-daughter, step-brother, step-sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandmother, grandfather, and grandchildren, or any relative living in the household of the employee. In the event of the demise of an aunt or uncle, nephew or niece, an employee will be granted one (1) day leave of absence with pay to attend the funeral.

In the case of death of spouse, father, mother, child, step-parent or step-child, the employee shall be entitled to up to one (1) week leave of absence with pay.

Employees may “split” either the three (3) days or one (1) week to cover off both bereavement and time to attend the funeral (i.e. two (2) days bereavement taken at the time of death and one (1) day taken for the funeral).

20.2 Part-time employees time off with pay shall be calculated on a prorated basis of hours worked during the four (4) weeks prior to the week the funeral leave was taken.

20.3 Requests for additional unpaid travel time or additional unpaid funeral leave will be considered.

20.4 An employee's day off will not be used to circumvent funeral or bereavement leave provisions. This leave may be extended for up to five (5) days by using vacation time and/or other unpaid leave.

ARTICLE 21 – PREGNANCY LEAVE

21.1 Employees shall request a leave of absence because of pregnancy. Such request will be granted, provided the employee submits to her Employer a request, in writing, for such leave at least four (4) weeks prior to the date she intends to commence such leave, together with a certificate from a qualified medical practitioner indicating the estimated due date, unless medical circumstances prevent the employee from providing the required notice.

Pregnancy leave shall be a maximum of seventeen (17) unpaid weeks of which eleven (11) weeks may be taken prior to delivery. The Employer will require additional medical documentation from an employee who requests more than eleven (11) weeks leave prior to her due date.

21.2 The Employer reserves the right to determine the time upon which a pregnant employee shall be required to commence a leave of absence, if the duties of her position cannot reasonably be performed or if the employee's work is materially affected by the pregnancy.

21.3 The employee, when returning to work, shall give the Employer two (2) weeks' notice of date of return and submit a certificate from her doctor, indicating that her

resumption in employment will not, in his/her opinion, endanger her health.

21.4 The employee shall be returned to her former position at the completion of her leave of absence. Should the position no longer exist, the Company and Union shall meet to resolve the issue.

21.5 An employee who resumes employment on the expiration of the leave of absence granted in accordance with this Article 21 or Article 22 below will do so with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.

All employees returning to work as outlined above shall receive credit to their class hours and seniority hours based on the average hours that they would have worked while on the leave. The credits shall be applied upon the employee's return to work and paid retroactively if applicable.

ARTICLE 22 – PARENTAL LEAVE

22.1 Birth mothers who have taken pregnancy leave under Article 21.1 shall at their request be granted an unpaid parental leave of a maximum of thirty-five (35) consecutive weeks, to be taken within the fifty-two (52) week period after the child's birth, beginning immediately after the leave taken under Article 21.1.

22.2 Birth fathers, adoptive parents and birth mothers who have not taken leave under Article 21.1 shall at their

request be granted an unpaid parental leave of a maximum of thirty-seven (37) consecutive weeks, to be taken within the fifty-two (52) week period after the birth or adoption of child.

22.3 Employees requesting leave under Article 21.2 must give the Employer at least four (4) weeks written notice of the date the employee will start parental leave unless:

- a) The medical condition of the birth mother or child makes it impossible to comply with this requirement.
- b) The date of the child's placement with the adoptive parent was not foreseeable.

The Company reserves the right to request appropriate documentation supporting a) or b) above.

22.4 Employees on leave shall give the Employer a minimum of two (2) weeks' notice of their intention to return to work.

22.5 If employees eligible for parental leave are parents of the same child and are both employed by the Employer, the Employer is not required to grant parental leave to more than one employee at a time

ARTICLE 23 – LEAVE OF ABSENCE

23.1 The Employer agrees to grant necessary time off without pay, to not more than four (4) employees from each Superstore, four (4) employees from the Distribution Centre, and two (2) employees from each Extra Foods, provided that not more than two employees are from the

same department, in the same store or Distribution Centre, designated by the Union, for a maximum of one (1) year to attend a Labour Convention or to serve in an official capacity for the Union, provided that as much notice as is possible be given, and in any event, not less than fifteen (15) days, provided a suitable replacement can be made available by the Company for the job involved.

23.2 Leaves of absence for which the Employer is reimbursed by the Union will be considered as time worked to a maximum of one hundred (100) hours each calendar year. However, time paid for by the Union in excess of one hundred (100) hours each calendar year will be credited to the employee's seniority hours but will not be credited for the purpose of service increment.

- 23.3**
- i) Employees shall be considered for leaves of absence without pay for severe personal or familial distress.
 - ii) Other applications for unpaid time off for extraordinary life events shall be considered. Length of leave for extraordinary life events shall not exceed four (4) weeks outside the vacation period or two (2) weeks within the vacation period, unless as determined otherwise by the Company.

All leaves requested under 23.3(i) and (ii) shall be subject to operational requirements.

23.4 All applications for leave of absence shall be in writing to the Labour Relations Department who will make the final decision. In the case of Leave requests for out of

province/country travel, the employee shall be required to provide a copy of their ticket, prior to commencing the leave, clearly showing a confirmed return date that allows them sufficient time to return to work at the expiration of their leave. Length of leave shall be governed by need. Copies of the application, and ticket must also be submitted to the Departmental Manager and the Union Office prior to the commencement of the leave.

Failure to provide the required documentation prior to commencement of the leave shall result in the leave being revoked.

23.5 Family Responsibility Leave

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

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

23.6 An employee off on a medical leave of absence will be required to provide updated medical documentation at least once every four (4) weeks unless the Employer advises otherwise. The Employer will be fair and reasonable in their request for this medical information.

ARTICLE 24 – UNION’S RECOGNITION OF MANAGEMENT’S RIGHTS

- 24.1** The Union agrees that the Management of the Company, including the right to plan, direct and control store operations, direction of the working force, discharge of employees for just cause, and those matters requiring judgment as to the competency of the employees, is the sole right and function of the Employer.
- 24.2** The parties agree that the Company shall be the sole judge of the merchandise it may handle, process, manufacture or package and of the manner in which these functions may be carried out and in which the merchandise may be handled, stored, shipped or sold.
- 24.3** The parties agree that the foregoing enumeration of Management rights shall not be deemed to exclude other recognized functions of management not specifically covered by this Agreement. The Employer, therefore, retains all rights not otherwise specifically covered by this Agreement.

ARTICLE 25 – STORE VISITS AND BULLETIN BOARDS

- 25.1** An authorized representative or executive officer of the Union shall be permitted, after notifying the Manager, to talk with an employee regarding Union matters during regular working hours. The interview of such employee by the Union Representative or executive officer, shall be carried on in a place provided for and designated by the Company. Time taken for such interview in excess of five

(5) minutes shall not be on Company time. Time taken for such visits shall not disrupt the serving of customers.

Union representatives may request copies of payroll records including work schedules. Specific requests should be made to the Labour Relations Department.

Union representatives will be permitted access to locations where bargaining unit members are working, provided they are wearing authorized identification.

25.2 A locking case will be placed in the lunch room or another mutually agreed location and be designated for Union notices only. The Union agrees not to post material objectionable to the Employer.

ARTICLE 26 – MISCELLANEOUS

26.1 Smocks or Aprons

Where the Employer requires the employee to wear smocks or aprons, the Employer shall provide and repair such smocks and aprons free of cost to the employee.

26.2 Union Decals

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

26.3 The Employer agrees, during the term of this Agreement, to furnish and maintain first-aid equipment in its stores, as required by the Workers' Compensation Act.

26.4 The parties agree to an Employee Relations Committee.

26.5 Video Surveillance

Video surveillance is a valuable resource that can be used to help safeguard employees and customers as well as protect both Company and employee assets. Within the confines of the law, the Company will utilize video surveillance equipment on its property

26.6 Background Security Checks

Should the Employer require a background security check, the Employer shall bear the costs.

26.7 Supplies

The Employer will maintain the appropriate supplies required to effectively operate the front end checkouts. Such items will include pens, fatigue mats etc. as determined by the Employer.

26.8 Lie Detector Tests

The Company agrees not to force an employee to take a polygraph or similar lie detector test.

26.9 Facilities and Cash Shortage Reports

The Company will continue to provide a microwave oven and coffee machine at each store or warehouse location.

A courtesy phone for employee use will be provided in new store locations.

Cash shortage reports will not be posted in open areas.

In the event that the temperature in the store becomes unreasonably cold, employees will be allowed to dress accordingly.

26.10 Front End Administration

One full-time position will be created in the Front End of each Real Canadian Superstore. The senior part-time employee will be selected subject to Article 30.5. This Front End Administration position will perform duties as assigned, which may include but not be limited to: Cash Office, Customer Service, Cashier and other related duties. The position shall be filled in new stores within three (3) months of the store opening.

26.11 Safety Footwear Allowance, Warehouse

Warehouse employees who have successfully passed probation shall receive \$75.00 annually, paid by the end of January, to offset the cost of Safety Footwear. Such footwear will be required to have six inch (6") ankle-high protection.

26.12 Safety Footwear, Retail

The Company shall purchase six (6) pairs of toe caps for each retail store (three pairs at each Extra Foods) within ninety (90) days of ratification. Toe caps are for occasional use by employees who are not normally

required to wear steel toe shoes and are for rear storage area use only.

26.13 Parking Area Lighting

The Company commits to having appropriate lighting in the area where employees park and enter the store. This is intended to provide light to these areas when the store is closed.

ARTICLE 27 – JURY DUTY AND MATERIAL WITNESS

27.1 All employees, summoned to jury duty or subpoenaed as a material witness, shall be paid wages amounting to the difference between the amount paid to them for such services and the amount they would have earned had they worked on such days. Employees on jury duty or subpoenaed as a material witness shall furnish the Employer with such a statement of earnings as the Courts may supply. This does not apply if the employee is summoned on his day(s) off.

Part-time employees, when summoned to jury duty or appearing as material witness on behalf of this Employer shall be re-scheduled or paid wages based on hours worked in the previous four (4) weeks.

27.2 Employees shall return to work within a reasonable period of time following the conclusion or breaks from jury duty. 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 when acting as a material witness, and actual work on the job in the store in one day shall not exceed eight (8) hours for the purpose of establishing the basic work day. Any time worked in the store in excess of the combined total eight (8) hours shall be considered overtime and paid as such under the contract.

ARTICLE 28 – PHYSICAL EXAMINATIONS

- 28.1** Where the Employer requires the employee to take a physical examination, the doctor's fee shall be paid by the Employer, and the examination shall be on Company time. Where subsequent examination proves an employee unfit to work in a food store, examinations shall be paid by the employee.
- 28.2** Where the Employer requires an employee to have a Modified Work Form completed specific to a WCB claim, the Company will reimburse the employee, to a maximum of forty dollars (\$40.00), provided a valid, paid receipt is presented and the form is returned in a timely manner as determined by the Company. Employees will cooperate with the Employer in this regard.
- 28.3** Employees applying for Weekly Indemnity or WCB Benefits must cooperate with the Employer specific to the timely return of modified duties work forms and where medically permitted, cooperatively participating in a modified return to work program.

ARTICLE 29 – CASH SHORTAGES

- 29.1** Employees handling cash will be held accountable for errors resulting in cash register overages and shortages where they have been given the opportunity to verify the contents of the cash tray at both the beginning and end of the shift and have exclusive access to the register throughout the work shift. In the event that management or a designated cash office employee exercises the right to open the register during the employee's work shift, the employee will be given the opportunity to verify all withdrawals and/or deposits.
- 29.2** In the event a customer claims he/she has been short changed by the cashier, the cashier shall notify management and together verify the contents of the cash tray.
- 29.3** No employee shall 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

ARTICLE 30 – SENIORITY

- 30.1** Seniority shall mean the length of continuous service with the Employer in classifications within the seniority group covered by this United Food and Commercial Workers Local 247 Collective Agreement. New hires shall have a probationary period of three hundred (300) hours worked.

During this probationary period new employees may be discharged by the Employer at its discretion. Upon completion of the probationary period, seniority shall then be established retroactive to the commencement of employment.

Western Grocers: All employees hired after date of ratification shall have a probationary period of four hundred twenty (420) hours worked. During this probationary period new employees may be discharged by the Employer at its discretion. Upon completion of the probationary period, seniority shall then be established retroactive to the commencement of employment.

30.2 Part-time employees shall accumulate seniority based on actual hours worked. Should a part-time employee become a full-time employee, the part-time seniority credits shall be converted to the seniority date based on one hundred and sixty (160) hours being equal to one (1) month of full-time service.

Upon request, seniority credit shall be granted for any time lost due to a WCB injury as approved by WCB, maternity, paternity, adoption and all time paid by the Employer for funeral leave, jury duty and Union business.

Upon request, part-time employees shall receive a seniority credit for absences of one week or longer to a maximum of one year due to illness, injury, and vacation.

The calculation will be based on the average number of hours worked during the four weeks preceding the absence.

Employees seeking this credit must make a written application within four weeks of their return to work.

Seniority date cannot be earlier than actual date of hire. In such cases the seniority date will be recognized as the date of hire.

Full-Time to Part-Time Employment

Full-time employees will have the ability to change to part-time status once during the term of the collective agreement for reasons other than working at alternative full-time employment. Employees may make this request during the period of January 10 to November 1 of any given year. Changes will be made in a timely fashion as to not interfere with efficient operation of the business. Full-time employees moving to part-time will be required to submit a declaration of availability form and shall maintain their seniority and class hours.

30.3 Seniority shall be exercised only within a seniority group.

Seniority lists shall be established for each of the departments within the groups covered by the agreement.

Based on their availability, seniority lists for employees shall be forwarded to the Union upon their request.

Seniority lists for full-time employees shall be forwarded to the Union Office within four (4) weeks after the end of the year.

The parties agree that bargaining unit employees employed at each location shall constitute a separate seniority group for the purpose of Article 30.

30.4 Seniority and employment shall be terminated when:

- a) An employee voluntarily quits or is terminated for just cause or fail to show up for work for five (5) consecutive shifts without valid reason and/or without proper prior notice. In the case of the latter, Article 31.3 shall not apply.
- b) An employee fails to report to work after seven (7) days when recalled from layoff. An employee had to be recalled by registered mail at last known address on file with the Employer.
- c) An employee has been on layoff and has not worked for a period of six (6) months.

Layoff and Recall

- d) When reducing staff, junior employees within the department in the classification shall be laid-off first. When recalling employees from layoff, they shall be recalled in seniority to the department and classification from which they were laid off.
- e) In the event a full-time employee is laid off or is reduced to part-time, or a part-time employee is reduced to zero (0) hours for four (4) consecutive weeks, they shall be allowed to:
 - i) Fill a vacancy or displace the most junior employee within the classification within his seniority group.

- ii) Fill a vacancy or displace the most junior employee whose rate is equal to or less than their current rate outside their classification within their seniority group.
 - iii) carry fifty percent (50%) of their class hours to determine their rate of pay in their new classification to a maximum of one half the total hours on the new wage scale.
- f) Should an employee exercise their seniority outside their classification, he shall be given a "reasonable opportunity" to do the job in a competent manner. For the purpose of this section "reasonable opportunity" shall mean a maximum of thirty-seven (37) hours for a full-time employee and sixteen (16) hours for a part-time employee.
 - g) An employee exercising his seniority under (e) above will be restricted to one opportunity to do a job outside his classification in a competent manner.
 - h) In the event that a full-time position becomes available within the classification of the most senior full-time employee laid off or reduced, that employee shall have the first opportunity to fill the position.
 - i) In the event a full-time position becomes available outside the classification of the most senior full-time laid-off employee or reduced full-time employee, he will be given a reasonable opportunity, as defined

above, to perform the job in a competent manner subject to 30.4 (e) (ii).

- j) In the event a part-time position becomes available, the most senior laid off part-time employee will be given a reasonable opportunity, as defined above, to perform the job in a competent manner subject to 30.4 (e) (ii).

Transfers

- k) The Employer and the Union agree that when transfers of employees between the stores is conducive to the proper operation of the business, the employees will co-operate with the Employer in this matter.

Where it will not interfere with the efficient operation of the business, employees may request a transfer to the store nearest their residence or intended residence provided the requested location is within their division. Should the transfer be granted, the employee will be restricted to one (1) such transfer during the life of the Collective Agreement unless determined otherwise by the Company.

Employees may also request a transfer to a new store within their division prior to the new store opening.

Employees hired after July 3, 2004 will only be allowed to apply for a transfer after they have

completed five hundred twenty one (521) hours worked.

Such requests will be made in writing and submitted to the Labour Relations Department. Where there are multiple requests for a transfer, and a transfer is allowed, seniority shall be the determining factor. All transfers are subject to merit, fitness and ability.

When an employee transfers within the bargaining unit under this article, he will maintain his seniority, class hours, and rate of pay except in the cases where the employee is transferring to a lower wage scale, for example, a GVRD GM Specialist transferring to a location outside of the GVRD. In those cases, the employee's rate of pay and class hours will be adjusted accordingly and would not exceed the top rate.

- l) The Employer agrees that, in the case of an inter store transfer made during an employee's regular daily shift, the employee so transferred shall be paid for reasonable travelling time from one store to another.
- m) The Employer agrees that, in the case of the temporary out-of-town transfer, the employee shall be paid reasonable travelling and living expenses.
- n) The Employer agrees that, if an employee has a good and sufficient reason for not accepting a transfer, the employee will not be forced to accept such a transfer.

- o) When an employee is transferred within the bargaining unit under this agreement, he will maintain his seniority, class hours, and regular rate of pay at the time of the transfer.
- p) Employees from outside the bargaining unit of seniority groups may be transferred into the bargaining unit or seniority group provided such transfer does not result in the displacement of or reduction of hours of a member of the said bargaining unit or seniority group.

30.5 Promotions

The parties agree that the three (3) divisions of the Company (Real Canadian Superstore, Extra Foods and Western Grocers) shall be considered separate for the purposes of seniority.

Promotions and vacancies shall be filled on the basis of seniority, providing the senior employee has the merit, fitness and ability to perform the work. The Employer agrees to act in good faith and further agrees not to discriminate in any manner.

Existing full-time employees who have requested relocation to another store, will be given first opportunity to fill any full-time vacancy within their department. In the event that there are no such requests for transfer, full-time vacancies shall be filled by department on an area wide basis.

For this purpose, the areas shall be defined as follows:

- 1) "Vancouver Island"
- 2) "The Interior" including the balance of B.C.
- 3) "Lower Mainland" (see below)

Part-time employees in the Lower Mainland who wish to be considered for full-time shall inform the Employer in writing. Vacancies in the Lower Mainland (including North to Whistler and East to Hope) will be filled by reviewing all written applications made to the Employer and by canvassing the store with the vacancy along with the two (2) stores in closest proximity to it.

Application forms for employees wishing to apply for full-time will be provided by the Employer. In order to be considered, all applications must be renewed by January 31st on a yearly basis.

The Company will post a bi-annual reminder for interested employees to submit their application for full-time in writing. New hires will be informed of the full-time application process at their orientation session.

GM Specialist

When an employee is promoted to a General Merchandise Specialist, they shall be placed on the General Merchandise scale, assigned the next highest rate of pay from their current rate of pay and be assigned the corresponding amount of class hours. There shall be no loss of seniority hours.

There shall be one or more GM Specialist in each GM Department.

30.6 When a part-time employee works the basic work week for thirteen (13) consecutive weeks a full-time position will be deemed to exist and will be filled in accordance with Article 30.5 of this Agreement.

The above shall not apply to part-time employees in the case of any approved vacation, leaves of absence, WI, LTD, WCB, and any management or full-time employee relief.

30.7 In the event an employee is to be called in to work hours that he has not been scheduled to work, any employee may be called for any shift, provided that at the end of the particular week, the comparative number of hours of part-time employees is consistent with the seniority and availability of others in the department.

30.8 Any full-time or top-rated part-time employee who has completed their probationary period and who is in a store which is to be closed or sold, shall be allowed to displace the most junior employee in their classification in the bargaining unit.

30.9 Part-time employees shall declare their availability four (4) times per year.

- 1) the first Sunday in September (with a two (2) week leeway either way)
- 2) three (3) other times in the calendar year (Floating Availability).

Part-time employees shall be required to work according to their most recent Declaration of Availability. Employees

cannot use a floating availability date to limit or further limit their availability between November 15th and the end of the year. An employee shall not be allowed to use an availability change until a minimum period of four (4) weeks has elapsed since their last availability change, unless it is to increase the employee's current availability.

All employees interested in maximizing hours during the month of December may elect to expand their current availability, giving notice and availability change to their Department Manager by the third (3rd) Sunday in November. This availability change would be effective on the first or second Sunday in December at the choice of the employee.

Allow all part-time employees to declare themselves unavailable for a period of up to eight (8) consecutive hours and still be considered available anytime for scheduling purposes. The eight (8) hour period must fall between 00:00 hrs Monday and 24:00 hrs Thursday and be in the same block of time each week. All employees exercising this option must do so at the time they declare their availability.

Part-time employees (DC only) must be available for hours consistent with days of operation and the six (6) hour blocks must line up with either the start or end times of posted shifts in the facility.

All part-time employees hired after July 3, 2004 must be available to work for all hours on either Saturday or Sunday and must be available for two (2) additional six (6) hour blocks consistent with shifts in their department.

Students hired prior to July 4, 2004 must be available to work for all hours on either Saturday or Sunday and must be available for one additional six (6) hour block consistent with shifts in their department.

Employees hired after ratification shall not exercise their floating availability change until the completion of their probationary period, except in cases where the availability is increasing or they had taken advantage of the December availability expansion. New employees shall be advised at the time of hiring.

The Employer will make "Declaration of Availability" forms readily available to part-time employees. Employees who require a change in availability will submit, in person, a completed form to their Department Manager or store Manager and the employee will be given a signed copy of the form at the time of submission. Provided the request is submitted Saturday by noon, the change will be reflected on the schedule posted the following Wednesday.

New employees shall be required to complete "Declaration of Availability" form on or before the first day of work. An employee must not restrict himself to the point that he is not available for normal scheduled shifts within the department.

Requests to change availability outside of the stated declaration opportunities may be allowed at other times throughout the year at the discretion of Management.

If the Company changes the hours of operation of one of its stores, employees of the affected store will be given a "free" availability change. Any such change must be made within one (1) month of the change in store hours and must be directly linked to the change in the store hours.

Failure to provide a proper declaration of availability prior to a declaration date shall result in the continuance of the previous Declaration of Availability.

An employee must not restrict himself to the point that he is not available for normal scheduled shifts within the department.

30.10 24 Hour Stores / Extended Hours

- a) The following conditions will apply to any store that is open twenty (20) or more hours per day. They will not apply to bakery and meat production, bakery and meat sales related to current production stores, full-time grocery night stocking employees and night receiving employees.
- b) When the store is open for business to the public between 11 p.m. and 7 a.m. seniority will be the governing factor in staffing. Senior employees will be given first choice to work or not work and, if there are insufficient volunteers reverse order of seniority will apply.
- c) It is understood that for part-time employees hired before the store opens the extended hours, available anytime status would be met provided the employee

is available for the same hours that were previously scheduled within their department prior to the store hours changing to 20 or more hours.

- d) The minimum shift for employees working the night shift will be six (6) hours but the Company will endeavour to schedule longer shifts whenever possible. The scheduling of longer shifts will be subject to the operational requirements of the business.
- e) The Company will take the appropriate steps to ensure the safety and security of employees working extended hours.
- f) Employees will not be required or scheduled to work from 11 p.m. to 7 a.m. or from 7 a.m. to 11 p.m. in the same week. There will be a minimum of forty-eight (48) hours between the two.
- g) The Employer agrees to notify the Union and the affected employees a minimum of two (2) weeks in advance of any proposed store hour changes.
- h) Employees will be given an additional opportunity to change their declaration of availability to meet the extended hours.

30.11 The following items (a) and (b) shall apply only to the Front End Department of all stores.

- a) Article 30.7 notwithstanding, the senior one-third (1/3) of the employees in the Front End Department,

hereinafter called "the Group", shall be scheduled as follows:

- i) the senior one third (1/3) of "the Group" shall receive twenty-eight (28) hours or better, per week;
 - ii) the next most senior one-third (1/3) of "the Group" shall receive twenty-four (24) hours or better, per week;
 - iii) the least senior one-third (1/3) of "the Group" shall receive twenty (20) hours or better, per week.
- b) Implementation of the above minimum guarantee of hours for "the Group" subject to the following definitions and/or conditions:
- i) "The Group" shall be calculated based on the total number of part-time employees in the Front End Department.

This will then produce the number of part-time employees entitled to the minimum guarantees as indicated in 30.12 (a).

Any restricted employees shall not qualify to be scheduled under this section. The Company, therefore, shall go to the next unrestricted available employee until the total number constituting "the Group" is reached.

The following paragraph 30.12 (a) shall apply to all other departments in the stores, except in the Front End Department.

It is understood that employees hired prior to ratification (December 3, 2010) that work exclusively as a Cashier, or Cash Office or Customer Service will only be required to work in another area of the Front End by mutual agreement.

- c) Notwithstanding 30.12 (a) and (b) the following shall apply to all other departments.

The senior one-third (1/3) of unrestricted employees in a Department shall hereafter be called "the Group" and be scheduled as follows:

- i) the senior one-third (1/3) of "the Group" shall receive twenty-eight (28) hours or better;
 - ii) the next most senior one-third (1/3) of "the Group" shall receive twenty-four (24) hours or better;
 - iii) the least senior one-third (1/3) of "the Group" shall receive twenty (20) hours or better
- d) Restricted employees shall not qualify to be scheduled under this section.
- e) Hours worked or paid, including General Holiday as per Article 13, shall be considered as hours worked for the purpose of satisfying the minimum guarantees in section 30.12 (a) and (c) above.

30.12 New Department

From time to time, the Company may establish new departments according to the following criteria:

- a) a new group of products or commodities are to be sold or services offered;
- b) the pre-existing mix of products or commodities is substantially altered to the extent that merchandising and staff requirements are substantially altered.

When a new department is established, the Department Manager for that department will be added to the exclusions under Article 1.

30.13 Assistant Department Manager

The Parties agree that, to enhance the Company's ability to develop Management staff, there shall be created the position of Assistant Department Manager. The Assistant Department Manager shall be:

- a) filled by individuals hired or selected on the basis of their merit, qualifications, ability and seniority as determined by Management;
- b) required to provide all relief for Department Manager;

The rate shall be forty cents (\$0.40) per hour over the top in the Department.

- c) when not relieving, receiving hours equal to but not more than the senior employee in the Department.

30.14 Store Closure

In the event of the closure of a store, employees shall be able to exercise their seniority to transfer to other stores of the Employer within the same division within the same contract area.

In the event that employees are unable to maintain employment in another store in the same division, they shall be able to exercise their seniority to transfer outside their division within their contract area. If they are still unable to maintain employment, they shall be able to exercise their seniority to transfer within the total bargaining unit.

Employees who exercise their seniority to transfer under this article shall retain their seniority hours. Employees who remain in the same classification and department shall retain their class hours and rate of pay.

30.15 Requested Day Off

Employees, who request in writing and are granted a specific day(s) off prior to the posting of the work schedule, shall not have their hours of work for the week reduced as a result of the request being granted, provided not more than two (2) requests to a maximum of two (2) days each per four (4) week calendar period. It is understood that the above shall be subject to operational requirements and the employee's restriction.

The above will not restrict a Department Manager from granting additional days off.

30.16 Opportunity Clause

Employees originally hired in General Merchandise Departments or in the Courtesy Clerk Classifications, or in the Host Classification who have worked more than 2000 hours, may request a transfer to a Food Department where there is a vacancy, once during the term of the agreement.

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

Employees granted a transfer will be on probation for a period of up to three hundred (300) hours to demonstrate their ability to perform the work in a satisfactory manner. In the event they are unable to perform satisfactorily in the new position, they shall be returned to their previous position.

Employees granted a transfer will be placed on the Food Clerk Trainee wage scale at the next higher rate of pay and be assigned the corresponding number of class hours. If the transferring employee's GM rate of pay is greater than \$14.34, they shall be assigned the \$14.34 top rate. They shall then be able to exercise their seniority hours in the new department.

This clause shall not apply with respect to positions in the meat and bakery production areas.

30.17 Training Hours

Any outside training hours (Learning Store/Private Learning Institutions) are not considered part of the schedule.

Initial cashier training of twenty-five (25) hours is not considered part of the schedule.

Employees may waive their availability status in order to attend off-site training, cashier training and the new hire orientation program.

30.18 Transfer Language – Retail Only

Part-time food department employees who have in excess of one (1) year's service in a food department may be granted a transfer to another food department where there is a vacancy. Part-time GM department employees who have in excess of one (1) year's service in a GM department may be granted a transfer to another GM department where there is a vacancy. Employees granted a transfer to another department will maintain their wage rate, class hours, and seniority hours.

Part-time Food Clerks and part-time GM Specialists may also transfer to a GM department and those who elect to do so will maintain their current rate of pay, except in cases where it exceeds the GM Assistant top rate. In those cases, the transferring employee's rate of pay will be adjusted to the GM Assistant top rate. Class hours would be adjusted accordingly, consistent with the new rate.

The Company will be fair and reasonable in considering requests for a transfer. Requests shall be considered on the basis of seniority provided the merit, fitness and ability are relatively equal among employees requesting a transfer. An employee will be limited to one (1) such transfer every twenty-four (24) months.

Employees granted a transfer will be on probation for a period of up to three hundred (300) hours to demonstrate their ability to perform the work in satisfactory manner. In the event they are unable to perform satisfactorily in the new position, they shall be returned to their previous position, rate of pay and class hours, where appropriate.

There may be occasions where the one (1) year service requirement and/or the one (1) transfer every twenty four (24) months limitation may be waived at the discretion of the Company should it suit the needs of the business.

ARTICLE 31 – GRIEVANCES

31.1 Any complaint, disagreement or difference of opinion between the parties hereto, concerning the interpretation, application, operation of the Agreement, violation of the terms and provisions of this Agreement, shall be considered a grievance, subject to the grievance and arbitration provisions of this Agreement.

Employees found to be unacceptable to the Employer's Bonding Company may be discharged at the Employer's discretion.

31.2 Grievances must be submitted to the Employer, in writing, not later than ten (10) working days from the event giving rise to the grievance, or it shall be waived by the aggrieved party.

31.3 No employee shall be subject to a disciplinary interview or be given a written reprimand, warning letter, or be suspended or dismissed except in the presence of a shop steward, or in his or her absence, another member of the bargaining unit, selected by the employee. When a shop steward is present in the workplace, they shall be used as a witness for discipline unless the employee being disciplined chooses otherwise.

Verbal coaching or notes to file in an employee's personnel file shall not be considered a step in part of the progressive disciplinary process. Upon request, employees shall be given copies of any discipline documented in their personnel file.

Where appropriate, discipline shall be conducted on Company time at or near the end of the employee's shift.

A "disciplinary interview" is defined as a meeting with an employee where the Employer is intending to discipline the employee.

31.4 Employees may request their right to the presence of a shop steward or in his absence, another member of the bargaining unit as selected by the employee during a random security check of bags, purses and parcels.

- 31.5** If the steward or another member of the bargaining unit is present during a reprimand, warning letter or security check, he may advise the employee.
- 31.6** The procedure for adjustment of grievance and disputes by an employee shall be as follows:
- 1st Step:** By a discussion between the employee, with or without Shop Steward, and Management. If a satisfactory settlement cannot be reached within five (5) days; then within ten (10) days:
- 2nd Step:** The Union representatives may take up the matter with the Company's official designated by the Employer to handle labour relations. If a satisfactory settlement cannot be reached within fourteen (14) days, the matter may then be referred to Arbitration, as per Article 32.

ARTICLE 32 – BOARD OF ARBITRATION

- 32.1** Either of the parties may, within thirty (30) days of a decision at Step 2 of the Grievance procedure, notify the other party in writing of its desire to submit the Grievance to Arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board.
- 32.2** The parties may mutually agree to select a single Arbitrator in lieu of a three person Arbitration Board.
- 32.3** The recipient of the notice shall within five (5) days inform the other party of the name of its nominee to an Arbitration Board.

- 32.4** The two (2) appointees so selected, shall, within five (5) days of the appointment of the second of them, appoint a third (3rd) person who shall act a Chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairperson within the time limited, the appointment shall be made by the Minister of Labour for British Columbia upon request of either party.
- 32.5** No person who was involved in the negotiations of the Agreement will serve on the panel.

ARTICLE 33 – TRANSPORTATION

- 33.1** The Employer agrees to pay the cost of transportation (bus fare or appropriate kilometre rate) when an employee is transferred to another store or required to use their own vehicle during the course of the employee's day of work. When an employee is transferred to another store during regular working hours, the time taken during transit will be paid by the Employer at the regular hourly rate.

ARTICLE 34 – LOCKERS

- 34.1** The Employer will not search an employee's locker without the presence of the employee and a Shop Steward if requested.

34.2 All locks must be removed from lockers at the completion of the employee's shift.

34.3 The Company will designate a locker for the exclusive use of the Shop Steward and/or Union Representative for storage of Union supplies/materials.

The Company will provide at least seventy-two (72) hours notice of intent to remove locks.

ARTICLE 35 – VOTING PRIVILEGES

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

ARTICLE 36 – DENTAL, HEALTH AND WELFARE BENEFIT TRUST FUND

36.1 a) The Employer agrees to name three (3) Trustees and the Union agrees to name three (3) Trustees to the jointly trusteed UFCW Local 247 Benefit Trust Fund, whose responsibility it will be to maintain a trust document and plan text.

b) The Employer agrees to participate in, and contribute to, the UFCW Local 247 Benefit Trust Fund.

c) Effective the Sunday following ratification of the Collective Agreement, the Employer agrees to contribute to the Dental Plan, seventeen cents (\$0.17) per hour, and to contribute to the Health

and Welfare Plan, fifteen cents (\$0.15) per hour for all hours paid by the Employer to members of the bargaining unit (hours paid shall include hours worked, vacation, general holidays, sick days, jury duty, bereavement leave, paid time off for negotiations, etc., up to a maximum of thirty-seven (37) hours per week. Effective February 2, 2002, the total contribution shall be thirty-seven cents (\$0.37) per hour. Effective April 19th 2006, the total contribution shall be thirty-eight cents (\$0.38) per hour if required to maintain the current benefit level.

- d) The Employer agrees to sign a "Participation Agreement" and supply any other documents, forms, reports or information required by the Trustees of the UFCW Local 247 Benefit Trust Fund.
- e) Contributions, along with a list of employees for whom they have made, the amount of the weekly contribution for each employee, and the number of hours worked or paid according to the above 37.1 (c), shall be forwarded by the Employer within the fifteen (15) 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 above.
- f) Seventeen cents (\$0.17) of the contribution provided for above is intended for the purpose of providing such Dental Benefits for eligible employees as determined, from time to time, by the Trustees of

the Trust Fund pursuant to the terms of the Trust Agreement.

- g) The remaining contribution is intended for the purpose of providing other health and welfare benefits such as, but not limited to prescription drugs, life insurance, employee assistance program and other benefits as determined by the trustees from time to time.
- h) The trustees shall have the authority to allocate any surplus funds from the Dental Plan to the Health & Welfare Plan or from the Health & Welfare Plan to the Dental Plan in order to maintain or improve benefits as they determine appropriate.

ARTICLE 37 – SICK LEAVE/SICK CALLS

Seventy percent (70%) of straight time weekly salary benefits to be paid on the fourth day of absence due to sickness or non-occupational accident. There is a twenty-six (26) week benefit period. It is understood and agreed that all matters of eligibility, coverage and benefits shall be as set out in the Plan and as determined by the carrier. The above is available for full-time employees. Employees found abusing the privilege shall be disciplined by the Employer.

37.1 The Employer agrees to pay 100 percent (100%) of M.S.P. premiums for all full-time employees.

Maintenance of Benefits

Employees returning to work after an absence due to WCB, medical leave, pregnancy leave or parental leave shall not be required to re-qualify for benefits for which they were previously entitled.

37.2 The Company short term sick plan and M.S.P. benefits will be extended to those part-time employees who work thirty-two (32) hours per week for thirteen (13) consecutive weeks. The employee must fail to meet the above hour requirement for a period of thirteen (13) consecutive weeks from the time he or she first fails to meet it before he or she is disqualified.

Paid hours for General Holidays under Article 13 shall count towards qualification and disqualification of these benefits.

Employees working at the Real Canadian Superstore and Western Grocers who qualify for the short term sick plan as outlined in this article shall be eligible to draw sick time increments of less than the scheduled work shift to a maximum of thirty-seven (37) hours in a calendar year at one hundred percent (100%) of the regular rate of pay.

Employees working at Extra Foods, and Western Grocers Pitt Meadows who qualify for the short term sick plan as outlined in this article shall be eligible to draw sick time increments of less than the scheduled work shift to a maximum of 40 hours in a calendar year at one hundred percent (100%) of the regular rate of pay.

37.3 When calling in sick or to miss a shift for any reason, all employees must speak with their Department Manager, or in the absence of their Department Manager, the Store Manager, the Assistant Store Manager, or the on-duty Manager, and in the absence of any of the aforementioned, the Lead Hand.

Warehouse employees must leave a message stating the reason for the absence in cases where the call is not answered.

Retail employees, calling when the store is closed, must call the designated number and must either speak to the Department Manager or on-duty Manager and in the absence of any of the aforementioned, the Lead Hand, or leave a message stating the reason for the absence.

37.4 In the event that an employee is unable to attend work due to illness or other reasons deemed acceptable to the Company the employee must provide the Company with as much notice as possible, but in any event, not less than one (1) hour prior to the commencement of their scheduled shift.

Sick Notes

The Employer will not require Doctor's certificates from employees unless:

1. The employee has been formally advised that their attendance record is unacceptable and that Doctor's certificates will be required in the future; or

2. The duration of the absence, or circumstances surrounding the absence, require justification.

ARTICLE 38 – EXPIRATION AND RENEWAL

38.1 This Agreement is effective from, August 2, 2009 to August 1, 2015 and thereafter from year to year, but either party may, not less than thirty (30) days or more than ninety (90) days before the expiry date or the anniversary of such expiry date from year to year thereafter give notice in writing to the other party of desire to terminate such Agreement or to negotiate a revision thereof.

ARTICLE 39 – PENSION

The Employer agrees to participate in and contribute to the CANADIAN COMMERCIAL WORKERS' INDUSTRY PENSION PLAN.

The Company agrees to continue the level of contribution in the Canadian Commercial Workers' Industry Pension Plan as negotiated.

Contributions, along with a list of employees for whom they have been made, the amount of the weekly contribution for each employee, and the number of hours worked or paid according to the above, shall be forwarded by the Employer within 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 above.

39.1 Pension Contributions as follows:

Effective September 1, 2010 – \$1.25

ARTICLE 40 – EDUCATION AND TRAINING FUND

The Employer agrees to contribute ten cents (\$0.10) per hour for every hour worked by members of this UFCW 247 Bargaining Unit, based on Dental Plan hours, to the United Food & Commercial Workers, Local 247 Education & Training Fund.

ARTICLE 41 – STEWARDS RECOGNITION & EMPLOYEES REPRESENTATION

The Employer recognizes that shop stewards may be elected or appointed by the Union. The Union shall inform the Employer and post notices of the shop stewards on the bulletin boards.

ARTICLE 42 – PERSONAL ASSURANCE OF FULL TIME EMPLOYMENT

The Company will renew the assurance to maintain full-time employment for all bargaining unit employees in the Real Canadian Superstores in the province of British Columbia who are at full-time status at the date of ratification (Dec. 3, 2010).

The current full-time percentage will be maintained for the life of the current agreement at 14% (Retail), Marine Drive Warehouse – 35%, Pitt Meadows Warehouse – 40%. The assurance of full-time employment may require moving to another location in the bargaining unit as determined by the Employer. The assurance of full-time employment will not apply in the case of a just cause dismissal or in the case of an Assistant Department Manager if demoted.

With respect to the Western Grocers facilities, an employee who is required to move to another facility to maintain full-time status will be offered the first opportunity to return to his original location should a full-time vacancy occur within six (6) months of the date of the original move.

ARTICLE 43 – EQUIPMENT

The Employer agrees to maintain equipment that employees are required to use in a safe condition. Equipment that is not in proper working condition should be reported to the Department Manager.

ARTICLE 44 – WATER

Cashiers (Front End) may elect to bring a bottle of water to their lane while working under the following conditions:

1. The bottle is any brand sold in the store.
2. The size is 600 ml or smaller.

3. The bottle is stored under the counter.
4. The cashier exercises common courtesy with customers when consuming water.

ARTICLE 45 – AUTOMATED CHECKSTANDS

In the event the Employer introduces automated checkstands into any of its locations, the hours of existing cashiers shall not be reduced as a result.

ARTICLE 46 – FOOD CLERK TRAINEES

All new Food Clerk Trainee hires and all Food Clerk Trainees currently impacted by Wal-Mart Supercentre will be classified as Food Clerk Trainees until they have reached the top of the Food Clerk Trainee pay scale. They will then move to the Food Clerk Specialist scale when the Specialist hours as a percentage of total Food Clerk (Food Clerk Specialist and Food Clerk Trainees) hours is less than 25%.

Calculation of percentage shall be done on a total store basis two (2) times per year and seniority hours shall govern promotions to Specialist.

In the event the province of British Columbia raises the minimum wage during the life of this agreement, the new start rate will be twenty-five cents (\$0.25) above the new minimum wage.

Food Clerk Trainee	
Hours	DOR*
0	\$9.00
521	\$9.25
1041	\$9.50
1561	\$9.75
2081	\$9.95
2601	\$10.20
3121	\$10.55
3641	\$11.10
4161	\$12.50
4681	\$13.19
5201	\$14.34

Signed this 3rd day of August, 2011, at British Columbia.

For the Company


Roger Bockstaeel


Alex Morrison

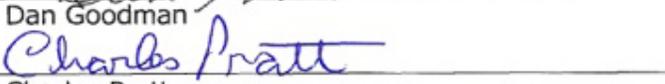

Scott Shaw


Barry Jimenez

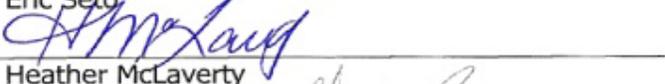
For the Union


Suzanne Hodge

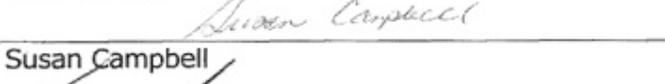

Dan Goodman


Charles Pratt


Eric Seto


Heather McLaverty


Chad Beeson


Susan Campbell


Lori Charnley


Susan Espin

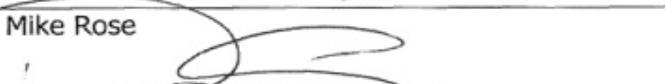

Jackie Gotro

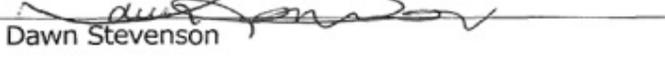

David Haere


Debbie Harvie


David Mowat


Sandy Rogers


Mike Rose

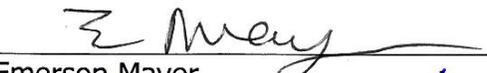

Dawn Stevenson

For the Company

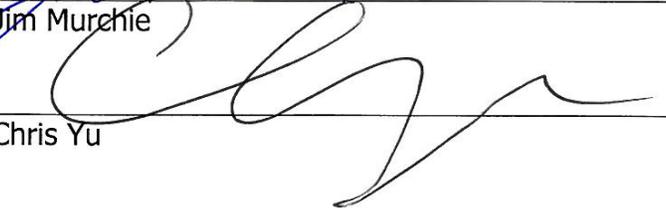
For the Union


Tim Barbeck


Johnny Khakh


Emerson Mayer


Jim Murchie


Chris Yu

LETTER OF UNDERSTANDING #1

ERC / Additional Department Managers

1) Appendix "A"

The parties agree that Appendix "A" does not prevent the implementation of additional premiums or other incentives as determined by the Company from time to time.

2) Employee Relations Committee

The parties agree to an Employee Relations Committee (E.R.C.) to address issues of concern to both employees and the Company. The meetings will be held quarterly at a store or otherwise mutually agreed location.

The committee will include up to six (6) bargaining unit employees or their designates. Subjects addressed may include health and safety, housekeeping and maintenance.

Issues that arise between meetings may be presented in writing to management or the Union. The Company will reply in writing or determine that an additional E.R.C. meeting is necessary.

The existence of this committee will not affect employee's rights under Article 31.

3) Additional Department Managers

The parties agree that a second Department Manager may be appointed and excluded under Article 1 in those

departments where the Company determines it necessary for the proper operation of the business.

The introduction of a second supervisor shall not result in a reduction in hours worked by bargaining unit employees in the Department.

LETTER OF UNDERSTANDING #2

1. The parties agree that the current roster of Retail Departmental Managers includes the following:

Front End Department Manager,
Deli Department Manager,
Meat Department Manager,
Seafood Department Manager,
Bakery Department Manager,
Grocery Department Managers,
Produce Department Managers,
Bulk Foods Department Manager,
Apparel Department Manager,
Beauty Department Manager,
Bakery Sales Department Manager,
Toiletry Department Manager,
Housewares Department Manager,
Photo Electronics Department Manager,

OTC Department Manager,
Photo Lab Department Manager,
Leisure Department Manager,
Pharmacy Department Manager,
Wearunder Department Manager,
Portrait Studio Department Manager,
Ethnic Greens Department Manager,
Eyewear Department Manager,
Home Meal Replacement Department Manager,
Home and Garden Department Manager.
CAO Department Manager

LETTER OF UNDERSTANDING #3

Health & Safety Committee, Retail

A Health and Safety Committee shall be established as required under the Industrial Health and Safety Regulations for each Retail operation. The Union and Management shall each appoint two (2) committee members and one (1) alternate member for each committee which shall meet once per month at the place of employment or otherwise mutually agreed location.

The Company shall schedule a minimum of two (2) of the Union's appointees to attend each monthly meeting which shall be held on Company time.

LETTER OF UNDERSTANDING #4

Re: Article 30.12 - Guarantee of Hours

The number of employees entitled to a minimum guarantee of hours of twenty-eight (28), twenty-four (24), or twenty (20) hours, is to be calculated according to a formula.

For Example:

Hours Received by "GROUP" (as set out in Article 30.12)

Eligible Employees	In "GROUP"	28 Hrs	24 Hrs.	20 Hrs.
1	0			
2	1	1		
3	1	1		
4	1	1		
5	1	1		
6	2	1	1	
7	2	1	1	
8	2	1	1	
9	3	1	1	1
10	3	1	1	1
11	3	1	1	1
12	4	1	1	2
13	4	1	1	2
14	4	1	1	2
15	5	2	2	1
16	5	2	2	1
17	5	2	2	1
18-20	6	2	2	2

Eligible Employees	In "GROUP"	28 Hrs	24 Hrs.	20 Hrs.
21-23	7	2	2	3
24-26	8	3	3	2
27-29	9	3	3	3
30-32	10	3	3	4
33-35	11	4	4	3
36-38	12	4	4	4
39-41	13	4	4	5
42-44	14	5	5	4
45-47	15	5	5	5
48-50	16	5	5	6
51-53	17	6	6	5
54-56	18	6	6	6
57-59	19	6	6	7
60-62	20	7	7	6
63-65	21	7	7	7
66-68	22	7	7	8
69-71	23	8	8	7
72-74	24	8	8	8
75-77	25	8	8	9
78-80	26	9	9	8
81-83	27	9	9	9
84-86	28	9	9	10
87-89	29	10	10	9
90-92	30	10	10	10
93-95	31	10	10	11
96-98	32	11	11	10
99-101	33	11	11	11
102-104	34	11	11	12

Eligible Employees	In "GROUP"	28 Hrs	24 Hrs.	20 Hrs.
105-107	35	12	12	11
108-110	36	12	12	12
111-113	37	12	12	13
114-116	38	13	13	12
117-119	39	13	13	13
120-122	40	13	13	14
123-125	41	14	14	13
126-128	42	14	14	14
129-131	43	14	14	15
132-134	44	15	15	14
135-137	45	15	15	15
138-140	46	15	15	16
141-143	47	16	16	15
144-146	48	16	16	16
147-149	49	16	16	17
150-152	50	17	17	16
153-155	51	17	17	17
156-158	52	17	17	18
159-161	53	18	18	17
162-164	54	18	18	18
165-167	55	18	18	19
168-170	56	19	19	18
171-173	57	19	19	19
174-176	58	19	19	20
177-179	59	20	20	19
180-182	60	20	20	20
183-185	61	20	20	21
186-188	62	21	21	20

Eligible Employees	In "GROUP"	28 Hrs	24 Hrs.	20 Hrs.
189-191	63	21	21	21
192-194	64	21	21	22
195-197	65	22	22	21
198-200	66	22	22	22

LETTER OF UNDERSTANDING #5

Between: Westfair Foods Ltd. Carrying on business in the Province of British Columbia,

And: The United Food and Commercial Workers Union, Local 247 chartered by the United Food and Commercial Workers International Union C.L.C.

In reference to Article 38 of the Collective Agreement, the parties agree that the operation of Section 50, subsections 2 and 3, of the Labour Relations Code, British Columbia is hereby excluded.

LETTER OF UNDERSTANDING #6

Extra Foods

General Merchandise in Extra Foods stores shall be considered one department unless:

- a) the store contains a Pharmacy, in which case the Pharmacy will be considered a second, separate department, and/or

- b) the store contains a Photo Lab, in which case the Photo Lab will be considered a third, separate department.

The parties agree that a second General Merchandise Department Manager may be appointed and excluded under Article 1 where the Company determines it is necessary for the proper operation of the business.

LETTER OF UNDERSTANDING #7

Extra Foods

Bulk Foods and Grocery shall be considered one (1) department for the purpose of scheduling. Existing employees in these departments shall not lose any existing guarantee of hours as a result of this change.

LETTER OF UNDERSTANDING #8

Extra Foods

The Current Cashier, Cash Office and Customer Service departments shall be considered one (1) department for the purpose of scheduling. Existing employees in these departments shall not lose any existing guarantee of hours as a result of this change.

LETTER OF UNDERSTANDING #9

Extra Foods - Lead Clerks

In Extra Foods stores that do not have a Department Manager in the Bakery or Meat Department, one employee shall be appointed as the Lead Clerk and assigned some Supervisory responsibilities. They shall receive \$0.50 per hour in addition to their regular rate of pay for all hours worked in a week.

LETTER OF UNDERSTANDING #10

Courtesy Clerks

1. Courtesy Clerk's duties are limited to basket and cart retrieval, bagging, sorting or returnable beverage containers, carry-outs, price checks, filling check stands with bags, merchandise return (put-aways) sweeping and cleaning the check stand, entrance and entire store area.
2. It is understood that cleaning the entire store area shall mean cleaning mouldings, shelves, sweeping and mopping of the floors in any area of the store premises and shall also include clean-up (dust, wash, damp mop, clean up spills and breakages) in lunch room, washroom and sales area. The sales area shall be defined as any area within the store where the customers normally shop.
3. Courtesy Clerks will not be used to the extent that existing employees doing those duties will suffer a reduction of hours.

4. The total number of Courtesy Clerks hours in a store shall not exceed ten percent (10%) of the total hours worked in the bargaining unit of that store each and every week.
5. It is understood that Courtesy Clerks are excluded from the guarantee calculations but are eligible to receive guarantees.

If the Company exceed the ten percent (10%) indicated above in a week, hours in excess of ten percent (10%) shall be paid at the rate of fifteen dollars (\$15.00) per hour to the most senior Food Specialist(s).

LETTER OF UNDERSTANDING #11

Uniform Clothing Allowance

When the Employer determines it appropriate and implements a uniform shirt, the following will apply.

The Employer agrees to:

- 1) Provide two (2) shirts to available anytime employees;
- 2) Provide one (1) shirt to restricted employees;

In addition, the Employer will provide one (1) replacement shirt after a year of employment and each subsequent year upon request by the employee.

Employees are required to maintain their shirts in a clean and presentable condition. Any additional shirts required by the

employee can be purchased from the Employer at a cost not to exceed twelve dollars (\$12.00) per shirt.

If in the future, subsequent to the Employer implementing uniform shirts, the Employer changes the policy and no longer provides shirts, it will provide a one (1) time payment of fifty dollars (\$50.00) to available anytime employees and twenty-five dollars (\$25.00) to restricted employees for the purchase of new required clothing.

LETTER OF UNDERSTANDING #12

Anti-Fatigue Mats

Effective anti-fatigue mats will be placed at the checkstands, customer service and in appropriate production areas.

LETTER OF UNDERSTANDING #13

Hand Sanitizers

Once the necessary approvals are put in place by the Federal Government citing Sani-Hand Hand Wipes as food grade safe, the Employer will make Sani-Hand Hand Wipes available for all cashiers.

LETTER OF UNDERSTANDING #14

Respect and Dignity

The Employer agrees that employees, the people who are a vital part of our success, must be treated with dignity, respect and fairness appropriate in the circumstances.

The parties agree that allegations of inappropriate conduct may be grieved under Article 31. If the parties cannot resolve the issue through the grievance procedure, the matter may be referred to an arbitrator under Article 32. In the event the arbitrator finds that a violation of this letter has occurred, he/she will be limited to referring the case to the following dispute resolution process.

1. The matter will be referred to a mediator from an agreed list of suitable mediators.
2. If the matter is not resolved through direct mediation, the mediator will write a report outlining his/her view of the matter and make recommendations for a resolution.
3. Individuals identified through the process as having engaged in inappropriate conduct will be retrained or appropriately disciplined as determined by the Employer.

LETTER OF UNDERSTANDING #15

Undergraduate Pharmacists

The introduction of Undergraduate Pharmacists shall not result in a reduction in hours worked by employees in the Department.

LETTER OF UNDERSTANDING #16

Joe Fresh

As a uniquely specialized non-traditional store department any movement of employees into the Joe Fresh department under the terms of the collective agreement shall be subject to an employee meeting the ability and qualification requirements of the Joe Fresh business unit. Employees entering the Joe Fresh business would generally be expected to demonstrate fashion apparel knowledge, great customer service and inter-personal communication skills. If an employee faces layoff and is not permitted to bump into Joe Fresh they will be absorbed elsewhere in the bargaining unit.

LETTER OF UNDERSTANDING #17

Journeyman Rates – Meat Cutters & Bakers

Access to the Journeyman Rates shall be afforded to those Meat Cutters and Bakers who successfully complete either the Provincial Journeyman program or the Company Certification Program.

LETTER OF UNDERSTANDING #18

Shift Change – Day to Night / Night to Day

The Company and Union shall meet to discuss employee issues that may arise specific to shift changes between day / night and night / day, with a view to resolve said issues where possible.

LETTER OF UNDERSTANDING #19

Retail

In the event that a four (4) day work week is being considered, the Company and the Union will meet to discuss provisions of a mutually agreeable four (4) day work week for full-time employees.

LETTER OF UNDERSTANDING #20

Vacation

Provided a full-time employee with three (3) or more weeks' vacation entitlement advises the Company, in writing, at least one (1) month before the commencement of vacation being taken outside of prime time*, the Company agrees to schedule one (1) of the employee's Friday/Saturday, Saturday/Sunday or Sunday/Monday combinations to coincide with the employee's vacation, once per year, provided that another full-time employee's vacation does not overlap the weekend requested.

The above is in addition to Article 18.26.

*Prime Time is April 1 to September 30.

LETTER OF UNDERSTANDING #21

Undergraduate Opticians

Undergraduate Opticians shall be added to the exclusions listed in Article 1.2 of the Collective Agreement. The introduction of Undergraduate Opticians shall not result in a reduction in hours worked by the employees in the Department.

LETTER OF UNDERSTANDING #22

Extra Foods Store Conversion to Your Independent Grocer (YIG) / other Banner

At conversion, all employees will have the option of one of the following:

- 1) Accept the full YIG terms associated with the buy-down;
OR
- 2) Maintain their Extra Foods economic terms (hourly rate of pay, health and welfare benefits, pension, dental benefits, and vacation) while accepting the remainder of the terms in the YIG agreement.

In the event of an Extra Foods store conversion to a Your Independent Grocer (YIG) or other Banner, the affected employees will be entitled to two (2) weeks pay per year of completed service to buy-down to an available position in the franchise store. For full-time employees the maximum buy-down payment is \$75,000 and the minimum payment is \$10,000. For part-time employees, the maximum buy-down payment is

\$15,000. A part-time employee with one (1) year or more of service as of the date of transfer will receive no less than \$1,000 and part-time employees with less than one (1) year will receive no less than \$500.

They shall be covered by all the terms and conditions of the applicable franchise collective agreement.

Full-time or part-time employees shall be offered full-time or part-time available positions based on their order of seniority based on their ability and qualifications. In the event the applicable collective agreement wage scale does not match exactly, the employee will slot into the next higher rate, be credited with the minimum hours associated with that wage rate and progress from that point based on hours worked. Any employee who is currently being paid a rate in excess of the Top rate will move to the new Top rate.

Extra Foods employees will be rank ordered with the franchise business based on their seniority with Extra Foods and will be placed ahead of any new employees that may be hired. Their service with Extra Foods will be recognized for benefit eligibility if applicable. The payment referred to above will be calculated based on the date the store converts.

Where there are no jobs available within the converted store for either a full-time or part-time employee then the least senior employee will be offered a buy-out of four (4) weeks per year of service. Notwithstanding the above, the Company will consider volunteers in order of seniority, ability and qualifications and the needs of the business for this buy-out.

LETTER OF UNDERSTANDING #23

Merging of Departments

As discussed in collective bargaining, it is the Company's intention to merge certain Departments or merge classifications within Departments in order to effect more efficient scheduling. It is understood that seniority and wage rates would carry over to the newly merged department. As these mergers occur, the Company will give advance notice to the Union and will meet with the Union to discuss the process in advance. Existing Employees in these Departments shall not lose any existing guarantee of hours as a result of this change.

LETTER OF UNDERSTANDING #24

LPO

Within six (6) months following ratification, the Company will place pre-ratification Loss Prevention Officers wishing to remain the bargaining unit into Food Side Clerk vacancies within the RCSS group of Stores. They will move to the next highest rate of pay on the Food Clerk scale with the appropriate Class Hour adjustment.

Loss Prevention Officers wanting to move to the "out of scope" position would be accommodated immediately following ratification.

All references to Loss Prevention to be deleted from the Collective Agreement.

AS TO LETTERS OF UNDERSTANDING #1 TO (AND INCLUDING) #24:

Signed this 3rd day of August 2011, at British Columbia.

For the Company

For the Union





LETTER OF UNDERSTANDING #25W

Health & Safety Committee - Marine Drive Warehouse

- a) The Employer agrees to ensure as far as reasonably practical to do so the Health and Safety of the Employees.
- b) A Health and Safety Committee shall be established as required under the Industrial Health and Safety Regulations for the Warehouse, Marine Drive location. The Union and Management shall each appoint four (4) committee members and one (1) alternate for each member. The committee shall meet once per month at the place of employment or otherwise mutually agreed location. The Company shall schedule a minimum of four (4) of the Union's appointees to attend each monthly meeting.
- c) The Union or any employee may bring to the attention of the Employer any Health and Safety concerns and such issues will be addressed by the Committee.
- d) The Employer will act expeditiously in responding to Health and Safety concerns raised.

LETTER OF UNDERSTANDING #26W

Health And Safety, Pitt Meadows 1932

- a) The Employer agrees to ensure as far as is reasonably practical to do so the Health and Safety of the Employees.
- b) A Health and Safety Committee shall be established as required under the Industrial Health and Safety Regulations for the Warehouse, Pitt Meadows location. The Union and Management shall each appoint two (2) committee members and one (1) alternate for each member. The committee shall meet once per month at the place of employment or otherwise mutually agreed location. The Company shall schedule a minimum of two (2) of the Union's appointees to attend each monthly meeting.

In the event that the total number of employees at the Pitt Meadows location exceeds 400 then the number of appointees shall increase to four (4). The Company shall schedule a minimum of four (4) of the Union's appointees to attend each monthly meeting.

- c) The Union or any employee may bring to the attention of the Employer any Health and Safety concerns and such issues will be addressed by the Committee.
- d) The Employer will act expeditiously in responding to Health and Safety concerns raised.

LETTER OF UNDERSTANDING #27W

Distribution Centre - S.E. Marine & Prince Edward Street 1908

1. Forklift Training

Available Anytime Employees may request to be trained to operate a Forklift. When a vacancy occurs in their department, those employees who have demonstrated a consistent ability to work in an efficient, accurate and safe manner will be trained based on seniority, provided they have the merit, fitness and ability to perform the work.

Employees will be under review for a period of up to 500 hours to demonstrate their ability to successfully complete the program to Company standards. In the event they are unable to perform satisfactorily during the training program or during the review period they may be returned to their previous duties.

An employee who has successfully completed the training shall then be eligible to be assigned Forklift duties by seniority provided he maintains an efficient, accurate and safe record of Forklift operation.

2. The Company will provide appropriate apparel to be worn by employees when assigned to work in the freezer. Repairs and cleaning of apparel will be paid for by the Company, subject to prior authorization by management. Alternate apparel shall be provided for the duration of the cleaning or repair.

3. The Company and the Union will meet to review and discuss Audit results or major changes to the engineered labour standards. Afterwards, the Company will communicate with the affected department's employees to review the results and any changes ensuing as a result of the audit. The Union will have the opportunity to have an Industrial Engineer audit the engineered labour standards system.

The Company will provide to the Shop Steward or employee representative in the warehouse, at the time discipline or terminations occur, or within a reasonable period of time, a copy of the disciplinary document.

The Company agrees to meet with the Union Representative and 2 Shop Stewards, twice per year and one other time during the year at the request of the Union, in order to review and discuss concerns specific to the engineered labour standards, with participation from the Industrial Engineering department. Shop Stewards wage costs associated with these meetings will be borne by the Education and Training Fund.

Non-probationary employees who have failed to meet the engineered labour standards and have served a two week suspension for same, will be given the opportunity to receive up to eight hours of retraining upon their return from suspension. Should they fail to meet standards following the retraining, their employment will be terminated.

4. The Employer will provide rubber boots, rubber gloves, face shields and other personal protective equipment or

materials that may be required for the clean-up of hazardous materials.

5. Warehouse employees may request a transfer to another department within the Warehouse once per the term of the collective agreement. Requests will be considered subject to Article 30.6 when a full-time vacancy is available.
6. The Company will not utilize temporary labour agencies to provide utility warehouse workers without first offering the work to existing warehouse employees. The work, including overtime hours will be offered within the affected department first and then in other departments.
7. The senior 50% of full time employees in each warehouse department shall have preference of available shifts. Selection of a preferred shift shall be subject to the efficient operation of the department.

Eligible employees shall declare their shift preference twice a year in writing to their Supervisor.

- 1) the first Sunday in January to be effective the first Sunday in February
- 2) the first Sunday in June to be effective the first Sunday in July

8. The parties agree that the current roster of Departmental Supervisors includes the following:

Operations Specialist, Inventory Control, Maintenance, Administration Staff, Auditors.

9. Warehouse Person Classification – 1908

The Distribution Specialist B scale shall apply to all new employees.

10. First Aid Premium

Employees who have the necessary first aid qualifications shall receive \$1.00 per hour for all hours assigned to provide the required first aid coverage.

Where the Employer and the employee mutually agree that the employee will attend a First Aid course, the cost of the course shall be paid by the Employer upon successful completion by the Employee.

11. Safety Footwear Allowance

Warehouse employees who have successfully passed probation shall receive \$75.00 annually, paid by the end of January, to offset the cost of Safety Footwear. Such footwear will be required to have a six inch (6") ankle high protection.

LETTER OF UNDERSTANDING #28W

Distribution Centre - Pitt Meadows

1. This Letter of Understanding to be added as an addendum to the current Collective Agreement specific to the Real Canadian Superstore, Distribution Center & Extra Foods in British Columbia.
2. UFCW 247 to be recognized as the bargaining agent for the new Pitt Meadows Facility (PMFFF).
3. 40% of hours worked by full time employees based on dental hour reports. Less than 15% of the full time positions will be in the Warehouse Persons Classification (A). Those impacted by this amendment will maintain full-time status, rate of pay and benefits. It is understood that no part-time employee will be scheduled on a day in which an impacted full-time employee working less than forty (40) regular hours weekly is not scheduled.
4. Two classifications:
 - a) Warehouse Persons
(Piling/Sorting, Battery Filler, Cycle Counter, Janitorial - all departments, and use of Power Jack solely for the purpose of staging on the dock)
 - b) Distribution Specialists
(Assemblers/ Shippers/ Receivers/ Mechanics/ Fork Lift Operators, Scrubber Drivers, Inventory Control Specialists)

5. Current Departments:
 - 1) IC
 - 2) Maintenance
 - 3) Warehouse
6. 40-hour standard work week for full-time employees.

7. Future Transfer of Work

In the event that the Company plans to move a segment of the business that equates to 5% or more of the hours from Branch 1908 to the PMFFF, the parties shall meet to determine the corresponding number of employees that are directly affected who will be able to exercise a right to transfer to the PMFFF. Those directly affected employees transferring to PMFFF under the agreement would retain their current PT or FT status, seniority and remain on the 1908 wage scale.

8. Job Security

In the unlikely event of the closure of Branch 1908, employees shall be able to exercise their seniority to transfer to PMFFF, subject to available work. Should there be employees who are unable to secure a transfer to PMFFF, the Company and Union representatives shall meet to discuss an adjustment plan and possible assignment to positions in Superstores within their contract area as determined by the Company.

9. Opportunity Clause – PMFFF

Employees in the Warehouse Persons Classification (A) who have completed their probationary period will be considered for vacancies in the Distribution Specialists Classification (B). Warehouse persons shall be considered on the basis of seniority provided the merit, fitness and ability are relatively equal among employees.

Employees granted a transfer will be on probation for a period of up to 300 hours to demonstrate their ability to perform the work in a satisfactory manner. In the event they are unable to perform satisfactorily in the new position, they shall be returned to their previous position for the balance of the term of the current agreement.

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

10. First Aid Premium

Employees who have the necessary first aid qualifications shall receive \$1.00 per hour for all hours assigned to provide the required first aid coverage.

Where the Employer and the employee mutually agree that the employee will attend a First Aid course, the cost of the course shall be paid by the Employer upon successful completion by the Employee.

11. Safety Footwear Allowance

Warehouse employees who have successfully passed probation shall receive \$75.00 annually, paid by the end of January, to offset the cost of Safety Footwear. Such footwear will be required to have six inch (6") ankle high protection.

12. Temporary Labour Agencies

The Company will not utilize temporary labour agencies to provide utility warehouse workers without first offering the work to existing warehouse employees. The work, including overtime hours will be offered within the affected departments first and then in other departments.

13. Freezer Premium

A freezer premium of fifty cents (\$0.50) per hour will be paid for all time spent working in the freezer in excess of one (1) hour.

LETTER OF UNDERSTANDING #29W

Department Roster – Pitt Meadows Facility

The parties agree that the current roster of Departmental Supervisors includes the following:

Inbound, Outbound, Inventory Control, Maintenance, Logistics, Coordinator, Administrator, Apparel, Auditors

LETTER OF UNDERSTANDING #30W

Distribution Centre - Pitt Meadows

1. Forklift Training

Available Anytime Employees may request to be trained to operate a Forklift. When a vacancy occurs in their department, those employees who have demonstrated a consistent ability to work in an efficient, accurate and safe manner will be trained based on seniority, provided they have the merit, fitness and ability to perform the work.

Employees will be under review for a period of up to 500 hours to demonstrate their ability to successfully complete the program to Company standards. In the event they are unable to perform satisfactorily during the training program or during the review period they may be returned to their previous duties.

An employee who has successfully completed the training shall then be eligible to be assigned Forklift duties by seniority provided he maintains an efficient, accurate and safe record of Forklift operation.

2. The Company will provide appropriate apparel to be worn by employees when assigned to work in the freezer. Repairs and cleaning of apparel will be paid for by the Company subject to prior authorization by management. Alternate apparel shall be provided for the duration of the cleaning or repair.
3. The Company and the Union will meet to review and discuss Audit results or major changes to the engineered

labour standards. Afterwards, the Company will communicate with the affected department's employees to review the results and any changes ensuing as a result of the audit. The Union will have the opportunity to have an Industrial Engineer audit the engineered labour standards system. The Company will consider concerns or suggestions that arise from this process.

The Company will provide to the Shop Steward or employee representative in the warehouse, at the time discipline or terminations occur, or within a reasonable period of time, a copy of the disciplinary document.

The Company agrees to meet with the Union Representative and 2 Shop Stewards, twice per year and one other time during the year at the request of the Union, in order to review and discuss concerns specific to the engineered labour standards, with participation from the Industrial Engineering department. Shop Stewards wage costs associated with these meetings will be borne by the Education and Training Fund.

Non-probationary employees who have failed to meet the engineered labour standards and have served a two week suspension for same, will be given the opportunity to receive up to eight hours of retraining upon their return from suspension. Should they fail to meet standards following the retraining, their employment will be terminated.

4. The Employer will provide rubber boots, rubber gloves, face shields and other personal protective equipment or

materials that may be required for the clean-up of hazardous materials.

5. Warehouse employees in the Distribution Specialist Classification (B) may request a transfer to another department within the Warehouse once per the term of the collective agreement. Requests will be considered subject to Article 30.6 when a full-time vacancy is available.
6. The senior 50% of full time employees in each warehouse department shall have preference of available shifts. Selection of a preferred shift shall be subject to the efficient operation of the department.

Eligible employees shall declare their shift preference twice a year in writing to their Supervisor.

- 1) the first Sunday in January to be effective the first Sunday in February
- 2) the first Sunday in June to be effective the first Sunday in July

LETTER OF UNDERSTANDING #31W

10 Hour Shifts

Should the Company wish to introduce a ten (10) hour shift into either of the Distribution facilities, the parties agree that they will meet prior to the implementation in order to discuss any issues and concerns in how these shifts would work under the current

Collective Agreement. It is agreed that the parties may utilize a mediator in assisting them in resolving these matters, and the mediator will remain seized to deal with matters arising from the trial period.

Once the ten (10) hour concept has been introduced, it will be considered to be on a trial period of four (4) months. At the end of the trial period that parties will meet to deal with any issues that may have arisen and the feasibility of the process. Either party may elect to include the mediator in these discussions and both parties must agree to continue then ten (10) hour shifts going forward or the scheduling practice will be discontinued. Any amendments to the Collective Agreement specific to ten (10) hour shifts will be attached to this Agreement as a separate Letter of Understanding.

LETTER OF UNDERSTANDING #32W

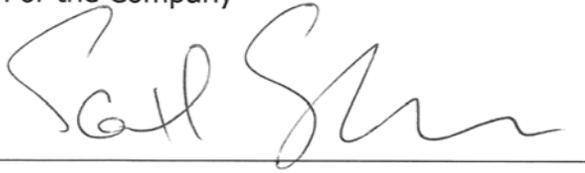
Job Bids and Training

It is agreed that in instances where the Employer is offering training and/or movement to another function, it shall be offered to the senior employee(s), provided that fitness, merit and ability are relatively equal.

AS TO LETTERS OF UNDERSTANDING #25W TO (AND INCLUDING) #32W:

Signed this 3rd day of August 2011, at British Columbia.

For the Company



For the Union



WAGES – RETAIL

Full-time Employees

Date of ratification (Dec. 3, 2010) – Effective the first full pay period following ratification, active full-time employees shall receive a lump sum payment of \$1,500.00. In addition, effective the first full pay period following ratification, active full-time employees shall receive a thirty cent (\$0.30) off scale increase.

August 2011 – Effective the first full pay period, active full-time employees on the payroll on the date of ratification shall receive a lump sum payment of \$1,000.00.

August 2012 – Effective the first full pay period, active full-time employees on the payroll on the date of ratification shall receive a forty cent (\$0.40) off scale increase.

August 2013 – Effective the first full pay period, active full-time employees on the payroll on the date of ratification shall receive a forty cent (\$0.40) off scale increase.

August 2014 – Effective the first full pay period, active full-time employees on the payroll on the date of ratification shall receive a lump sum payment of \$1,000.00.

Part-time Employees

Date of Ratification (Dec. 3, 2010) – Effective the first full pay period following ratification, active part-time employees shall receive a lump sum payment as follows:

Employees that work 24 hours or more per week - \$1,000.00

Employees that work 16 hours to 24 hours per week - \$500.00

Employees that work 8 hours to 16 hours per week - \$250.00

Employees that work less than 8 hours per week - \$100.00

In addition, effective the first full pay period following ratification, active part-time employees shall receive a thirty cent (\$0.30) off scale increase.

August 2011 – Effective the first full pay period, active part-time employees on the payroll on the date of ratification shall receive a lump sum payment as follows:

Employees that work 24 hours or more per week - \$650.00

Employees that work 16 hours to 24 hours per week - \$350.00

Employees that work 8 hours to 16 hours per week - \$100.00

August 2012 – Effective the first full pay period, active part-time employees on the payroll on the date of ratification shall receive a forty cent (\$0.40) off-scale increase.

August 2013 – Effective the first full pay period, active part-time employees on the payroll on the date of ratification shall receive a forty cent (\$0.40) off-scale increase.

August 2014 – Effective the first full pay period, active part-time employees on the payroll on the date of ratification shall receive a lump sum payment as follows:

Employees that work 24 hours or more per week - \$650.00

Employees that work 16 hours to 24 hours per week -
\$350.00

Employees that work 8 hours to 16 hours per week -
\$100.00

It is understood that an employee who is absent from work due to illness, accident or approved leave shall receive the lump sum outlined above provided they are cleared, and have returned to work prior to the next lump sum payment.

WAGES – WAREHOUSE

Active Full-time Top Rate Distribution Specialists at MD and Distribution Specialists C at PM

Sunday Following Ratification - \$1,250

August 2011 - \$1,000

August 2012 - \$1,000

August 2013 - \$1,000

August 2014 - \$1,000

Active Part-time Top Rate Distribution Specialists at Marine Drive

Sunday Following Ratification - \$500

August 2011 - \$500

August 2012 - \$500

August 2013 - \$500

August 2014 - \$500

Active Full-time Top Rate Distribution Specialists B at Pitt Meadows

Sunday following ratification - \$1,000

Sunday following ratification - \$0.40 per hour increase

August 2011 - \$0.40 per hour increase

August 2012 - \$0.40 per hour increase

August 2013 - \$0.40 per hour increase

August 2014 - \$0.40 per hour increase

Active Part-time Distribution Specialists B at Pitt Meadows

Sunday following ratification - \$350 for Top Rate Employees;
\$250 for Part-time employees in the Progression

Sunday following ratification - \$0.40 per hour increase

August 2011 - \$0.40 per hour increase

August 2012 - \$0.40 per hour increase

August 2013 - \$0.40 per hour increase

August 2014 - \$0.40 per hour increase

APPENDIX A – WAGES

In the event the Province of British Columbia raises the minimum wage during the life of this agreement, the new start rate will be twenty-five (\$0.25) cents above the new minimum wage.

	BC Minimum Wage	Start Rate
Today	\$ 8.00	
May 1/11	8.75	\$ 9.00
Nov 1/11	9.50	9.75
May 1/12	10.25	10.50

Food Clerk Trainee				
Hours	*CURRENT	*DOR	Nov 1/11	May 1/12
0	\$ 9.00	\$ 9.00	\$ 9.75	\$ 10.50
521	9.25	9.25	9.75	10.50
1041	9.50	9.50	9.75	10.50
1561	9.75	9.75	9.75	10.50
2081	9.95	9.95	9.95	10.50
2601	10.20	10.20	10.20	10.50
3121	10.55	10.55	10.55	10.55
3641	11.10	11.10	11.10	11.10
4161	12.50	12.50	12.50	12.50
4681		13.19	13.19	13.19
5201		14.34	14.34	14.34

* Subject to Article 46

Food Clerk Specialist Hired <u>Before</u> Ratification Dec. 3, 2010	
Hours	CURRENT
0	\$ 12.50
521	13.19
1041	14.34
1561	15.48
2081	16.63
2601	17.77
3121	18.92
3641	20.06
4161	23.76

Food Clerk Specialist Hired <u>After</u> Ratification Dec. 3, 2010	
Hours	*DOR
0	\$ 15.48
521	16.63
1041	17.77
1561	18.92
2081	20.06
2601	23.76

* Subject to Article 46

Bakers – Bakery Production Specialists	
Hours	DOR
0	\$ 10.75
521	11.25
1041	12.25
1561	13.50
2081	14.75
2601	16.00
3121	17.25
3641	18.50
4161	19.75
4681	23.76
5201 *	24.11
5721 *	25.81

*Journey person or Loblaw Gold Certified status required

Meat Cutters – Meat Production Specialists	
Hours	DOR
0	\$ 13.00
521	14.00
1041	15.00
1561	15.96
2081	16.91
2601	17.87
3121	18.82
3641	19.78
4161	20.73
4681	23.76
5201 *	24.11
5721 *	26.05

*Journey person or Loblaw Gold Certified status required

Meat Cutter and Baker Trainees		
Hours	DOR	May 1/12
0	\$ 10.25	\$ 10.50
521	10.75	10.75
1041	11.25	11.25
1561	12.65	12.65

Courtesy Clerks				
Hours	DOR	May 1/11	Nov 1/11	May 1/12
0	\$ 8.50	\$ 9.00	\$ 9.75	\$ 10.50
521	8.60	9.00	9.75	10.50
1041	8.70	9.00	9.75	10.50
1561	8.80	9.00	9.75	10.50
2081	9.00	9.00	9.75	10.50
2601	9.50	9.50	9.75	10.50
3121	10.95	10.95	10.95	10.95

Hosts			
Hours	DOR	Nov 1/11	May 1/12
0	\$ 9.30	\$ 9.75	\$ 10.50
501	9.35	9.75	10.50
1001	9.45	9.75	10.50
1501	9.55	9.75	10.50
2001	9.70	9.75	10.50
2501	9.90	9.90	10.50
3001	10.10	10.10	10.50
3501	10.30	10.30	10.50
4001	10.50	10.50	10.50
4501	11.60	11.60	11.60

Pharmacy Technicians

Hours	DOR	Nov 1 /11	May 1 /12	Aug 12 /12	Aug 11 /13
0	\$ 9.40	\$ 9.75	\$ 10.50	\$ 10.50	\$ 10.50
521	9.76	9.76	10.50	10.50	10.50
1041	10.37	10.37	10.50	10.50	10.50
1561	10.98	10.98	10.98	10.98	10.98
2081	11.59	11.59	11.59	11.59	11.59
2601	12.20	12.20	12.20	12.20	12.20
3121	12.81	12.81	12.81	12.81	12.81
3641	13.42	13.42	13.42	13.42	13.42
4161	14.03	14.03	14.03	14.03	14.03
4681	14.95	14.95	14.95	14.95	14.95
5201	15.15	15.15	15.15	15.15	15.15
5721	15.75	15.75	15.75	15.75	15.75
6241	16.35	16.35	16.35	16.35	16.35
6761	18.50	18.50	18.50	19.00	19.50

GM Assistants						
Hours	DOR	May 1 /11	Nov 1 /11	May 1 /12	Aug 12 /12	Aug 11 /13
0	\$8.75	\$9.00	\$9.75	\$10.50	\$10.50	\$10.50
521	9.00	9.00	9.75	10.50	10.50	10.50
1041	9.25	9.25	9.75	10.50	10.50	10.50
1561	9.50	9.50	9.75	10.50	10.50	10.50
2081	9.75	9.75	9.75	10.50	10.50	10.50
2601	9.95	9.95	9.95	10.50	10.50	10.50
3121	10.15	10.15	10.15	10.50	10.50	10.50
3641	10.35	10.35	10.35	10.50	10.50	10.50
4161	12.00	12.00	12.00	12.00	12.25	12.50

GM Specialists (GVRD)				
Hours	DOR	May 1/11	Nov 1/11	May 1/12
0	\$8.75	\$9.00	\$9.75	\$10.50
521	9.25	9.25	9.75	10.50
1041	10.00	10.00	10.00	10.50
1561	10.75	10.75	10.75	10.75
2081	11.50	11.50	11.50	11.50
2601	12.25	12.25	12.25	12.25
3121	13.25	13.25	13.25	13.25
3641	14.25	14.25	14.25	14.25
4161	15.00	15.00	15.00	15.00
4681	16.75	16.75	16.75	16.75

GM Specialists (Outside GVRD)

Hours	DOR	May 1/11	Nov 1/11	May 1/12
0	\$8.75	\$9.00	\$9.75	\$10.50
521	9.00	9.00	9.75	10.50
1041	9.25	9.25	9.75	10.50
1561	9.50	9.50	9.75	10.50
2081	9.75	9.75	9.75	10.50
2601	10.00	10.00	10.00	10.50
3121	10.25	10.25	10.25	10.50
3641	10.50	10.50	10.50	10.50
4161	10.75	10.75	10.75	10.75
4681	13.90	13.90	13.90	13.90

Optical Technicians

Hours	DOR
0	\$12.70
521	13.10
1041	13.50
1561	13.90
2081	14.30
2601	14.70
3121	15.10
3641	15.50
4161	15.90
4681	16.30
5201	16.70
5721	18.00

**Marine Drive Distribution Specialists B
(All Employees Hired After Ratification)**

Hours	S.F.R	Aug/11	Aug/12	Aug/13	Aug/14
0	\$13.75	\$13.75	\$13.75	\$13.75	\$13.75
521	14.00	\$14.00	14.00	14.00	14.00
1041	14.25	14.25	14.25	14.25	14.25
1561	14.75	14.75	14.75	14.75	14.75
2081	15.25	15.25	15.25	15.25	15.25
2601	15.75	15.75	15.75	15.75	15.75
3121	16.00	16.00	16.00	16.00	16.00
3641	16.25	16.25	16.25	16.25	16.25
4161	16.50	16.50	16.50	16.50	16.50
4681	17.00	17.00	17.00	17.00	17.00
5201	17.50	17.50	17.50	17.50	17.50
5721	18.25	18.65	19.05	19.45	19.85

Pitt Meadows Distribution Specialists B Scale						
Hours	Current	S.F.R	Aug/11	Aug/12	Aug/13	Aug/14
0		\$13.75	\$13.75	\$13.75	\$13.75	\$13.75
521		14.00	14.00	14.00	14.00	14.00
1041		14.25	14.25	14.25	14.25	14.25
1561		14.75	14.75	14.75	14.75	14.75
2081		15.25	15.25	15.25	15.25	15.25
2601	\$14.75	15.75	15.75	15.75	15.75	15.75
3121	14.75	16.00	16.00	16.00	16.00	16.00
3641	14.75	16.25	16.25	16.25	16.25	16.25
4161	14.75	16.50	16.50	16.50	16.50	16.50
4681	15.25	17.00	17.00	17.00	17.00	17.00
5201	15.75	17.50	17.50	17.50	17.50	17.50
5721	17.85	18.25	18.65	19.05	19.45	19.85

Employees not at top rate as of date of ratification will continue to progress up “current” scale until they reach 5721 class hours. At such time, they will be amalgamated onto the Distribution Specialist B scale at the top rate. All Distribution Specialists hired or promoted after ratification shall fall under the appropriate yearly scale.

Pitt Meadows Warehouse Person "A" (Employees Performing Non-Distribution Specialist B Functions)	
Hours	S.F.R
0	\$13.75
521	13.95
1041	14.05
1561	14.25
2081	14.45
2601	14.60
3121	14.75
3641	15.00
4161	15.25

Employees moving to Distribution B scale shall receive the next highest rate of pay that results in an increase on the Distribution B scale along with the corresponding class hours.

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