

**RETAIL WHOLESALERS  
UNION  
AGREEMENT**

SOURCE	Co	
EFF.	91	04/01
TO	95	03/31
No. OF EMPLOYEES	590	
NOMBRE D'EMPLOYÉS	D.S.	

BETWEEN

RETAIL WHOLESALERS UNION LOCAL 580  
-and-  
MACDONALDS CONSOLIDATED  
LUCERNE FOODS LIMITED

Duration of Agreement:

FROM: April 1, 1991  
TO: March 31, 1995



NOV - 5 1991

04/21/03



# RETAIL WHOLESALE UNION AGREEMENT

BETWEEN

RETAIL WHOLESALE UNION LOCAL 580  
-and-  
MACDONALDS CONSOLIDATED  
LUCERNE FOODS LIMITED

Duration of Agreement:

FROM: April 1, 1991

TO: March 31, 1995



*e.g.  
9/10/16.*

-2-  
 RETAIL WHOLESALE -and- MACDONALDS CONSOLIDATED  
 UNION LOCAL 580 LUCERNE FOODS, LIMITED

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C20:MACDONALDS  
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IS AGREEMENT entered into this 10th day of  
y, 1991.

TWEEN: THE FOLLOWING COMPANIES:

MACDONALDS CONSOLIDATED  
~~including its operations~~ as listed below,  
a body corporate **carrying on business** in  
the Province of British Columbia.

FOODS STORES DEPARTMENT

7205 - 11 Avenue, S. Burnaby, B.C.

PRODUCE DEPARTMENT

7185 - 11 Avenue, S. Burnaby, B.C.

FOODS STORES DEPARTMENT

7185 - 11 Avenue, S. Burnaby, B.C.

VEHICLE REPAIRS DEPARTMENT

7185 - 11 Avenue, S. Burnaby, B.C.

MAINTENANCE DEPARTMENT

7185 - 11 Avenue, S. Burnaby, B.C.

SECURITY DEPARTMENT

7185 - 11 Avenue, S. Burnaby, B.C.

OFFICE STAFF - LOWER MAINLAND

7185 - 11 Avenue, S. Burnaby, B.C.

REGIONAL BUILDING

7185 - 11 Avenue, S. Burnaby, B.C.

FOODS STORES, PRODUCE AND TRUCKING WAREHOUSE

Dawson Creek, B.C.

FOODS STORES LTD. - FORWARDING WAREHOUSE

7080 River Road, Richmond, B.C.

LUCERNE FOODS LTD.

Milk Plant

7650 - 18th Street, S. Burnaby, B.C.

Ice Cream Plant

7185 - n Avenue, S. Burnaby, B.C.

(hereinafter referred to as the "Companies")

OF THE FIRST PART;

AND:

RETAIL WHOLESALE UNION LOCAL 580

of the City of Vancouver, in the Province  
of British Columbia.

(hereinafter referred to as the "Union")

OF THE SECOND PART;

WHEREAS ~~It is~~ the intent and purpose of the parties hereto that ~~this~~ Agreement ~~will~~ promote and improve industrial and economic relationship between the employees and the Companies and to set forth herein the ~~basic~~ agreement ~~covering~~ rates of pay, hours ~~of~~ work and conditions of employment ~~to be~~ observed between the parties hereto.

NOW THEREFORE, THIS AGREEMENT WITNESSETH:

Exceptions In the attached appendices supercede ~~similar~~ provisions In the following ~~Articles~~ of this Agreement.





TITLE I - DURATION OF AGREEMENT

ction 1. The Companies and the Union mutually agree that this Agreement shall be effective from April 1, 1991 to and including March 31, 1995 and thereafter from year to year unless written notice of intent to amend or terminate is given by either party to the other party anytime within four (4) months prior to the expiration of the Agreement. During such period of negotiations this Agreement shall remain in full force and effect.

ction 2. It is mutually agreed that the operation of Sub-section 2 of Section 66 of the Industrial Relations Act of B.C. is specifically excluded from this Agreement.

TITLE II - DEFINITION

The term "employee" as used in this Agreement includes all employees working in the Company's operations listed above except those without the authority to employ or dismiss which includes the Manager and Supervisory Staff of each of the Companies or those excluded by the Industrial Relations Act of British Columbia. The following are also excluded: Macdonalds, Unions - Secretary to the Distribution Centre Manager, Lucerne Foods Ltd., Milk Plant Field Men.

TITLE III - UNION RECOGNITION

ction 1. The Companies recognize the Union as the exclusive bargaining agent for

the employees as defined in Article II during the term of this Agreement and agrees to negotiate with the Committee selected by the Union looking toward a peaceful and amicable settlement of any difference that may arise between the Companies and the Union.

Section 2. There shall be no discrimination against any employee because of Union activities.

Section 3. Bulletin Boards - The Companies shall provide a reasonable number of bulletin boards, for the purpose of posting Union notices, copies of this Agreement and official papers. All such Union material may be posted only upon the authority of officially designated Representatives of the Union.

#### ARTICLE IV - UNION SECURITY

Section 1. All employees now members of the Union shall, as a condition of employment, remain members. All new employees shall become and remain members of the Union upon the completion of five (5) days service with the Companies. All employees shall pay dues.

Section 2. Deduction of Union Dues - Upon written authorization from me employee, the Companies agree to make deductions once each month from the earnings of all employees covered by this Agreement of the dues and initiation fees of the Union and forward the total amount deducted with an Itemized statement of the same to the Acting Secretary of the

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ion.

Union dues, initiation fees and assessments so deducted shall be remitted by the Companies to the Secretary of the Union within seven (7) days after the date of the said deduction.

Companies agree to submit names and deductions in alphabetical order on forms submitted to the Union providing an explanation for each employee for whom a deduction was not made.

- Employee laid off
- Retired
- Deceased
- Voluntary termination
- Discharged.

Article 3. Only members of the Union shall operate Companies trucks, tractors and trailers or use mechanical equipment provided for purpose of loading and unloading in all operations covered by this Agreement except tractors of other Companies may haul Company trailers in accordance with present practice (e.g. off barges and boats).

Article 4. Unloading U.S.A. Produce Trailers - All produce trailers shall be loaded by Companies employees within the gaining unit covered by the terms of this Agreement.

Article 5. Dropping Trailers - Greater

Vancouver, Lower Mainland Area and Vancouver Island - ~~It is understood trailers dropped at Stores~~ shall be unloaded by drivers covered by the terms of this Agreement. The Companies may drop trailers in an emergency and after doing so advise the Shop Steward. Empty trailers may be dropped at any time.

The parties agree the existing practice of direct deliveries (i.e. sugar, paper, turkeys, lime, etc.) shall continue by mutual agreement. In the event the Employer may open larger volume stores or further competition exists in the future, the existing practices may be expanded to be competitive by mutual agreement.

Section 6. An employee within the scope of The Bargaining Unit who accepts employment with the Company outside the scope of the Bargaining Unit shall not be permitted to return to the Bargaining Unit.

#### ARTICLE V - MANAGEMENT

Section 1. The Management of the Companies and ~~the direction~~ of the working force including the right to plan, direct and control the Companies operations to maintain discipline and efficiency of the employees and to require employees to observe Companies rules and regulations; to hire; lay-off; or relieve employees from duties; to promote and transfer subject to the provisions of Article VII - Seniority; suspend; and discharge employees for cause, are to be the sole right and function

f the Employer.

ction 2. Management shall have the sole right to demote for proper cause- Demotions or other reasons shall be subject to the same principles as used for promotions and transfers In Article VII.

ction 3. The parties agree that the foregoing enumeration of Management's rights shall not be deemed to exclude other functions not specifically covered in this Agreement.

ction 4. The exercise of the foregoing rights shall not alter any of the specific provisions of this Agreement, nor shall they be used to discriminate against any member of the Union.

#### ARTICLE VI - WORKING CONDITIONS

ction 1. Wage rates and classification provisions for employees in each of the Companies operations are set out in the attached appendices.

ction 2. Shift Times - The Manager and the Grievance Committee shall arrange for any changes in the starting and stopping time of working shifts also for the meal period. A schedule of hours of work shall be posted on a bulletin board and any changes agreed upon shall be noted on such schedule.

ction 3. Overtime  
) Double time shall be paid for all hours

34-90

37 B-0

worked before or after the regular shift of eight (8) hours and on the employee's day off. (Premiums are not to be doubled.)

(b) It is understood that overtime is on a voluntary basis and no employee covered by this Agreement will or can work overtime without the consent of the Companies.

(c) In the assignment of overtime, the Companies will first approach employees by Seniority in the classification that is scheduled for such overtime.

Section 4. Statutory Holidays

(a) Employees shall be entitled to the following statutory holidays or any others so proclaimed by the Federal Government or Provincial Government without a deduction in pay:

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

\* Employee's birthday

\* The date of the holiday shall be the employee's birthday. A day in lieu shall be granted should a birthday fall on the employee's day off.

53-110

(b) If a Statutory Holiday occurs when an employee is off work on Vacation or A.T.O., the employee shall receive a day off in lieu of such holiday with pay which shall be sched-

ed with their A.T.O. at an earlier or later  
te-

a Statutory Holiday occurs during a Weekly  
Indemnity or Workers' Compensation claim(s),  
the day shall not be rescheduled, unless the  
employee's absenteeism percentage (%) is below  
the formula, as agreed between the Parties.  
In such case, the Statutory Holiday falling  
while an employee is receiving Weekly Indem-  
nity or Workers' Compensation shall be sched-  
uled by the employee with their Accumulated  
Vacation Off. If an employee is on Workers' Com-  
pensation or Weekly Indemnity at year end and  
less than forty (40) hours, these hours  
will be banked.

Payment from all sources shall not exceed 100% and  
the claim will not be interrupted as a result  
of this section.

Employee's absenteeism percentage is 7% effective S.A.R.  
effective January 1, 1992 - percentage is 6%.  
effective January 1, 1993 - percentage is 5%.

For employees who qualify as employees on a  
Weekly Indemnity or Workers' Compensation  
claim during a week of scheduled vacation in  
which there is a Statutory Holiday:

- employees will be paid Weekly indemnity  
or W.C.B. only.
- the week of vacation is to be resched-  
uled.
- the Statutory Holiday is not to be paid  
at this time as it has already either

been scheduled into the current year's leave or has been carried into the following year's leave.

Statutory Holidays falling within a Leave of Absence, Maternity or Paternity period will not be paid and the employee shall not be entitled to receive a day off in lieu of such holiday.

Statutory Holidays falling during an employee's Vacation or A.T.O. will be taken in full weeks only and the balance of less than forty (40) hours can be made up with a Leave of Absence and/or A.T.O. to make full weeks. Any balance of less than forty (40) hours will be carried into the following year.

If an employee is on Sick Leave as set out in Article XII, the employee shall be paid his full pay for any statutory holidays occurring during such period and such days pay shall not be deducted from the employee's Sick Leave Credits.

**Section 5.** When an hourly rated employee ~~is required~~ to work on any of the above holidays, the employee shall in addition be compensated at the rate of double his regular hourly rate of pay (premiums not to be doubled) for each hour worked on the holiday.

**Section 6.** When a holiday mentioned in the above Section 4 falls on an employee's regular day off, such day shall be considered a holiday under the terms of this Agreement. The



Employee will be entitled to a day off in lieu of such holiday.

If the employee's birthday falls on a regular scheduled day off, the employee shall have the option of taking off either the work day before or the first work day after, with pay, with one week's notice from the employee.

Section 7. Call-in Time - Employees called to work and receiving less than four (4) hours work shall be paid for four hours. However, if four (4) hours work is not available at the regular job, an employee shall perform such work for the remaining period of time as may be assigned to him by the Supervisor.

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Section 8. Supper Money - Where meal breaks are specified, work performed over four (4) consecutive hours without a meal period shall be paid for at the rate of double time.

Section 9. Rest Period - Employees shall be entitled to a fifteen (15) minute rest period during each work period of three (3) hours or more. Times at which such rest periods shall be taken shall be scheduled by Management.

Section 10. Equal Pay for Equal Work - Regardless of age or sex, equal pay for equal work will prevail, if the work ordinarily can be performed without further assistance.

15-1

Section 11. New Job-Classifications - When new job classifications are established or existing job classifications are changed by changes in the character of duties and responsibilities as deemed necessary or advisable by the Companies, the Union shall be advised. A rate shall be set by the Companies or the Companies shall furnish additional help to compensate for any additional labour involved. If, after a trial period of thirty (30) days, the Union deems the adjustment made by the Companies to be unsatisfactory, the dispute shall be settled pursuant to the Grievance Procedure herein provided.

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Section 12.

(a) Shift Premiums - Employees working on a shift commencing before 6:00 a.m. or after 10:00 a.m. shall receive a shift bonus of One Dollar and Seventy-Nine cents (\$1.79) per hour.

42-401000

(b) Weekend Premium - Anyone whose regular shift requires them to work between Midnight Friday and Midnight Sunday will be compensated at the rate of ten percent (10%) of the warehouse rate for any hours worked within that period.

43-401000

ARTICLE VII - SENIORITY

Section 1.

(a) Seniority Lists, one for each of the Plants or Departments, shall be supplied in triplicate, by the Companies on January 15th and July 15th, to the Chairman of the Griev-

ice Committee. Such lists to be provided more frequently if requested, BUT in any event, no more often than every three (3) months.

) A list for each operation regardless of departments shall contain the names of all employees, in order of date of hiring, showing positions, classification and date on payroll.

) Overall Seniority - An overall list of employees in all operations covered by this Agreement containing the names of all employees in order of date of hiring, within the operations covered under this Agreement, showing names, classification, department and the date on the payroll.

Section 2. Loss of Seniority - Seniority will be lost if an employee:

) Voluntarily leaves the employ of the Company, or

) Is discharged, or

) Is absent without leave for a period greater than five (5) working days, or

) After a lay-off falls to report for work within five (5) working days after being recalled.

) It is understood that persons laid off are subject to recall providing they keep the Companies informed of their current address and telephone number. The Companies shall

forward a registered letter to the last known address. If the person fails to report for work, he or she shall forfeit all seniority rights.

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Section 3. Lay-Offs and Rehiring

(a) ~~Length of service shall be the~~ deciding factor governing lay-offs and rehiring after lay-offs except where by mutual agreement between the Companies and the Grievance Committee the senior employee does not have the capabilities to perform the work to be done.

If mutual agreement is not reached under the above procedure, then the matter shall be referred to the Companies Labour Relations Representative and a Representative of the Union. If mutual agreement is still not reached, then seniority shall prevail.

(b) Recall Rights (except daily rollbacks)  
Department Rollback and Lay-off to the Pool

27d

(i) A person in a lay-off status from a department would have recall rights into the department from which they came but only on base rated jobs in that department for the first three (3) months of lay-off. For the purposes of '90 day recall' from the full-time Pool of the Lower Mainland Employee Pool, the classification of Order Selector will also be considered as a "Base Rate job".

(ii) After lay-off period of three (3) months, all jobs shall be posted in accordance

with Article VII, Section 7.

- (ii) A full time employee in a lay-off or rollback status from a department shall have the right to post for Lower Mainland postings provided that his or her seniority is greater than the regular full time pool employees.

Should the employee be successful in the posting it is understood that employee loses all recall rights to his or her former department.

- 2)(1) Temporary Lay-off - Less than three (3) months. For lay-off of less than three (3) months for reasons other than permanent closure.

Distribution Centre and Forwarding Warehouse

Employees may exercise their Company seniority to displace less senior employees in classifications of order selector or lower in the Distribution Centre and Forwarding Warehouse only.

Production Plants - Ice Cream, Milk Plant

Lay-off within the departments will be by Company seniority within the department.

Employees in these departments may exercise their Company seniority to displace

only pool employees with less Company seniority.

Dawson Creek

~~Lay-off~~ within the operation will be by Company seniority within each operation and persons laid off cannot displace within the other operations.

- (ii) ~~Lay-offs~~ Due to Labour Disputes - The ~~Temporary lay-off provisions in (i) above~~ will apply during lay-offs due to labour disputes, ~~It~~ being understood however, that the provisions of Section 3 (b) and 3(e) will not apply (as relettered).
- (iii) Only department lay-off notice shall be required on lay-off due to labour disputes provided that the lay-off takes place at the end of such notice.
- (d) Closure of an Operation - In the event of a permanent ~~lay-off~~ due to the closure of an operation or department, overall Company seniority will apply. The most junior employees in all operations will be laid off, and the employees affected by the closure shall occupy the vacancies left by the junior employees providing their seniority enables them to do so.
- (e) Permanent Lay-off - Over three (3) months. ~~Should the lay-off~~ continue past three (3) months, then the provisions of overall seniority covering "closure" will apply-

1) Shift Reduction (other than daily) within Department - in the event an employee is called back out of a shift and/or classification, such employee would be entitled to exercise his/her seniority within the classification they presently hold regardless of shift.

would the employee affected elect not to exercise his/her seniority within the classification to another shift such employee will automatically revert to the Order Selector category. If Order Selector category is not applicable, base rated job to be determined by mutual agreement.

if the employee does not have enough seniority to maintain his/her classification, such employee could then bump the junior employee in their classifications held previously (most senior first). Falling enough seniority to bump the previous classification such employee would revert to the Order Selector category or the base rated job dependent on seniority.

2) No regular full time employees shall be laid off as long as casual, temporary or part time employees continue to be employed. No casual, temporary or part time employee shall be hired until such time as any regular full time employee who may have been laid off is either recalled to work on a full time or part time basis.

Section 4. Lay-Off Notice

1) All employees other than Pool employees shall receive either two (2) weeks notice of

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lay-off ~~or~~ two (2) weeks pay In lieu of such notice. Pool employees who have not been assigned to a department shall receive one (1) weeks notice of lay-off ~~or~~ one (1) weeks pay in lieu of such notice.

All Pool employees who have been In the Pool longer than six (6) months shall receive either two (2) weeks notice of lay-off or two (2) weeks pay In lieu of such notice.

(b) The Employer agrees to advise the Shop Steward in writing the name of the employee to be laid off, date notice is given and effective date of lay-off.

~~Section 5. Permanent Lay-Offs - Shall be considered terminations and dealt with under Article VIII of this Agreement.~~

~~Section 6. Promotions and Transfers~~

27-1  
~~(a) Promotions - length of service shall be the governing factor in promotions providing the factors of being capable, merit and ability are relatively equal among those involved.~~

(b) Promotions shall be made to those who are qualified ~~or~~ capable of being qualified with training to perform the work to be done. In the event a senior applicant is not given a trial period, Management shall discuss the matter with the Grievance Committee prior to filling the job vacancy.

~~Section 7. \*Job Vacancies~~

~~(a) Within an Operation or Department: When~~



Jobs are available notice so advising shall be posted immediately on the bulletin board in the operation concerned for three (3) working days and applications may be made in writing to the Supervisor. Thereafter, names of those appointed to such vacancies to be made within three (3) days and the successful applicant's name will be posted on the Bulletin Board.

- i) All job vacancies in the Lower Mainland at the fork lift classification level and lower will be posted in all the Lower Mainland operations.
  - ii) All other job vacancies in the Lower Mainland will be posted first in the department for three (3) working days. In the event no suitable applications are received such jobs shall be posted in all other operations in the Lower Mainland for three (3) working days.
  - iii) Job vacancies outside the Lower Mainland will be posted for three (3) working days and filled locally.
- d) The Companies agree that when the combined hours of work for a full time employee exceeds a majority of hours in any one job in higher classification than that in which he is normally employed, the employee concerned shall receive the higher rate for the full shift. Applicable to Trucking Department only.
- e) In the event an employee is temporarily requi-

red to fill any position in a classification other than his own for a period of one (1) hour or more per day which the rate of pay is higher than that paid to such employee, he shall receive the rate for the classification for the day in which the work is to be performed, providing the employee can perform such work without assistance.

(c) Employees absent from the Companies shall automatically be considered as possible applicants for any job postings upon return to work for a period of three (3) working days.

(d) Entitlement for job postings under (c) will be restricted to a maximum period of four (4) weeks for persons off work due to absences on Group Insurance, Workers' Compensation, Maternity, or Parental Leave.

Persons who are in this situation would be required to contact their Shop Steward and the Personnel Office or Department Head Involved, each four (4) weeks of their absence in order to apply for any posting for which they may be eligible.

It is understood that such persons are restricted to Job postings that are dated within the four (4) weeks prior to the date of enquiry.

(e) Employees are only eligible for two job postings per year (Jan-Dec) where such postings involve movement between Departments of The Distribution Centre and/or movement be-

ween operations in the lower mainland. This would not include a posting for the apprenticeship program.

f) After the period of one (1) year, employees transferring to any of the operations shall have full Company seniority apply. In the event of a closure, or transfer of jobs from one Department to another, full seniority would apply immediately.

g) Senior pool employees will have to take a first Distribution Centre or Forwarding Warehouse job which becomes available that has not been filled through a job posting.

h) Job Postings for Milk & Ice Cream Departments - If job postings are not filled internally, they will be posted on an overall Lower Mainland posting.

If no applications are received the Companies will hire the required employee through the Union Office, as set out in Article XVIII. Such employees would not be allowed to apply for jobs outside the Plant in which they are working, for a one year period except for medical health reasons.

However, they could apply for internal department postings.

Pool employees will not be forced to take production jobs in Lucerne Milk or Ice Cream plants, however, will be forced to take base rated jobs and jobs involving shipping and

loading.

Section 8. Job Transfer System: Burnaby  
Distribution Centre and Dawson Creek.

1. When any of the operations noted above are going to hire employees to a base rated or pool job, that operation will inform all employees who have filed a transfer application.

The onus is on the employee to fill in a transfer application, to submit same to the operation concerned, and to supply a copy to the Union Plant Chairman prior to the hiring situation.

2. The senior employee to apply for a transfer will be first to move.
3. Once notified of the hiring opportunity the person has (3) three working days to make the final decision. After acceptance the person must be at work in no later than (8) eight weeks time.
4. Scheduled vacations, A.T.O., and leaves of absence may be rescheduled during the moving period at the employees discretion. If such time off is not used during the moving period then the time off may be rescheduled by mutual agreement.
5. Should interim hiring be necessary at the operation where the vacancy occurs then such persons hired will accumulate senior-

ity and be subject to recall according to  
ARTICLE VII - SENIORITY.

If the transferring employee's job has  
been filled and he for valid reasons,  
changes his mind about the move he must  
revert to a base rated job in his original  
operation and will not be considered again  
for future moves in the next two (2)  
years.

Company seniority will apply in the new  
operation for internal job postings after  
one years employment there.

ARTICLE VIII - SEVERANCE PAY

30-1

Section 1. When employment of a regular  
~~full time~~ employee is terminated by the Com-  
panies for reasons other than by resignation  
discharge, the Companies in addition to  
usual vacation pay shall pay the employee  
as following:

n-1

After two (2) years of service, one (1)  
weeks pay for every year of service, to a  
maximum of thirty-five (35) weeks.

35-10  
37-35  
35-1

Section 2. Regular full time employees  
will receive severance pay upon retirement up  
a maximum of four (4) weeks.

Section 3. After a regular full time em-  
ployee has been laid off longer than one (1)  
year, his chances of re-employment will be  
viewed by the Companies and the Union. At

29-012

that ~~time~~ the Companies and the Union will agree to delete the persons name from the Seniority List and pay him his full severance pay, or agree to review his chances of re-employment at a later date.

ARTICLE IX - VACATIONS

Section 1. Employees who have been in the ~~continuous service of~~ the Companies less than one (1) year will receive vacations in accordance with the provisions of the "Annual Holidays Act" of B.C.

Section 2. Full time employees who have the following records of continuous service with the Companies shall be entitled to the following vacations with pay, including premiums where regularly assigned:

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543-3  
548-4  
5413-5  
5418-6  
B P 18-6

(a) Those with one (1) year or more - two (2) weeks at their regular rate of pay.

(b) Those with three (3) years or more - three (3) weeks at their regular rate of pay.

(c) Employees with eight (8) years or more - four (4) weeks at their regular rate of pay.

(d) Employees with thirteen (13) years or more - five (5) weeks at their regular rate of pay.

(e) Employees with eighteen (18) years or more - six (6) weeks at their regular rate of pay.

i Those with twenty-three (23) years or  
e - seven (7) weeks at their regular rate <sup>5426-</sup>  
pay. 7

j Prime Time Vacation Period - Shall be  
e 15th to September 15th, the week of  
Christmas. Employees so entitled shall  
e receive three weeks vacation during this  
e period.

k Non-Prime Time Vacation Period and  
Extended Leave of Absences Period - Employees  
e entitled to four or more weeks may take  
e in consecutively providing the employee  
e takes same during the non-prime time and  
e extended leave of absence period.

l Non-Prime Time and Extended Leave of Absence  
e period is September 16th to June 14th, exclud-  
e ing week of Christmas.

m Including compassionate leave, the employee  
e may apply for up to five (5) weeks of Leave of  
e absence once per year, only full weeks may be  
e taken (except where to complete less than five  
e days accumulated time off and/or Statutory  
e holidays in one (1) week only) and can only be  
e scheduled in one (1) block in the year. Leave  
e for the period January 1st to June 14th must  
e be applied for by December 1st of the preced-  
e ing year. Leave for the period September 16th  
e to December 31st (excluding Christmas break)  
e must be applied for by July 1st that year.  
e Statutory Holidays falling within the Leave of  
e absence period will not be paid. Employees  
e will reimburse the Companies for benefits

(including dental) paid during full weeks of Leaves of Absence. Sick Leave accrual will be adjusted by one (1) hour for each week of Leave of Absence.

### Section 3.

~~(a) Vacations and accumulated time off scheduling must be completed by December 15th of each year. The maximum number of employees scheduled off each week during prime and non-prime time vacation shall be determined by the agreed upon formula: (Prime Time - number of employees in department x the number of weeks required off divided by number of weeks in prime time). (Non-Prime time - number of employees x number of weeks required off divided by number of weeks in non-prime time period).~~

(b) During the vacation scheduling period (October 1st to December 15th of each year) employees who are transferring to another department shall schedule their vacations in the department which they are moving from. Pool employees who are posted to a department shall reschedule their vacations after such posting in the department to which they are being posted.

(c) An employee changing departments or transfers within a Department where it involves a change in vacation schedules within that Department will be required to slot their scheduled time off into the new vacation schedule. The exception being for first four (4) weeks in the Department or weeks verified for a prepaid vacation.



**ction 4.** Before leaving for their vacations or accumulated time off employees shall be entitled to their pay covering that period.

e

**ction 5.** If any statutory holiday occurs during the period of any annual holiday taken by an employee, such day shall be accumulated and shall be scheduled in accordance with Article XXII, Accumulated Time Off, subsection (f).

**ction 6.** The preferred position in the selection and allocation of vacation periods, shall be awarded on the basis of Department Seniority - longest uninterrupted service being first choice. The Companies and the Grievance Committee shall together adjudicate and decide borderline or conflicting cases.

**ction 7.** Employees leaving the employ of the Companies shall be paid a vacation allowance, being either from the date of employment or from the date of vacation period, whichever may be applicable. Such vacation allowance shall be at the rate of:

4% of straight time hours, plus premiums paid for employees with more than one (1) years service but less than three (3) or more years continuous service.

6% for employees with three (3) or more years continuous service.

8% for employees ~~with~~ eight (8) or more years continuous service.

10% for employees with thirteen (13) or ~~more~~ years continuous service.

12% for employees with eighteen (18) or ~~more~~ years continuous service.

14% for employees ~~with~~ twenty-three (23) or ~~more~~ years continuous service.

Section 8.

~~(a) Effective~~ January 1st, 1971, and that of each subsequent year, any ~~new~~ employee shall be paid four percent vacation allowance of their gross earnings (excluding overtime hours) up to December 31st, of the applicable year. ~~The new employee shall~~ be scheduled for two weeks paid vacation in their next calendar year of employment.

(b) Employees ~~entitled~~ to more than two weeks vacation ~~may have their~~ vacations scheduled in the calendar year without being required to pass their anniversary date.

(c) ~~Upon termination~~ of any employee, the Companies shall recover from that employee any overpayment of holiday pay or ~~paid~~ vacation allowance resulting from the employee taking vacations before his anniversary date.

(d) Accumulated ~~Time~~ Off and Vacations occurring during Weekly Indemnity or Workers' Compensation claim(s) shall not be ~~rescheduled~~,

ess the employee's absenteeism percentage ) is below the formula agreed to by the rties.

y from all sources shall not exceed 100% and claim(s) will not be interrupted as a ult of this section.

l vacations shall be taken before umber 31st of each calendar year subject to ticle IX, Section 2. Employees entitled to cations will not be allowed to take money in u thereof.

ver, should an employee be absent at the and due to Workers' Compensation or Week- Indemnity, any vacation, A.T.O., or Statu- y Holidays scheduled, but not taken will t be rescheduled, unless the employee's enteeism percentage (%) is below the form- a agreed to by the Parties. Any reschedul- g will be at the Companies discretion.

enteeism percentage is 7% effective S.A.R. ffective January 1, 1992 - percentage is 6%. ffective January 1, 1993 - percentage is 5%.

#### TITLE X - SAFETY AND HEALTH

##### ction 1.

The Companies will maintain adequate and e lunch rooms, rest rooms and sanitary cilities for the use of its employees and ve proper attention to the elimination of ditions of employment which are a hazard to e safety and health of its employees.

(b) Special ~~wearing apparel~~ and other equipment ~~shall be supplied~~ by the Companies to properly protect its employees from injury-

(c) The Companies agree to supply each employee with either two pairs of coveralls, bib overalls, smocks per year or the employee can purchase a garment of similar cost and be reimbursed by the Companies.

ITEM 2.

~~Footwear and Clothing Allowance - Effective the week of February 1st each year, employees to receive a \$60.00 Footwear and a \$60.00 Clothing Allowance.~~

Employees working in areas designated by the Workers' Compensation Board as safety footwear areas will be required to wear same to a standard acceptable to the Workers' Compensation Board regulations.

New employees will be reimbursed after 90 calendar days of employment for Footwear Allowance.

66-4  
(d) ~~Safety Committee~~ - There shall be a committee in each operation or department who will meet with Management. Minutes of such meetings shall be kept and posted on the bulletin boards. The employee Committee shall be constituted as follows:

Distribution Centre

Lower Mainland

Grocery Warehouse

- Plant Chairman

- one representative

Maintenance Department- one representative  
Trucking Department &  
Truck Repair Dept. - one representative  
Produce Department - one representative  
Frozen Foods Dept. - one representative  
Security Department - one representative  
Sanitation Department - one representative  
Forwarding Warehouse - one representatives  
Dawson Creek Warehouse- two representatives  
Milk Plant - two representatives  
Ice Cream Plant - two representatives  
Terminal Building - one representative

Minutes of each Safety Meeting shall be supplied to each Committee member.

Section 2. Safety and Health - It is agreed that first aid facilities and a qualified First Aid Attendant, within the bargaining unit, holding an Industrial First Aid Certificate, shall be provided by the Company. Said First Aid attendant to receive additional pay per hour as follows:

A"Certificate - ninety-five (95) cents per hour,  
B"Certificate - eighty-five (85) cents per hour,  
C"Certificate - sixty-five (65) cents per hour,

Prepare First Aid Attendants - forty-five (45) cents per hour

#### ARTICLE XI - GRIEVANCE PROCEDURE

Section 1. There shall be a Grievance

Committee in each of the Companies, Plants or Operations designated by the Union, who are actually then in the employ of the Companies and who will be afforded such time off as may be required to attend meetings with the Management held at the request of the Management or the Committee. Said Committee to be constituted as follows:

Grocery Warehouse	- two representatives
Trucking Department	- two representatives
Produce Department	- one representative
Frozen Foods	- one representative
Security Department	- one representative
Sanitation Department	- one representative
Terminal Building	- one representative
Truck Repair	
Maintenance	- one representative
Milk Plant Maintenance,	
Central Maintenance	- one representative
Forwarding Warehouse	- one representative
Dawson Creek Warehouse	- one representative
Milk Plant	- one representative
Ice Cream Plant	- one representative
Office Staff - lower	
Mainland	- one representative

Only the Committee member of the Plant or Department concerned shall attend any meetings in Second Step of the Grievance Procedure unless otherwise mutually agreed.

Section 2. Minutes of meetings shall be ~~written~~, stating the problem and any decision reached regarding the matter. Minutes shall be prepared by the Grievance Committee or the

companies, as mutually agreed upon and signed by both parties. One copy shall be retained by the Companies and one by the Union.

Section 3. The Union agrees to advise the Companies of the names of members of the Grievance Committee in writing and a so of any good from time to time.

Section 4. The steps to be taken in the handling of any grievance shall be:

**FIRST:** Between the aggrieved employee with or without the Shop Steward and the Supervisor; a decision if at all possible to be rendered immediately and not later than twenty-four (24) hours.

In the case of a grievance involving the dismissal of an employee, this Step of the Grievance Procedure may be omitted.

**SECOND:** If settlement is not reached, the grievance shall be presented in writing, signed by a member of the Grievance Committee, to the Manager; a decision to be rendered within forty-eight (48) hours.

**THIRD:** If a Representative of the Union, the Grievance Committee and a Representative of the Canada Safeway Limited - Industrial Relations Department, fail to reach a satisfac-

tory settlement within seventy-two (72) hours, Step Four may be Invoked.

FOURTH:(a)Failing settlement of a grievance at the third step of the Grievance Procedure, either party may request that the grievance be submitted to Mr. Clive McKee who shall attempt to mediate a settlement of the grievance. If Mr. Clive McKee is unavailable or unwilling to act as mediator, the grievance will be submitted to a mediator acceptable to both parties. If Mr. Clive McKee is unavailable or unwilling to act and the parties fail to agree to a suitable alternate within seventy-two (72) hours then the grievance will be submitted to mediation by a person appointed by the Minister of Labour of British Columbia.

(b)If a grievance is not resolved as a result of mediation under paragraph (a), either party may direct the mediator to give a written recommendation(s) for resolution of the grievance and to deliver the recommendation(s) to the parties. Acceptance by the parties of the recommendation(s) shall constitute a final and conclusive settlement of the grievance.

(c)In the event that such recommenda-



tions are not accepted then the parties hereto covenant and agree that every unresolved grievance shall be and constitute a negotiable issue on the agenda of issues to be negotiated between the parties in the course of the collective bargaining for a new Collective Agreement to succeed this Collective Agreement upon the expiration of the term hereof, and the parties further covenant and agree that the obligation to place such unresolved issues on such agenda and to bargain those issues as provided herein, shall survive the expiration of this Collective Agreement, until the conclusion of a new or renewed Collective Agreement.

IFTH: It is distinctly understood and agreed between the parties hereto that in the event that the Companies shall dismiss any employee covered by this Collective Agreement and any such employee believes that he has been unjustly discharged, then the dispute shall be resolved in accordance with the general terms of the Disciplinary Report of Clive McKee.

Section 5. It is distinctly understood that any Board of Arbitration is not vested with the power to change, modify or alter this agreement in any of its parts; the Board may, however, interpret the provisions of this agreement.

Section 6. The Union and the Companies agree that Sub-section 1 of Section 96 of the Industrial Relations Act of 8.C. shall only be implemented where mutually agreed by the Employer and the Union.

#### ARTICLE XII - DISCHARGE CASES

In the event an employee be discharged, laid off or transferred to another part of the Companies operation, the Union shall be advised and if he or she believe that they have been unjustly dealt with, such discharge, lay-off or transfer shall constitute a case arising under the method of adjusting grievances herein provided. In the event it should be decided that an injustice has been dealt an employee, the Companies Involved shall reinstate such employee and pay full compensation for time lost or any lesser settlement as may be agreed upon between the Companies and the Union.

#### ARTICLE XIII - SICK LEAVE

Section 1. Full time employees after completing three (3) months of continuous service accrue one-half (four hours) work day of disability leave credit for each calendar month of full time employment completed thereafter. Disability leave credits may be accumulated to a maximum of sixty-six (66) days.

Employees with more than 12 days accumulation at December 1st of each year, may at their option, elect a payout of sick

days up to the maximum of 6 days subject however, to the restriction that in no event will an employee's accumulation be allowed to drop below 12 days because of a payout.

Sick time payout to be paid by the end of the year based on total as at December 1st.

Section 2.

- a) The Companies shall take whatever steps they feel necessary to establish the genuine basis of a disability.
- b) Should an employee receive sick leave as the result of an accident and he/she subsequently receives a wage loss settlement from W.C.B.C. covering the same period, the amount by which Sick Leave benefits cause the total replacement income to exceed the employee's regular "earnings" shall be reimbursed to the employee. Any banked sick days which may have been used shall be returned to the employee's banked sick days accumulation.

Section 3. It is further understood employees shall have the option as to whether they wish to use any accumulated sick leave or go on the Weekly Indemnity Insurance Plan as provided for under the Group Insurance Plan. It shall be the responsibility of the employee to advise the Companies not later than the third day of absence of his intention to forfeit such option.

Section 4. Employees, if found abusing

this privilege, shall be disciplined by Management. In such cases the Companies may discontinue or reduce the sick leave benefit of the employee or terminate the services of such employee.

Section 5. When an employee retires or leaves the Companies because of disability, he shall be compensated in cash for 100% of any unused sick leave accumulated as of the date of his termination.

An employee voluntarily leaving the Companies for any other reason shall be compensated only up to a maximum of sixty-six (66) days unused sick leave.

#### ARTICLE XIV- AUTOMATION

section 1. Advance Notice - The Union agrees it is the sole right and function of Management to change methods or facilities and to install equipment of all kinds and to make such other changes to its operations as it deems necessary or advisable. Should the Companies decide to install new advanced mechanical equipment, change methods, or close down any of its operations listed in the preface of the Agreement that would result in the termination or lay-off of full time employees, that it will give the Union and its Committee three (3) months advance notice. It is understood the Parties shall then discuss the question of retraining or the application of severance pay.

Section 2. Retraining - As far as retraining is concerned, there are many factors involved such as the requirements of skill and knowledge, whether a person is needed now or in a given length of time and whether present staff have shown adaptability to the type of work to be done; also their physical fitness, etc. These are some of the factors that would determine if training should apply, termination, temporary or permanent lay-off of staff.

Section 3. Severance Pay - Regular full time employees whose employment is terminated under this Section shall be entitled to severance pay of one weeks pay up to a maximum of thirty-five (35) weeks pay. Severance pay as now provided under Section 1 of Article VIII shall not apply.

#### ARTICLE XV - JURY DUTY

Section 1. An employee summoned to jury duty or subpoenaed as a witness shall be paid their regular wages they would have earned had they worked on such day(s).

Section 2. Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. Total hours on jury duty and actual work on the job in one day shall not exceed eight (8) hours for purposes of establishing the basic work day. Any time worked

on the employee's regular job in excess of the combined total of eight (8) hours shall be considered overtime and paid as such under the Contract.

ARTICLE XVI - LABOUR DISPUTES

4-1 The Companies agree that in the event of a legal strike amongst the employees of a concern with which the Companies are doing business, it will not ask, require, or in any way force or compel members of the Union to service such a strike bound firm by crossing any established legal picket line(s). Should a question regarding "hot" goods arise, it shall immediately be referred by the Union Representative to the Company's Industrial Relations Department for joint discussions and considerations.

ARTICLE XVII - UNION BUSINESS

6-3 Section 1.

6-3 (a) The Companies will grant leave of absence without pay to employees who are appointed to Union Office for a period up to and including one (1) year. Further leave of absence may be granted by mutual consent.

6-3 The employee who obtains this leave of absence shall return to his Company within thirty (30) calendar days after the completion of his term of employment with the Union.

(b) The Companies will grant leave of absence without pay to employees who are elected as

Representatives to attend Labour Conventions and Union Conventions of the Retail Wholesale Union in order that they may carry out their duties on behalf of the Union.

(c) In order for the Employer to replace the employee with a competent substitute, it is agreed that before the employee receives this leave of absence, as set forth in Clauses (a) and (b) above, the Employer will be given due notice in writing; In the case of (a) two (2) months and in the case of (b) five (5) calendar days.

d) It is agreed and understood:

1. Under paragraph (a) above, not more than one (1) employee shall be on leave of absence at any one time-
2. Under paragraph (b) above, not more than one (1) from each Plant or Department shall be given leave at any one time.

(e) The Companies agree to maintain the present practice regarding pay arrangements when employees are off on Union business under Section 1.(b).

#### ARTICLE XVIII- NEW HIRING PROCEDURES

It is agreed that only members of the Retail Wholesale Union, with acceptable qualifications to the Employer will be hired in all operations covered by this Agreement. The Companies (Industrial Relations Department)

will advise the Union of the reasons for not hiring an applicant and the Union will be requested to supply an alternative within an additional forty-eight (48) hours from the time of receiving such advice.

If after forty-eight (48) hours, the Union is unable to supply, the Employer shall employ from other sources.

The hiring procedures shall be in accordance with the Union's job referral rules as posted.

Section 2. All prospective employees will be required to have a medical examination prior to being employed. The cost of the medical exam shall be borne by the Companies.

Section 3. New hires in any operation ratification in warehouse classifications of Utility Worker and below; Lucerne Milk and Ice Cream Plants of Utility - Groups III and below.

1st calendar year of employment - 75% of classification rate

2nd calendar year of employment - 85% of classification rate.

New hires in other classifications above those listed shall be paid at 90% of the classified rate for the first three (3) months from their original date of employment with the Company.



ARTICLE XIX- COMPANY GROUP INSURANCE PLAN AND  
B.C. MEDICA

Section 1. The Companies will make available to its employees covered by the Union Agreement between the Companies and the Union, the Companies Group Insurance Plan as made available to its employees in British Columbia. The Companies may adjust that Plan, including employees and dependents premiums.

22  
600

Section 2. The Companies Plan shall automatically be cancelled for all employees and dependents covered by this Agreement if and when a negotiated group insurance plan is adopted for employees covered by this Agreement.

Section 3. The Union shall be advised of any such decision by the Companies to adjust the Companies Group Insurance Plan prior to such change being made effective on employees covered by the Union Agreement between the Companies and the Union.

Section 4. In the event that the Government institutes a Medical Plan to which the Companies are not required to make any contribution, the Companies will add to the employee's hourly wage rate the amount that the Companies have been paying on behalf of the employees to the present B.C. Medical Plan.

Section 5. Welfare Plans - The Companies agree to pay the cost of the following:

200-100  
200-100  
200-100

- (a) B.C. Medical, Wended Medical Benefits.
- (b) Weekly Accident and Sickness Benefits.
- (c) Group Life Insurance.

Effective May 1st, 1987, the Companies agree to eliminate the double billing now required under the H.E.P. Plan for prescriptions.

1. Weekly Benefit

1st day hospitalization  
 4th day sickness or accident not requiring hospitalization.  
 Length of coverage - 39 weeks from date of disability including converted Workers' Compensation claims.

200-100  
200-100

First two (2) weeks - 50% of salary for the first two (2) weeks - wages at the employee's regular hourly rate of pay including premiums where regularly assigned.

Third and fourth weeks - 50% of salary as above or payment at the UIC maximum, whichever is higher.

80% of salary for remainder of weeks.

Calculation of payment shall be made on a five (5) day basis and the employee shall be paid every week from the Companies.

For those employees' whose absence record

is below the formula as agreed between the Parties, Weekly Indemnity for the first four (4) weeks will be at 80% of salary.

Absenteeism percentage is 7% effective S.A.R. Effective January 1, 1992 - percentage is 6%. Effective January 1, 1993 - percentage is 5%.

2. It is understood employee's coverage will continue for all Welfare Plans if the employee is off work as a result of compensation or sickness or accident.
  - (a) Should an employee receive Safeway Weekly Indemnity benefits as the result of an accident and he/she subsequently receives a wage loss settlement from I.C.B.C. covering the same period, the amount by which Weekly Indemnity benefits cause the total replacement income to exceed the employee's regular "earnings" shall be reimbursed to the Companies.
3. Employees who are on compensation shall be paid the amount entitled to from the Workers' Compensation Board by the Companies. The employee shall reimburse the Companies when they receive payment from the Workers' Compensation Board if the employer is unable to arrange that the Board reimburse the Companies direct. An employee found not returning monies paid direct to them by W.C.B. will be disciplined.

4. Upon retirement an employee shall have a \$2,500.00 paid up Life Insurance Policy. Effective July 1, 1983, the Companies will reimburse an employee who retires on pension and obtains medical coverage from the B.C. Medical Plan for premiums.

5. Establish a non-contributing reimbursement Drug, Eyeglass, and Hearing Aid Plan providing the following benefits:

706-100

(a) Reimbursement Drug Plan with no deductible.

709-100

(b) Eyeglass, lenses and frames, to a maximum of \$180.00 per year per person.

704-100

(c) Hearing Aids to a maximum of \$550.00 per person once every four years. If two (2) hearing aids are prescribed, maximum of \$1,100.00 per person once every four (4) years.

701-100

(d) It is understood all employees dependents shall be covered by the above welfare plans. Eligible dependents shall be wife or husband.

(e) A covered employees unmarried children under the age of 19, or under the age of 25 while attending an educational institution provided such person is still dependent on the employee.

6. Employees required to provide medical reports from a Doctor for Group Insurance or sickness, shall have the Doctor invoice the Company direct. Such payment shall be limited to the maximum of the College of Physician's and Surgeons Fee

Schedule- Employees will not be **responsible** for any fees charged in excess of the fee **schedule**.

Employees whose absenteeism record **is** above the formula, as agreed between the **Parties**, shall attend the Company **Physician** upon request.

Section 7. Employee(s) Who Qualifies for Disability Benefits from the Retail Wholesale Union Pension Plan - Employee(s) on disability and dependents shall be covered by the Dental Plan, H.E.P., M.S.P. and Extended Health Plans of this Collective Agreement.

**Group Life** coverage shall apply to **employee(s)** receiving **disability benefits**.

**It is** understood the **following** conditions shall apply:

(a) **The** employee shall be **paid** out at the date he **qualifies for disability benefit similar** to a retired employee.

(b) **it** is understood that should an employee later return to **work** and subsequently **retires** or becomes disabled again, there shall be **only** one payment under this section.

(c) **It is** understood the employee shall retain **his seniority** with the Companies however, **it is, further** understood an employee shall not accrue any vacation, **A.T.O.**, sick leave, severance pay, **or benefits** except as

set out above while receiving disability benefits.

ARTICLE XX - PREPAID DENTAL PLAN

section 1.

(a) ~~The~~ Employer agrees to contribute for all compensable hours (except overtime hours) paid for by the Companies for each full time employee in the bargaining unit who has completed six (6) months of service with the Companies.

Specifically, present and future compensable hours are as follows:

- (1) Straight time hours
- (2) Vacations
- (3) A.T.O.
- (4) Statutory Holidays
- (5) Paid Sick Leave (excluding annual payout)
- (6) Paid Compassionate Leave and Jury Duty
- (7) W.C.B. and W.I. claims.

(b) Should a newly hired full time employee have previous coverage under the R.W.U. Dental Plan and is under the sixty (60) day extension of coverage provision of the Plan, contributions and eligibility will begin at the conclusion of such sixty (60) day extension. Coverage shall be effective day one (1) if not on extension.

(c) It is agreed that in the event the Government of Canada or the Province of British

Columbia provides a non-contributory Dental Care Plan with similar benefits the Employer's obligations to continue contributions to the Dental Plan shall cease. It is further understood, should a Government Plan create duplicate benefits, then these benefits shall be deleted from the Dental Plan and the Employer's contributions in respect to the cost of these benefits shall cease.

Section 2.

(a) The Employer agrees to contribute a contribution as determined to be necessary by the Dental Fund Trustees to provide:

- 90% Basic Dental Services
- 90% Crowns, Bridges and Dentures
- 90% Orthodontics, according to orthodontics fee schedule

71-2

(b) It is understood the contribution shall be reviewed every February 1st thereafter and shall be adjusted upward or downward based on experience in the Fund, so as to provide the above benefits.

(c) It is agreed that in the event the Government of Canada or the Province of British Columbia provides a non-contributory Dental Care Plan with similar benefits the Employer's obligations to continue contributions to the Dental Plan shall cease. It is further understood, should a Government Plan create duplicate benefits, then these benefits shall be deleted from the Dental Plan and the Employer's contributions in respect to the cost of these benefits shall cease.

ARTICLE XXI - PENSION

Commencing with the 1st day of April, 1975 and for the duration of the current collective Agreement between the Union and the Companies and any renewals or extensions thereof, the Companies agree to make payments to the Retail Wholesale Union Pension Trust Fund for each employee working in job classifications covered by the collective Bargaining Agreement at the rate of ten percent (10%) of his gross earnings from the Companies.

XXI

78-2

The Companies agree to become a participating Employer under the Retail Wholesale Union Pension Trust Fund and to execute such documents as may be required in this respect.

It is understood that contributions shall be payable in respect to the earnings of employees from the first day of employment whether said employees are permanent, temporary or seasonal or full time or part time employees and regardless of whether or not they are members of the Union. It is further understood that each day or hour paid for, including days or hours of paid vacation, paid holidays or other days or hours for which pay is received by the employee in accordance with the collective Bargaining Agreement shall be counted as days or hours for which contributions are payable.

4

Contributions, along with a list of employees for whom they have been made and the amount of contributions in respect to the earnings of



each employee, shall be forwarded by the ~~Com-~~  
~~panies~~ to the National Trust Company acting as  
Custodian of the assets of the Retail Whole-  
sale Union Pension Trust Fund and shall do so  
not later than twenty-one (~~21~~) days after the  
~~close~~ of the Companies four to ~~five~~ week  
accounting period.

In the event the Company ~~falls~~ to forward the  
prescribed contributions within the above  
stated ~~time limitation~~, the Company shall be  
~~liable~~ to pay interest on such ~~contributions~~  
equal to ~~10%~~ per annum multiplied by the num-  
ber of months between the ~~date~~ such ~~contribu-~~  
~~tions~~ were due and date paid.

~~It is~~ understood such interest would apply  
only to contributions not post-marked or  
deposited within the ~~21~~ day period.

~~The~~ Companies shall also complete such forms  
and provide such ~~information~~ as the Trustees  
and ~~Administrator~~ of the Retail Wholesale  
Union Pension Plan may reasonably require from  
time to ~~time~~ in the administration and oper-  
ation of the Plan.

As of the 31st day of March, 1975, the ~~Compan-~~  
~~ies~~ shall cease making contributions to the  
Retail Wholesale Pension Fund Local 580 (~~Mac-~~  
~~donalds~~ Consolidated Ltd.). ~~It is~~ further  
agreed that the Union and the Companies shall  
request ~~their~~ appointed ~~Trustees~~ of such Trust  
Fund to ~~take~~ such steps as are required to  
transfer to the Trustees of the Retail Whole-  
sale Union Pension Plan and Trust Fund all of  
the assets and ~~liabilities~~ under the Retail,

Wholesale Pension Fund and Plan Local 580  
(Macdonalds Consolidated Ltd.).

All monies paid to the Trustees of the Retail Wholesale Union Trust Fund pursuant to the Agreement shall be maintained under a single sub-account of that Trust Fund and there shall be no distinction between monies transferred from the Retail Wholesale Pension Fund Local 580 (Macdonalds Consolidated Ltd.) and contributions made by the Companies subsequent to the 1st day of April, 1975, pursuant to this Agreement.

The provisions of the Retail Wholesale Union Pension Plan shall provide rights and benefits for each employee having earned a benefit under the Retail Wholesale Pension Plan Local 580 (Macdonalds Consolidated Ltd.) at least as great as those earned under that Plan. Thus each such employee shall not suffer any loss of accrued benefits and rights as a result of the transfer of assets and liabilities from the Retail Wholesale Pension Fund and Plan Local 580 (Macdonalds Consolidated Ltd.) to the Retail Wholesale Union Pension Plan and Trust Fund.

The Parties agree that "level attained age funding" will be used in funding the Retail Wholesale Pension Plan.

ARTICLE XXII - ACCUMULATED TIME OFF

(a) Employee shall accumulate paid time off on the basis of five (5) hours for 39 hours of

straight time actual work per week to a maximum of two hundred (200) hours per year.

Such time off **is** to be scheduled with non-prime time vacations. /

(b) A.T.O. to be accumulated on any full weeks of Statutory Holidays including full weeks of Statutory Holidays paid at 100% from all sources falling during a Weekly Indemnity or Workers' Compensation claim(s).

(c) Upon termination or retirement an employee shall be paid in cash for all accumulated hours to which he **is** entitled to at the time of termination or retirement.

(d) Accumulated time off and Statutory Holidays **will** be taken in full weeks only and balance of less than forty (40) hours can be made up with leave of absence to make full weeks. Any balance of less than forty (40) hours will be carried into the following year.

ARTICLE XXIII - APPRENTICESHIP TRAINING  
PROGRAM - MAINLAND OPERATIONS

1. The purpose of the program **is** to provide Tradesmen of the highest calibre.
2. The program **will** cover the Trades where applicable as set forth below:  
Commercial Transport Mechanic.  
Millwright.  
Partsman.

General Principles

3. The minimum period of training will be four (4) years with the exception of Partsman which is three (3) years.
4. One apprentice will be allowed for each five (5) tradesmen in that trade. Should there not be five (5) tradesmen in a trade, an apprentice can only be appointed by mutual agreement of the Apprenticeship Committee.
5. All apprentices shall sign an apprenticeship agreement as prescribed by the Apprenticeship Branch, but in case of any conflict between such agreement and the collective Agreement, the latter shall govern.
6. Notwithstanding the ratio set forth as a basis of employing apprentices, no apprentice will be laid off at any time during his apprenticeship term, because the said ratio may become exceeded by a reduction in the number of journeymen employed.
7. Vacancies for Journeymen Millwright, Machinist, Refrigeration Mechanic, Commercial Transport Mechanic, Painter, Carpenter, Electricians, Welders, Partsman or apprentices shall be posted as a Job vacancy throughout the Plants and Operations in the Lower Mainland.

8. All provisions of the Agreement shall be applicable to Apprentices in the Program.
9. Apprentices hired with previous training may be placed into the Training Program at a level determined by the Joint Apprenticeship Committee, with advice from the Apprenticeship Branch.
10. Joint Union - Management Apprenticeship Committee - This Committee will be comprised of three (3) Union and three (3) Management representatives. It is understood this Committee shall meet at least once every three (3) months, or as otherwise requested by a member of the Committee. 6-1

The purpose of the Committee will be to develop and supervise procedures to carry out the intent of the Program as agreed to. The Committee will also carry out the following duties:

- (a) The Companies to establish in-plant training programs to support the training syllabus as developed by the Apprenticeship Branch of the Department of Labour for each trade involved. Supervision of the established program shall be the responsibility of the Joint Committee. 250-1
- (b) Set standards for entry into the Apprenticeship Program that are not inconsistent with the standards recommended by the Apprenticeship Branch.

- (c) Carry out periodic reviews of training programs\*
- (d) See that the required practical tests are carried out in co-operation with the Apprenticeship Branch.
- (e) Determine the tool requirements by years of training.
- (f) Joint Committee to review any case of lost time from the Program because of sickness, accident, etc., and to determine the amount of additional time necessary before an employee meets his requirements of time served.

- 11. Entry to Program - New Apprentices -  
Entrance into the Program, without any previous training of any kind, will in all cases be subject to the applicant meeting the standards required for acceptance established by the Apprenticeship Branch.
- 12. Upon completion of each period of training in an approved Vocational School, an apprentice will be required to pass examinations set by the Apprenticeship Branch. Practical examinations shall be confined to the area of training received. In the event of failure to pass examinations, the Apprentice shall be required to undergo a period of retraining on subject material specified by the Apprenticeship Branch authorities and

will be placed in the Lower Mainland Employee Pool for the remainder of the apprenticeship, without posting rights.

13. Schedule of Training for Apprentices

(a) Successful applicants will be assigned to a specific trade as a probationer for a two (2) month period. During the probationary period he shall be paid the base rate.

(b) On successful completion of the probationary period, the probationer shall be re-classified and paid the first year Apprentice rate for the following ten (10) months. During this twelve (12) months as a first year Apprentice, he shall work eleven (11) months at the Trade and spend one (1) month at the Vocational School.

(c) On successful completion of the first period of training at the Vocational School and having spent twelve (12) months as a first year Apprentice, he shall be re-classified and paid the second year Apprentice rate for the following twelve (12) months. During this twelve (12) months as a second year Apprentice, he shall work eleven (11) months at the Trade and spend one (1) month at the Vocational School.

(d) On successful completion of the second period of training at the Vocational School and having spent twelve (12) months as a second year Apprentice, he shall be re-classified and paid the third year Apprentice rate for

the following twelve (12) months. During this twelve (12) months as a third year Apprentice, he shall work eleven (11) months at the Trade and spend one (1) month at the Vocational School.

(e) On successful completion of the third period of training at the Vocational School and having spent twelve (12) months as a third year Apprentice, he shall be re-classified and paid the fourth year Apprentice rate for the following twelve (12) months. During this twelve (12) months as a fourth year Apprentice, he shall work eleven (11) months at the Trade and spend one (1) month at the Vocational School.

(f) If any of the aforementioned eleven months work periods are exceeded due to the unavailability of Vocational School facilities, such extra time will be credited to the Apprentice in succeeding training requirements. Also, the Apprentice's rate shall be adjusted retro-actively to the commencement of the scheduled year providing he successfully passes the examinations. Retro-activity will not apply where retesting is necessary.

(g) It is further understood an Apprentice's qualifying time shall be determined from his anniversary date of entry into the Program.

14. While attending an approved Vocational School an apprentice will receive from the Apprenticeship Branch allowances and school expenses, in accordance with the



Government's schedule of grants pertaining to Apprenticeship Training. In addition, the employee shall receive from his Employer an allowance comprised of the difference between his regular straight time rate, based on a forty hour week, and the weekly living allowance granted by the Apprenticeship Branch or any other grants. Allowances provided by the Employer shall not apply to any periods of retraining as specified in Item 13.

15. It is understood Apprentices are covered by all the terms of the Agreement and shall receive tool allowance pay.

#### Apprenticeship Wage Scale

Under this Program Apprentices will receive the following pay during the term of this Agreement.

#### 4 year Apprenticeship

- 1st year - base rate
- 2nd year - base rate plus 25% difference of Journeyman
- 3rd year - base rate plus 50% difference of Journeyman
- 4th year - base rate plus 75% difference of Journeyman.

3 year Apprenticeship (Partsman)

1st year - base rate

2nd year - base rate plus 33 1/3% difference  
of Journeyman

3rd year - base rate plus 66 2/3% difference  
of Journeyman.

ARTICLE XXIV - CENTRAL MAINTENANCE POOL COVER-  
ING ALL DEPARTMENTS COVERED BY THE TERMS OF  
THIS AGREEMENT IN THE LOWER MAINLAND

1. Establish a separate department with separate seniority on the following basis:
  - (a) All existing Maintenance persons, Truck Repair Mechanics employed at the Distribution, and Lucerne Maintenance employees shall be placed on one (1) Seniority List.
  - (b) All existing Maintenance men shall continue to work in their present operations and it is further understood "no bumping" of jobs shall be permitted. It is further understood all staff in each operation or department shall have shift preference on the basis of seniority in each operation or department.
  - (c) Apprenticeship Training Program to cover all Plants and Departments in the Lower Mainland by this Agreement.
  - (d) It is understood any Maintenance man may be assigned on a temporary basis to any department if required.

(e) It is understood existing Journeymen and any new Journeymen trades established shall be paid one rate and shall perform any type of work as required.

(f) It is understood Maintenance Pool employees shall not perform any new construction normally performed by Building Trade Unions.

(g) Specialists in Milk, Ice Cream, etc. (e.g. excello) shall continue specialist adjustment of equipment.

(h) Operators of Pure-pak and other machinery shall continue to make the necessary "running adjustments" as required.

(i) Central Maintenance Pool - It is understood and agreed that all major repair work and preventive maintenance work on all Retail Store hand and electric pallet movers shall be done by the employees in the Central Maintenance Pool.

It is further understood and agreed that the Companies will not enter into any agreement on Maintenance or service work, in the Retail Stores with any other Unions with which the Companies have a Collective Agreement.

ARTICLE XXV - DRIVER TRAINEE - LOWER MAINLAND OPERATIONS AND DEPARTMENTS

The driver trainee position shall be posted in accordance with Article VII - Seniority, Section 7, Job Vacancies.

Applicants shall be required to obtain the following to be accepted as a driver:

- (a) Age minimum of 21 years.
- (b) Satisfactory past driving records, i.e. as of the date of posting for Driver Trainee, applicants to be accepted, can have up to but not exceeding three (3) points on their driving record.
- (c) Obtain Medical from Doctor designated by the Companies. In the event the applicant fails the Company's Medical, he shall be entitled to appeal and obtain another Doctor's opinion at his own expense.
- (d) Obtain air ticket.
- (e) Upon successful completion of the above the trainee shall receive a minimum of one (1) weeks on the job training, providing the applicant completes the above training program the Companies shall reimburse the applicant for the air ticket course.

During the training program, the applicant shall receive the Order Selector rate of pay.

ARTICLE XXVI - LOWER MAINLAND EMPLOYEE POOL

1. A full time pool shall be established and maintained with ~~twenty-five~~ (25) employees to perform work within the Distribution Centre and all other Plants in the lower Mainland covered by this Agree-

ment.

Change the Days of Work to allow for work on any 5 consecutive day basis, i.e. Thursday through Monday, Friday through Tuesday up to the Order Selector classification or as mutually agreed between the Company and the Union, i.e. Forwarding and Warehouse and Production Plants.

Pool employees may be assigned to the Plant the same day a shift is needed.

It shall be understood and agreed that "Pool" employees shall not have posting rights to a Lower Mainland Department vacancy. If a vacancy is not filled, the vacancy shall then be awarded to the most senior Pool employee. Such employee would then be given posting rights to all Lower Mainland postings.

Pool employees will not be forced to take 'production' jobs in Lucerne Milk or Ice Cream Plants, however, will be forced to take base rated jobs and jobs involving shipping and loading.

2. Temporary Pool - not subject to lay-off notice.  
Up to 45 employees in the Lower Mainland (including Lucerne Pool)  
Up to 3 employees in Dawson Creek Warehouse Pool  
to perform work up to Order Selector classification.

Up to 2 employees in Dawson Creek Office Pool

Up to 3 employees in Lower Mainland Office Pool.

There shall be one Seniority List for the Temporary Pool between Vancouver and Dawson Creek.

Temporary Pool employees can only work in their permanent location. Seniority shall apply when a full time vacancy becomes available in either Vancouver or Dawson Creek.

It is agreed a pool employee shall only work any one of the established shifts in the Department employed.

#### Benefits Temporary Pool

- (a) ATO - Current employees who work the basic workweek (or 39 hours) are credited with 5 hours. This will be paid out at year end if employee works less than 1040 regular hours in the calendar year. New hires after date of ratification - not eligible until in full-time Pool.

Current employees who work more than 1040 regular hours in a year, the accumulated time off will be scheduled by Management. ATO will be accumulated from October 1 to September 30.

- (b) Statutory Holidays - An employee will be paid for a Statutory Holiday if he

reports for work when called to work the scheduled shift day in the two (2) week period preceding the week in which the Statutory Holiday falls and must report for work when called to work for the scheduled shift in the two (2) week period following that week.

- (c) Vacations - An employee is paid 4% of ~~straight time~~ hours at year end. The following year he or she shall be entitled to 2 weeks vacation at which time he or she shall be paid 4% of straight time hours earned from January 1, the remainder to be paid by March 1st of the following year.

Employees who work more than 1040 regular hours in a year, shall be credited with one year for the purpose of vacation entitlement (percentage increases) as per Article IX Vacations.

- (d) Pension - Contributions as required by ~~contract~~.
- (e) Dental - Regular waiting period if no previous coverage under Plan. If an employee has had prior coverage, i.e. has already put in a waiting period, the employee will be covered as of date of employment. New hires after date of ratification - not eligible until six (6) months employment in full-time Pool.
- (f) Sick Time - Upon assignment to the per-

manent pool, the total number of hours worked by the employee in the temporary pool is to be divided by 173 in order to determine the number of equivalent months worked. New hires after date of ratification - eligible after three (3) months continuous service in the full-time pool.

The first three months of the resulting figure are to be counted as the waiting period.

One-half day (four hours) of sick time is then to be credited to the employee for any complete months remaining after the initial deduction of the three-month waiting period.

- (g) HEP & MSP - Commence the first day of the month following completion of 30 days service. New hires after date of ratification - eligible the 1st of the month after three (3) calendar months employment.

#### Weekly Indemnity

Temporary Pool employees can qualify as per Collective Agreement and Group Insurance Plan Regulations.

- (h) Life Insurance - Life Insurance will be equal to the amount of earnings in the preceding twelve (12) months. Minimum amount is \$5,000.00.



LUCERNE MILK AND ICE CREAM PLANTS

The Parties agree to establish a Lucerne Milk and Ice Cream (first call) Pool. It is agreed that such Pool will consist of up to six (6) employees. Positions will be offered to the Lower Mainland Pool (full-time and temporary) on the basis of seniority and ability.

Hours of work are variable and are subject to change with twenty-four (24) hours notice.

Lucerne Pool employees understand that they do not have the option of refusing work assignments at the Milk and Ice Cream Plants.

More senior Lower Mainland Pool employees who have declined this option have no claim to the hours of work at the Lucerne Plants.

When not assigned to the Lucerne Pool, these employees are covered by the rules governing the Lower Mainland Employee Pool.

ARTICLE XXVII - PLANT CHAIRMAN UNION COMMITTEE  
DISTRIBUTION CENTRE SOUTH BURNABY, B.C.

It is understood and agreed that the Companies shall provide a Union office, desk, file, telephone, etc., at the Distribution Centre and pay one employee who is a member of and elected by the negotiating committee the Trades rate, plus the shift bonus plus four (4) hours overtime each week.

It is understood he would retain his seniority

and classified job in the operation or department from which he came.

It is understood the Plant Chairman will not be eligible for overtime hours.

ARTICLE XXVIII - MISCELLANEOUS

1. Employees covered by the terms of this Agreement are not permitted to take gainful employment with other Companies.
2. The term "Companies" referred to in this Agreement means the specific Company affected.
3. Where a male gender is referred to in this Agreement it shall include the female gender.
- 4.(a) Macdonalds Consolidated - Burnaby Distribution Centre.

The terms of the "McKee Report" shall be fully implemented by both Parties.

(b) Tally Cards will not be used in the Grocery Warehouse.

5. Pay Cheques

(a) There will be a weekly running total on A.T.O., U.I.C. Canada Pension Contributions, Gross Earnings, Sick days and Income Tax.

(b) All pay cheques shall be distributed by the Supervisors or placed in envelopes for general distribution.

5. Company Required Medicals - "Employees, at work, when required by the Companies to obtain a medical examination off the premises shall receive four (4) hours pay at their regular straight time rate, plus premiums where applicable."
7. Employee Assistance Program - ~~The Company and the Union will endeavour to establish a Joint Employee Assistance Program.~~ Effective by mutual agreement of the Parties, the Company agrees to contribute up to 2 cents/hr. and each employee agrees to contribute up to 2 cents/hr. (In a manner to be agreed to) towards the cost of maintaining the program. *20 cts*

It is clearly understood between the Parties that should either Party decide that the program should be discontinued it shall be and the monies collected (not spent) shall be returned in a reasonable manner.

In the event the Union negotiates the same provision with another employer, and that employer along with the Companies signatory to this Memorandum agree, such employer may join the Joint Program.

8. Both Parties are concerned with the efficient Implementation of video display

terminals. To that end the Parties have the following understanding:

(1) Employees will receive proper training on video display terminals or in-house computer if applicable.

(2) There will be a Company-Union Committee to monitor the implementation of such terminals. The Committee will be not more than three persons per party.

9. Training Wage Rates - as follows:

- (1) All warehouse classifications above Order Selector - at the Order Selector rate.
- (2) Drivers - at the Order Selector rate.
- (3) Dispatcher - at the Diesel Driver rate.
- (4) Lucerne, Group II and III - at Order Selector rate.
- (5) Lucerne, Group I - at Pure Pak operator rate.
- (6) Pool - at Warehouse Worker rate.
- (7) Office - at Clerk General rate.
- (8) Order Selector - at Warehouse Worker rate.

ARTICLE XXIX - COMASSIONATE LEAVE

The Companies will provide up to three (3) days compassionate leave of absence in the case of death in the immediate family if in the area where the employee resides.

If a death of an immediate relative occurs outside the area (over a two hundred (200)

mile radius from the employees place of work) and the employee wishes to attend the funeral, the Department Manager may grant up to one (1) week of compassionate leave in such circumstances.

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

Immediate family includes: spouse, parent, child, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother, grandfather, or any other relative in the household of the employee.

ARTICLE XXX - MATERNITY LEAVE

An employee who is pregnant shall be given leave of absence without loss of seniority or other privileges from eleven (11) weeks prior to the delivery until six (6) weeks after delivery. The employee may choose to delay the commencement of her maternity leave, provided she is medically fit to perform the full range of duties of her position. This will not affect the employee's entitlement to eighteen (18) weeks of maternity leave. Benefit coverage for this period shall be maintained by the Employer.

A.T.O. and Vacations are rescheduled at the discretion of management.

An employee may request a further additional leave of absence for a specified period of time not to exceed thirty-four (34) weeks.

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Prior to the commencement of any leave of absence (extension), the employee will be allowed to self pay their pre-leave benefit status for M.S.P., H.E.P., E.H.B., and Life Insurance.

Employee to advise in writing of return to work date at least two (2) weeks prior to return.

PARENTAL LEAVE

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This could apply to mothers [but combined with Maternity Leave, not to be in excess of the extended one (1) year Leave.]

Employee must qualify under the U.I.C. Parental Leave provisions In order to receive this Leave and supply the Company with proof. Entitlement of Unemployment Insurance Involves a two (2) week waiting period for a total of twelve (12) weeks leave.

Employee is required to give the Company four (4) weeks advance notice, in writing. Benefit coverage for this period shall be maintained by the Employer. A.T.O. and Vacations are rescheduled at the discretion of management

Scheduling problems caused by such Leave will be reviewed between both Parties.

ARTICLE XXXI - UTILITY WORKERS

1. Function:

To relieve for vacation, A.T.O., statutory holidays, leaves of absence, sick days (or any other absences).

2. Seniority:

Utility Workers shall retain all seniority rights into whatever classification they may be working, (except add ons).

If a Utility Worker is over the normal complement for a classification he will be the first to roll back.

3. Overtime:

Utility Workers shall have classification overtime rights, providing they have worked the majority of hours in a eight (8) hour shift or that they have worked the last four (4) hours.

4. Shifts:

Utility relief shall be performed within each shift, except in the production plants where Utility Workers must work variable shifts.

5. Work scheduling:

- a) Utility Workers would schedule by seniority every three months on the vacancies that are available from vacation, A.T.O.'s and scheduled leave of absence and cannot leave periods open. (option-

- a)
  - b) **Unscheduled Utility Workers** will be used to fill in for sickness or other unscheduled absences by shift. There will be no reshuffling of **Utility Workers** because of unscheduled absences, except on an emergency basis when a qualified person is not available.
  - c) **Unscheduled Utility Workers** who cannot completely fill their work year, will perform work on,
    - 1) **Order selection** in the following departments:
      - Grocery
      - Produce
      - Frozen Foods
    - 2) **Unloader** in the following department:
      - Terminal Building
- The exception to the above departments will be the production plants and the forwarding warehouse where **Utility Workers** will perform whatever duties are available.
- 6. **Utility Workers** shall not perform scheduled relief work in the following classifications:



- a) Distribution Centre - Order Selection  
Warehouseperson  
Sanitation  
Milk Plant - Laboratory

ARTICLE XXXII - SEXUAL HARASSMENT

14-1

Section 1. The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment, and the Companies undertake to discipline any person employed by the Companies engaging in the sexual harassment of another employee.

Section 2. The policy statement of the B.C. Federation may be used as a guideline to define sexual harassment.

Section 3. Grievances under this clause will be handled with all possible confidentiality and dispatch. Under this Article, any step of the Grievance Procedure may be waived.

ARTICLE XXXIII - EDUCATION LEAVE

15.

Education leave will be made available to an employee who wishes to attend a University, recognized College, or learning institution, on the following basis:

1. Such leave will be granted on a one time only basis per employee, for the term of their program.
2. The applicant must provide proof of

course registration, a list of courses, and the duration of such course.

3. The applicant will be attending the institution on a full time basis and must attend consecutive semesters.
4. The applicant is taking credit courses recognized by the Ministry of Education.
5. The Company Education Refund Program will not apply to those granted this leave. ✓
6. The applicant shall be expected to return to work within five (5) working days after the completion of spring final exams each year, or the end of the program.
7. The applicant will not accrue seniority for the time leave is granted-
8. During the period of such leave the employee will be allowed to self pay their pre-leave benefits status for MSP, MSA Extended Health and H.E.P., C.U.& C. Dental, and Life Insurance.
9. Upon returning to work during Christmas, Easter, and Summer Breaks - the employee will be entitled to all benefits as per benefit plan regulations.
10. While on such leave the employee shall not take employment with any other competitor in the food business (violation of this may result in termination).

11. It is understood that the person on education leave will be eligible to work the Christmas Break and on the Easter Break without seniority or rights to such work for the duration of the leave. The Temporary Pool will be extended by an equal number.

(a) Upon return to work during Summer Break only, the employee will return to the Lower Mainland Pool with full seniority.

(b) It is understood that a person returning to the Pool during Christmas, Spring, or Summer Break with the intention of continuing their program in the Fall will not be eligible to apply for any Lower Mainland or Internal Postings.

12. Upon return to work after the completion of their Education Leave the person would be placed into the Lower Mainland Pool according to their adjusted seniority date. This shall be done by utilizing Julian dates.

13. In cases where the person is involved with projects pertaining to their courses, the employee would be required to return to work within five (5) working days after the completion of the project.

14. It is further understood that no vacation entitlement will be accrued for this Education Leave. The vacation anniversary date will be adjusted upon return to work after the completion of their Education Leave.

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APPENDIX "A"

DISTRIBUTION CENTRE, South Burnaby, B.C.

ARTICLE 1 - GROCERY WAREHOUSE

section 1. SHIFT TIMES - see Article VI - Working Conditions, Section 2.

section 2. WAGE RATES AND CLASSIFICATIONS  
All wage increases shall be effective the Sunday-nearest April 1st each year.

	Hourly Rates Effective			
	Apr.1 1991	Apr.1 1992	Apr.1 1993	Apr.1 1994
Warehouse Worker	\$ 17.86	\$ 17.86	\$	<i>Bud's</i>
Loaders	19.58	20.56		
Order Selector	19.58	20.56		
Mobil Lift Operator	19.79	20.78		
Checkers	19.92	20.92		
Salvage Dept. Worker	20.13	21.14		
Shipper	20.13	21.14		
Receiver	20.13	21.14		
Utility Worker	20.27	21.28		
Loader-Mobil Lift	19.79	20.78		
Mobil Lift Line Filler	19.79	20.78		

All classifications (except office staff) below Order Selector will receive a lump sum payment of \$750.00 twice annually as follows: (present incumbents only)

- After ratification
- October 1, 1991
- April 1, 1992
- October 1, 1992

Effective April 1st, 1990, shift premium One Dollar and Seventy-Nine cents (\$1.79).

Effective April 1st, 1993, all classifications (including shift and freezer premiums where applicable) to be adjusted by 1992 (2nd year) Canada C.P.I. ✓

Effective April 1st, 1994, all classifications (including shift and freezer premiums where applicable) to be adjusted by 1993 (3rd year) Canada C.P.I. ✓

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APPENDIX "B"

DISTRIBUTION CENTRE South Burnaby, B.C.

ARTICLE I - TRUCKING DEPARTMENT INCLUDING  
VICTORIA

Drivers

Section 1. Shift Times - see Article VI -  
WORKING CONDITIONS, SECTION 2.

(a) The basic work week for regular full time hourly rated employees shall be forty (40) hours, consisting of five (5) - eight (8) hour days.

Employees working the 9:00 p.m. or 12 Midnight shift may work the Thursday night in place of a Friday statutory holiday providing the retail stores in fact change their stocking crews to Thursday night and all affected drivers made the change.

Section 2. It is understood all deliveries ~~to Lower Mainland Stores~~ from the Distribution Centre shall be done by ~~members~~ of the Union covered by the terms of the Agreement if available.

Section 3. Wage Rates and Classifications:  
All wage increases shall be effective the Sunday nearest April 1st each year.

Hourly Rates Effective

	<u>Apr.1</u> <u>1991</u>	<u>Apr.1</u> <u>1992</u>	<u>Apr.1</u> <u>1993</u>	<u>Apr.1</u> <u>1994</u>
--	-----------------------------	-----------------------------	-----------------------------	-----------------------------

Truck Driver	\$ 19.92	\$ 20.92	\$	\$
Diesel Driver	20.27	21.28		
Dispatcher	21.54	22.62		
Diesel Mileage Rate	57.1	59.7		

Tridom and 6-Train - Diesel Mileage Rate + 2.0 cents per mile

Effective April 1st, 1990, shift premium One Dollars and Seventy-Nine cents (\$1.79).

Effective April 1st, 1993, all classifications (including shift and freezer premiums where applicable) to be adjusted by 1992 (2nd year) Canada C.P.I. Increase to apply to mileage rates.

Effective April 1st, 1994, all classifications (including shift and freezer premiums where applicable) to be adjusted by 1993 (3rd year) Canada C.P.I. Increase to apply to mileage rates.

(a) Bakery Products from Lucerne Foods Bakery Plant to stores in the Lower Mainland.

(b) From Forwarding Warehouse to Distribution Centre.

(c) In Hauls to Distribution Centre from B.C. Sugar Refinery.

(d) All full loads to Kamloops and Okanagan Stores.

It is understood these deliveries will be made by members of the Union covered by the terms of this Agreement if available.

(e) All Drop Shipments to Retail Stores in the Lower Mainland shall be handled by employees covered by the terms of this Agreement, except as otherwise mutually agreed between the Distribution Centre Manager and the Plant Chairman effective immediately. Drop shipments are deliveries to the Retail Stores of goods normally delivered from the Distribution Centre to those stores.

The parties agree the existing practice of direct deliveries (i.e. sugar, paper, turkeys, lime, etc.) shall continue by mutual agreement. In the event the Employer may open larger volume stores or further competition exists in the future, the existing practices may be expanded to be competitive by mutual agreement.

(f) The pick up and deliveries of buggies for repair from and to the stores in the Buggy Repair Department shall become part of the Trucking Department function.

(g) All deliveries from the Distribution Centre to the Kootenay Stores effective September 1st, 1975.



(h) All Incoming meat hauls to Stores and Distribution Centre from Golden, B.C.

(i) It is understood that there would be a minimum of six (6) perishable loads per week from the Distribution Centre to the Caribou.

(j) It is agreed the handling of B.C.R. deliveries to the Caribou when the rail lines are shut down due to rock and mud slides, derailments, etc.

If the trailers are not yet delivered to the B.C.R. North Van depot, or if they are returned to the North Van depot because of such a closure, the Company will, if deliveries are to be made by tractor instead of rail, reclaim the trailers and deliver with Macdonalds tractors and drivers.

Any drop offs made after leaving the B.C.R. depot at North Van will be the responsibility of B.C. Rail and Macdonalds drivers would not be used.

(k) CRANBROOK MILK - the parties agree to exchange in the west Kootenays, two (2) loads of meat mixed with some variety from Calgary, for the hauling of the Milk from the Distribution Centre for the Cranbrook Store.

ARTICLE 11 - OVER THE ROAD DIESEL TRUCK DRIVERS

Section 1. \* Rates for drivers calculated on the basis of five (5) cents hourly equals .13

cents per mile.

"The mileage guide established in 1979 and as amended by agreement of the Parties, can only be changed or added to in future by prior involvement and mutual agreement of the Parties".

(a) Drivers Located at Vancouver - Driving -  
~~The mileage rate shall apply for all time~~  
worked driving. Time spent fueling in Company yards and (Keylock stations for one driver, oiling and checking and airing of tires, washing tractors and trailers, shall be paid for at the current hourly rate.

Loading - Unloading - Repairing - Time worked  
~~repairing, loading and unloading~~ equipment  
(when the driver performs the work) shall be compensated for at the established hourly rate for the first eight (8) hours of such work in any one day.

Overtime rates of double time shall be paid after eight (8) hours worked in any one day.

It is understood the shift premium shall apply to all hours paid at the hourly rate.

(b) SLEEPER RUNS: When two Diesel drivers are assigned to sleeper runs, they shall be compensated for on the following basis:

The total trip rate paid to the two drivers shall be computed by multiplying the mileage per round trip by one decimal

one five (1.15) the current established ~~Over-the-Road Diesel~~ mileage rate. The total rate shall be divided equally and paid to the drivers.

(c) Inexperienced Drivers - Inexperienced drivers shall be compensated at the Order Selector hourly rate of pay while training.

(d) Waiting Time - For all time spent enroute where ~~It is~~ necessary for single drivers and sleeper teams to wait for equipment to be repaired or for roads to be cleared, each driver shall be paid at the established hourly rate of pay, with a maximum of eight (8) hours pay for waiting time in each twenty-four (24) hour period.

Section 2. Expense Allowance - Drivers required to lay over shall be paid actual out-of-pocket expenses up to a maximum of Six Dollars and Fifty Cents (~~\$6.50~~) per meal. After ratification increase to Eight Dollars (~~\$8.00~~) per meal, effective April 1st, 1992 increase to Nine Dollars and Fifty Cents (~~\$9.50~~) per meal. The Companies agree to the present practice of paying Hotel Accommodations. Any additional expense necessary to the operation of the truck, such as emergency telephone calls and bridge tolls, shall be accounted for and subsequently paid by the Companies.

Section 3. Statutory Holidays - Regular employees shall receive 10 hours pay at the established hourly rate of pay for statutory

holidays worked and 8 hours pay if not worked. Employees required to make Saturday or Sunday trips shall receive the weekend premium.

**Section 4.** It is understood that all ~~Sections of The~~ Union Agreement apply to Diesel Truck Drivers except:

Article VI - Working Conditions  
Sections 2, 3, 7, 8 and 12.

Section 5. Spare Up Country Drivers

(a) Twenty-four (24) will be classified as spares or as otherwise mutually agreed upon.

(b) It is understood the Companies will schedule spares for vacation relief by 4:30 p.m. Friday of each week.

(c) In the event a spare driver refuses trips (unless for proper reasons) he shall give up his right to a spare position in future and the vacancy will be posted immediately.

(d) In the event a driver comes off the road (except for proper reason) before a two year period, the employee shall not be able to reapply for any line job for two years.

It is understood that trainees will be given two trial trips before the above applies.

New spares will be given at least one (1)

training trip or more (if the Companies or the individual considers it necessary).

Section 6. Driver Trainer - Trainers shall receive an additional four (4) hours pay per trip while training new drivers.

Section 7. All drivers when required by the Company or Government Regulation to obtain a medical shall receive four (4) hours pay at the straight time rate.

Section 8. Driver-Trainer - In-Town - Additional three (3) hours pay per day - minimum 5 days.

### ARTICLE III

Section 1. Trip Rates - Vancouver Island and Powell River trips - trips shall be paid on the following basis: All hours worked shall be recorded and paid at the rate of time and one-quarter the current hourly rate. It is understood there shall be no trip less than 9 hours.

Employees scheduled for relief on Vancouver Island relay station shall receive four (4) hours at double time rate to and from Vancouver Island to the Mainland. In addition, employees shall be reimbursed for expenses including ferries, meal allowances per day and hotel bills.

Vancouver Island relay drivers shall be on a separate vacation and A.T.O. list.

**Section 2. Expense Allowance - Drivers**  
~~Required to lay-over shall be paid~~ actual out-of-pocket expenses up to a maximum of Six Dollars and Fifty Cents (\$6.50) per meal, effective April 1st, 1983 and the Companies agree to the present practice of paying Hotel Accommodations. After ratification increase to Eight Dollars (\$8.00) per meal, effective April 1st, 1992 increase to Nine Dollars and Fifty Cents (\$9.50) per meal. Any additional expense necessary to the operation of the truck, such as emergency telephone calls and bridge tolls, shall be accounted for and subsequently paid by the Companies.

It is understood Drivers on day trips to Vancouver Island and Powell River shall receive:

One meal allowance - up to ten (10) hours.

Two meal allowances - up to fourteen (14) hours.

Three meal allowances - over fourteen (14) hours.

**Section 3.** It is understood that all Sections of The Union Agreement apply except the following when drivers are engaged as provided for in Section 1 above.

Article VI - Working Conditions  
Sections 2, 3, 5, 8 and 12.

Section 4. Statutory Holidays - Regular

employees shall receive 16 hours pay at the established hourly rate of pay for statutory holidays worked and 8 hours pay if not worked.

**Section 5.**

~~(a) On the~~ basis of seniority, employees shall get shift preference by job postings.

**(b) Dispatchers -** There shall be three (3) classified dispatchers on day shift, two (2) classified dispatchers on afternoon shift and one (1) on midnight shift.

When a vacancy occurs in a classified dispatch job on any shift the job shall be posted and filled by the senior applicant from those employees applying.

**(c) Spare Dispatchers -** There shall be three (3) spares on day shift, two (2) spares on afternoon shift and one (1) spare on Monday to Friday, and one (1) spare on Tuesday to Saturday midnight shift. These spares shall be shift spares only, by Department seniority. If a spare moves to another shift, he loses his spare status and the Company shall post a notice to fill that spare vacancy on that shift immediately. No spare will automatically fill a classified dispatch job.

Spare Dispatchers will not be eligible to take Island or Powell River Runs.

**(d) Separate** vacation lists for the groups as set out below will be maintained in the Trucking Department:

Group (1) Up country drivers and spares  
Group (2) In Town drivers  
Group (3) Dayshift Dispatchers  
Group (4) Afternoon - Nightshift Dis-  
patchers

Vacations will be allotted by Company Seniority within the groups.

Section 6. Their rate of pay will be the same as Vancouver based Diesel drivers.

It is mutually agreed that drivers applying for and being accepted as a Vancouver Island based driver will remain in that category for a period of two (2) years at least, except by mutual agreement between employee and Management or by reason of termination of employment for proper cause.

Section 7. Spare Up-Country and Island Drivers Required to work the Sixth Day - Monday to Friday work week.

(a) Up-Country and Island drivers if required to take a trip that necessitates working on Saturday shall have the following Monday off. If Saturday trips continue it is understood the work week of the drivers concerned will become Tuesday to Saturday.

Tuesday - Saturday work week

(b) In the event there is no trip on Saturday, driver shall receive the Saturday off with pay and revert to Monday to Friday work



work the following week. In the event he is called into work Monday of a Tuesday - Saturday work week, he shall receive normal overtime rate over and above the normal days pay.

Section 8. Up-country and Vancouver Island - Powell River Drivers

(a) All drivers shall work a five (5) day week, with two (2) consecutive days off, either Saturday and Sunday, Sunday and Monday or Friday and Saturday.

(b) Island and Powell River Drivers

1. One (1) trip to Island) Starting from senior driver Four (4) days in town) every week.
2. Driver going to Powell River will work in town same day as he makes the trip.

(c) Up-Country Diesel Drivers

1. Two (2) trips up country a week, no working in town, (except at overtime rates).
2. An up-country spare driver cannot take a trip to the Island.
3. Sleeper teams on meat hauls from Calgary shall make two (2) trips per week.

All Caribou and Kootenay trips shall be scheduled.

Any spare Calgary, Caribou, Kootenay and all Okanagan Valley trips shall be assigned by seniority (line driver seniority).

4. A driver in making two (2) trips up-country, and does not make his basic pay that week, will work a day in town the same week to bring his pay up to basic.
5. All up-country runs and Calgary meat runs shall be bid on by seniority every six (6) months (1st of July and 1st of January).
6. Employees may claim overtime in any classification in the Trucking Department provided that the employee is capable of performing such work.

Up-Country dispatching overtime work is only available to Dispatchers. Employees who have held the Dispatch or Spare Dispatch Classification within the last twelve (12) months shall be eligible to bid on the remaining dispatching overtime.

#### Safe Driving Program

It is agreed that the format for the Safe-Driving Program shall be as follows:

The format shall be as in previous years. One driver will serve on the Committee for two (2) years. One driver will serve for one (1) year. There will be three (3) alternates

which will serve for one (1) year.

The accidents will be ruled "preventable", "non-preventable", or demerits one (1) to ten (10) (as before), with an accumulation of ten (10) demerits equalling a preventable accident.

Drivers will be nominated and elected to their Committee in accordance with the above procedure.

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APPENDIX "C"

MAINTENANCE POOL - LOWER MAINLAND

S                      CENTRE                      I

**WAGE RATES AND CLASSIFICATIONS**

All wage increases shall be effective the  
\$                      near                      t                      A                      I                      t                      each

	Apr. 1991	Apr. 1992	Apr. 1993	Apr. 1994
Maintenance				
Electrician	\$ 22.97	\$ 22.97	\$ 24.11	\$ 25.38
Refrigeration				
Mechanic	22.97	22.97	24.11	25.38
Painter	22.97	22.97	24.11	25.38
Electrician	22.97	22.97	24.11	25.38
Carpenter	22.97	22.97	24.11	25.38
Welder	22.97	22.97	24.11	25.38
Machinist	22.97	22.97	24.11	25.38
Milling	22.97	22.97	24.11	25.38
Partsman	21.00	21.00	22.11	23.22
Janitor	21.00	21.00	22.11	23.22
Coordinator	21.00	21.00	22.11	23.22
Apprentice - See page				

Effective April 1, 1990, shift premium (1.79)

Effective April 1, 1993, classification adjustments (1.79)  
applicable to be adjusted 1992 (2nd year)  
Canada C

Effective **April 1st, 1994**, all classifications (including shift and freezer premiums where applicable) to be adjusted by 1993 (3rd year) Canada C.P.I.

Shift Times - see Article VI - Working Conditions, Section 2.

Tool Allowance - effective **April 1, 1987** Increase to eighteen (18) cents.

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LLUCERNE MAINTENANCE

WAGE RATES AND CLASSIFICATIONS

All wage increases shall be effective the Sunday nearest April 1st each year.

	Hourly Rates Effective			
	<u>Apr.1</u> <u>1991</u>	<u>Apr.1</u> <u>1992</u>	<u>Apr.1</u> <u>1993</u>	<u>Apr.1</u> <u>1994</u>
Maintenance				
Mechanic	\$ 22.97	\$ 24.12		\$
Chief Engineer	23.57	24.75		
Electrician	22.97	24.12		

Effective April 1st, 1990, shift premium One Dollar and Seventy-Nine cents (\$1.79).

Effective April 1st, 1993, all classifications (including shift and freezer premiums where applicable) to be adjusted by 1992 (2nd year) Canada C.P.I.

Effective April 1st, 1994, all classifications (including shift and freezer premiums where applicable) to be adjusted by 1993 (3rd year) Canada C.P.I.

Shift Times - see Article VI - Working Conditions, Section 2.

Chief Engineer has flexible days off.

The chief is required to have a 3rd Class Steam Ticket.

Maintenance Mechanics are required to have a 4th Class Steam Ticket.

~~The parties~~ agree to continue the present practice of utilizing the Central Maintenance Pool for electrical, painting and carpentry work or any other work as may be determined by the Management of the Lucerne or Central Maintenance Pool.

Scheduling of manpower will be determined on availability by the Central Maintenance Pool Manager.

1. One (1) Maintenance Seniority List for Milk and Ice Cream Plant.
2. Relief work for both Plants will be done from the Dairy Maintenance Department.
3. All Postings In the Dairy Maintenance Department shall be made available to Central Maintenance via Lower Mainland postings.
4. Provisions will be made to allow the successful applicant to obtain a 4th Class Steam Ticket.
5. If the successful applicant fails to obtain a Steam Ticket within a nine (9) month period, he/she would revert to the Lower Mainland Employee Pool.
6. The Productivity Committee will agree to schedule the successful applicant on any of the established shifts necessary to allow the person the time needed to obtain firing time for a 4th Class Steam Ticket.

TRUCK REPAIRS DEPARTMENT

WAGE RATES AND CLASSIFICATIONS

All wage increases shall be effective the Sunday nearest April 1st each year.

Hourly Rates Effective

	<u>Apr.1</u> <u>1991</u>	<u>Apr.1</u> <u>1992</u>	<u>Apr.1</u> <u>1993</u>	<u>Apr.1</u> <u>1994</u>
Mechanic	\$ 22.97	\$ 24.12	\$	\$

Apprentice - *See* Program

Effective April 1st, 1990, shift premium One Dollar and Seventy-Nine cents (\$1.79).

Effective April 1st, 1993, all classifications (including shift and freezer premiums where applicable) to be adjusted by 1992 (2nd year) Canada C.P.I.

Effective April 1st, 1994, all classifications (including shift and freezer premiums where applicable) to be adjusted by 1993 (3rd year) Canada C.P. I.

Shift Times - see Article VI - Working Conditions, Section 2.

General Wearing Apparel

The Employer is to provide for the laundering of coveralls or bib overalls because of conditions peculiar to the Truck Repair Department.



Tool Allowance

Journeyman Maintenance Mechanics and Apprentices shall supply their own tools and the Employer shall compensate them for same at the rate of twelve (12) cents per hour. Effective April 1, 1987 increase to eighteen (18) cents.

Partsmen classification shall not be entitled to tool allowance.

It is agreed that two (2) hours pay at the overtime rate shall be paid to Maintenance employees when required to "come in" on weekends to perform refrigeration and sprinkler checks. If the employee wishes to remain for four (4) hours and perform any work allotted to the employee in the employee's respective trade group he shall be paid for four (4) hours at the overtime rate.

Definition of Trade Group

It is agreed that the position of Maintenance Mechanic will be filled by persons holding Millwright or Machinist tickets.

It is agreed that the position of Truck Repair Mechanic will be filled by persons holding Heavy Duty Mechanic, Automotive Mechanic or Commercial Transport Mechanic tickets of qualification.

It is agreed that movement between the Central Maintenance Pool, Milk Plant and Truck Repair,

shall be in accordance with the requirements as set out above as well as the Steam Ticket requirement for the Milk Plant.

It is further understood that persons in the Milk Plant and Central Maintenance Pool without the above tickets now working in these classifications shall be classified as journeymen Millwrights. Persons working in the Truck Repair shop without tickets shall be classified as Heavy Duty Mechanics.

SANITATION DEPARTMENT

WAGE RATES AND CLASSIFICATIONS

All wage increases shall be effective the Sunday nearest April 1st each year.

	Hourly Rates		Effective	
	<u>Apr.1</u> <u>1991</u>	<u>Apr.1</u> <u>1992</u>	<u>Apr.1</u> <u>1993</u>	<u>Apr.1</u> <u>1994</u>
Warehouse Cleaner - Machine Operator	\$ 18.46	\$ 18.46	\$	\$

Effective April 1st, 1990, shift premium One Dollar and Seventy-Nine cents (\$1.79).

All classifications (except office staff) below Order Selector will receive a lump sum payment of \$750.00 twice annually as follows: (present Incumbents only)

- After ratification
- October 1, 1991
- April 1, 1992
- October 1, 1992

Effective April 1st, 1993, all classifications (including shift and freezer premiums where applicable) to be adjusted by 1992 (2nd year) Canada C.P.I.

Effective April 1st, 1994, all classifications (including shift and freezer premiums where applicable) to be adjusted by 1993 (3rd year) Canada C.P.I.

Shift Times - see Article VI - Working  
Conditions, Section 2.

General Working Apparel

The Employer is to provide for the laundering  
of coveralls or bib overalls because of condi-  
tions peculiar to the Sanitation Department.

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APPENDIX "E"

TERMINAL BUILDING

WAGE RATES AND CLASSIFICATIONS

All wage increases shall be effective the Sunday nearest **April** 1st each year.

	Hourly Rates Effective			
	<u>Apr.1</u> <u>1991</u>	<u>Apr.1</u> <u>1992</u>	<u>Apr.1</u> <u>1993</u>	<u>Apr.1</u> <u>1994</u>
Salvage Worker	\$ 20.13	\$ 21.14	\$	\$
Fork Lift Operator	19.79	20.78		
Un loader	19.58	20.56		
Pallet Repair Worker	19.92	20.92		
Mility Worker	20.27	21.28		
Warehouse Worker	17.86	17.86		

Effective April 1st, 1990, shift premium One Dollar and Seventy-Nine cents (\$1.79).

All classifications (except office staff) below Order Selector will receive a lump sum payment of \$750.00 twice annually as follows: (present incumbents only)

- After ratification
- October 1, 1991
- April 1, 1992
- October 1, 1992

Effective April 1st, 1993, all classifications (including shift and freezer premiums where applicable) to be adjusted by 1992 (2nd year) Canada C.P.I.

Effective April 1st, 1994, all classifications (including shift and freezer premiums where applicable) to be adjusted by 1993 (3rd year) Canada C.P.I.

Shift Times - see Article VI - Working Conditions, Section 2.

General Wearing Apparel

General Wearing Apparel - two pair of coveralls or clothing allowance.

TRUCK REPAIRS DEPARTMENT - NON-JOURNEYMAN -  
DISTRIBUTION CENTRE BURNABY

AGE RATES AND CLASSIFICATIONS

All wage increases shall be effective the  
Monday nearest April 1st each year.

	Hourly Rates Effective			
	Apr.1	Apr.1	Apr.1	Apr.1
	<u>1991</u>	<u>1992</u>	<u>1993</u>	<u>1994</u>
Service man	\$ 19.79	\$ 20.78	\$	\$
Fireman	20.69	21.72		
Welder	21.87	22.96		
Janitor- Steam				
Cleaner	19.79	20.78		
Fueler	20.14	21.15		
Utility Worker	20.84	21.88		

Effective April 1st, 1990, shift premium One  
dollar and Seventy-Nine cents (\$1.79).

Effective April 1st, 1993, all classifications  
including shift and freezer premiums where  
applicable) to be adjusted by 1992 (2nd year)  
Canada C.P.I.

Effective April 1st, 1994, all classifications  
including shift and freezer premiums where  
applicable) to be adjusted by 1993 (3rd year)  
Canada C.P.I.

Shift Times - see Article VI - Working  
Conditions, Section 2.

General Wearing Apparel

The Employer is to provide for the laundering of coveralls or bib overalls because of conditions peculiar to the Truck Repair Department.



FROZEN FOODS WAREHOUSE  
DISTRIBUTION CENTRE

WAGE RATES AND CLASSIFICATIONS

All wage increases shall be effective the  
Sunday-nearest April 1st each year.

	Hourly Rates Effective			
	<u>Apr.1</u> <u>1991</u>	<u>Apr.1</u> <u>1992</u>	<u>Apr.1</u> <u>1993</u>	<u>Apr.1</u> <u>1994</u>
Shipper	\$ 20.13	\$ 21.14	\$	\$
Receiver	20.13	21.14		
Checker	19.92	20.92		
Frozen Food Loader	19.82	20.81		
Lift Truck Operator	19.79	20.78		
Order Selectors	19.58	20.56		
Warehouse	17.86	17.86		
Utility Worker	20.27	21.28		

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/

Frozen Food Department employees shall receive  
an additional One Dollar Seventy-Nine cents  
(\$1.79) per hour.

All classifications (except office staff)  
below Order Selector will receive a lump sum  
payment of \$750.00 twice annually as follows:  
(present Incumbents only)

- After ratification
- October 1, 1991

/

- April 1, 1992
- October 1, 1992

Effective April 1st, 1993, all classifications (including shift and freezer premiums where applicable) to be adjusted by 1992 (2nd year) Canada C.P.I.

Effective April 1st, 1994, all classifications (including shift and freezer premiums where applicable) to be adjusted by 1993 (3rd year) Canada C.P.I.

Shift Times - see Article VI - Working CONDITIONS, Section 2.

General Wearing Apparel

- (a) The Employer shall furnish either smocks or aprons as he may decide and shall pay for laundering of same.
- (b) Employees whose duties are performed in freezer units shall be supplied with freezer coats, freezer boots and suitable gloves. The employees so supplied shall accept responsibility for such equipment, provided locked storage space is made available. Replacement of freezer coats, boots and gloves due to wear and tear shall, if disputed, become a grievance and be processed as provided for in this Collective Agreement.

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APPENDIX "H"

PRODUCE WAREHOUSE  
DISTRIBUTION CENTRE

WAGE RATES AND CLASSIFICATIONS

All wage increases shall be effective the Sunday nearest April 1st each year.

	Hourly Rates Effective			
	<u>Apr.1</u> <u>1991</u>	<u>Apr.1</u> <u>1992</u>	<u>Apr.1</u> <u>1993</u>	<u>Apr.1</u> <u>1994</u>
Banana Room				
Man	\$ 20.13	\$ 21.14	\$	\$
Shipper	20.13	21.14		
Receiver	20.13	21.14		
Checker	19.92	20.92		
and Mixed				
Loader	20.52	21.55		
Box Loader	19.95	20.95		
Fruit Inspector	20.13	21.14		
Mobil Lift				
Drivers	19.79	20.78		
Order Selectors	19.58	20.56		
Warehouse				
Worker	17.86	17.86		
Utility Worker	20.27	21.28		
Receiver-Fruit				
Inspector	20.13	21.14		
Checker-Mobil				
Lift	19.92	20.92		
Cheese Room				
Worker	19.92	20.92		

Effective April 1st, 1990, shift premium One Dollar and Seventy-Nine cents (\$1.79).

All classifications (except office staff) below Order Selector will receive a lump sum payment of \$750.00 twice annually as follows: (present Incumbents on 1/1)

- After ratification
- October 1, 1991
- April 1, 1992
- October 1, 1992

Effective April 1st, 1993, all classifications (including shift and freezer premiums where applicable) to be adjusted by 1992 (2nd year) Canada C.P.I.

Effective April 1st, 1994, all classifications (including shift and freezer premiums where applicable) to be adjusted by 1993 (3rd year) Canada C.P.I.

Shift Times - see Article VI - Working Conditions, Section 2.

It is agreed that two (2) hours pay at the overtime rate shall be paid to the Banana Room Men when required to "come in" on weekends to check and set the temperatures, etc. If the employee wishes to remain for four (4) hours and perform work in the Banana Room or clean up in the Department he shall be paid for four (4) hours at the overtime rate.

OFFICE STAFF - LOWER MAINLAND

WAGE RATES AND CLASSIFICATIONS

Wage increases shall be effective the 1st day nearest April 1st each year.

DISTRIBUTION CENTRE

	Hourly Rates Effective			
	<u>Apr.1</u> <u>1991</u>	<u>Apr.1</u> <u>1992</u>	<u>Apr.1</u> <u>1993</u>	<u>Apr.1</u> <u>1994</u>
Clerk General	\$ 18.84	\$ 19.78	\$	\$
Operator Entry				
Clerk	19.57	20.55		
Operator	19.57	20.55		
Chief Clerk	19.74	20.73		

MILK PLANT AND ICE CREAM PLANT

	Hourly Rates Effective			
	<u>Apr.1</u> <u>1991</u>	<u>Apr.1</u> <u>1992</u>	<u>Apr.1</u> <u>1993</u>	<u>Apr.1</u> <u>1994</u>
Chief Plant				
Clerk	\$ 20.13	\$ 21.14		
Plant Clerk	19.42	20.39		
Operator	19.57	20.55		

Effective April 1st, 1993, all classifications including shift and freezer premiums where applicable) to be adjusted by 1992 (2nd year) Canada C.P.I.

Effective April 1st, 1994, all classifications (including shift and freezer premiums where applicable) to be adjusted by 1993 (3rd year) Canada C.P. I.

Shift Times - see Article VI - Working ~~CONDITIONS~~, Section 2.

1. It is agreed there is one (1) seniority list (full and part time) for the office staff for purposes of lay-off and rehire.

2. Office Relief - Separate vacation and A.T.O. schedules are to be maintained at the Distribution Centre, Milk Plant and Ice Cream Plant, and the Trucking Department.

Vacation relief at the Distribution Centre is to be provided for by the Floater positions, which are to be considered full time.

When not scheduled for vacation or A.T.O. relief, the floater positions shall be used for unscheduled absences, special projects or to perform work as needed in any of the office classifications.

Persons rolled from a full-time office staff position shall have the option to elect either a part-time position within the office staff (with no recall rights or posting rights) or a full-time position in the Lower Mainland Employee Pool (with 90 day recall rights to the position last held and posting rights).

In the event an office classification is posted and no applications with proper qualifications are received the senior part-time clerk general must take the position.

Applicants for the office positions will be considered provided they have the following basic requirements:

- (a) Successful completion of a course in basic accounting - (6 - 8 weeks night course).
- (b) Typing of fifty (50) words per minute.
- (c) Be able to pass a spelling and grammar test (score of 26 out of 35).
- (d) Be able to pass a math test (score of 16 out of 24).
- (e) Have some experience and be able to improve speed on a ten (10) key calculator.

It is understood, the above tests shall be taken at \_\_\_\_\_ as mutually agreed among the parties.

SECURITY DEPARTMENT

WAGE RATES AND CLASSIFICATIONS

All wage increases shall be effective on April 1st of each year.

	Hourly Rates Effective			
	Apr. 1 1991	Apr. 1 1992	Apr. 1 1993	Apr. 1 1994
Gate Attendant	\$ 7.00	\$ 7.86	\$ 8.72	\$ 9.58
Licentiate Positions	17.86	17.86	17.86	17.86

Effective April 1st 1993, all classifications below Order Selector will receive a lump sum payment of \$750.00 twice annually as follows: (present incumbents only)

One dollar and seventy cents (\$1.70)

All classifications (except office staff) below Order Selector will receive a lump sum payment of \$750.00 twice annually as follows: (present incumbents only)

- After ratification
- October 1, 1991
- April 1, 1992
- October 1, 1992

Effective April 1st, 1993, all classifications (including shift and freezer premiums where applicable) to be adjusted by 1992 (2nd year) Canada C.P.I.

Effective April 1st, 1994, all classifications (including shift and freezer premiums where applicable) to be adjusted by 1993 (3rd year) Canada C.P.I.



ours of Work

- Gate Guards shall work **five consecutive** eight hour shifts **per** week. A mutually agreed upon plan **shall** be arranged so that these **employees** shall have two **consecutive** days off-
- These employees shall be paid at straight time hourly rates for each eight hour shift. Shift premiums **shall** apply. Weekend **Premium** shall apply to Gate Guards. Overtime shall be **paid** for Gate Guards required to work on such statutory **holidays**.
- Gate Guards shall have their lunch on the **job** during **their** eight hour **paid** shift. They shall report early enough to change to their uniform and be on duty at the gate at **their** scheduled starting **time** for their shift- They shall change **from** their **uniform** after **completion** of **their** eight hour **shift**.

onditions re Gate Guards

- Gate Guards **will report** to and be responsible to the **Company's** Security Department and will receive all of their **instructions** from that Department-
- In the event of a labour dispute at the **Distribution Centre**, **Gate Guards will** continue to perform their normal duties.

3. Gate Guards will, upon request, complete an application for a surety bond.
4. The fact of Gate Guards being covered by the Collective Agreement shall in no way limit the Employer in the number of Security Personnel or the assignment of their duties at the Distribution Centre.
5. There shall be a separate Seniority List of Gate Guards.

Shift Times - see Article VI - Working Conditions, Section 2.

Light Duty Positions

1. Light Duty positions shall include Gate Guard and Light Duty Janitor classifications.
2. Vacancies for Light Duty Positions
  - (a) Medical records shall be used as a guide to judge an employee's disability. The employee may also be required to have a medical examination by Doctors other than their own.
  - (b) The light duty positions shall be filled firstly by employees at the Lower Mainland Operations and Departments who are physically disabled to the extent that they cannot satisfactorily perform jobs to which they are eligible for.

- (c) In the event no disabled employees are available from any of the Companies operations covered by this Agreement, positions are to be filled by the Lower Mainland Employee Pool.
- (a) Seniority shall be the governing factor in obtaining a "light duty" position. If for any reason a senior employee becomes disabled, such employee shall fill the vacant light duty position. If there is no such position, such employee shall have the right to bump the most junior light duty position.
- (b) An employee after bumping the most junior position may be required to fill that position until the next October 1st at which time the employee shall attain full seniority status in the choice of position and shift within the light duty classification. The elected position to be filled by the following January 1.
- (c) It is further understood that any person claiming light duty positions under the medical disability provision (i.e. medical letter) shall not have posting rights to other operations outside the scope of light duty positions until after such time as they are declared medically as no longer disabled.
- (d) Any employee medically determined as being no longer disabled shall immediately be placed in the Lower Mainland Employee pool.

FORWARDING WAREHOUSE

WAGE RATES AND CLASSIFICATIONS

All wage increases shall be effective the Sunday nearest April 1st each year.

	Hourly Rates Effective			
	<u>Apr.1</u> <u>1991</u>	<u>Apr.1</u> <u>1992</u>	<u>Apr.1</u> <u>1993</u>	<u>Apr.1</u> <u>1994</u>
Mobil Lift				
Operator	\$ 19.79	\$ 20.78	\$	\$
Receiver	20.13	21.14		
Shipper	20.13	21.14		
Shipper-				
Receiver	20.13	21.14		
Dispatcher				
Lead Hand	20.94	21.99		
Utility Worker	20.27	21.28		
Warehouse Cleaner				
and Machine				
Operator	18.46	18.46		

All classifications (except office staff) below Order Selector will receive a lump sum payment of \$750.00 twice annually as follows: (present incumbents only)

- After ratification
- October 1, 1991
- April 1, 1992
- October 1, 1992

Effective April 1st, 1993, all classifications (including shift and freezer premiums where applicable) to be adjusted by 1992 (2nd year)

Canada C.P.I.

Effective April 1st, 1994, all classifications (including shift and freezer premiums where applicable) to be adjusted by 1993 (3rd year) Canada C.P.I.

Shift Times - see Article VI - Working CONDITIONS, Section 2.

DAWSON CREEK, B.C.

WAGE RATES AND CLASSIFICATIONS

All wage increases shall be effective the Sunday nearest April 1st each year.

	Hourly Rates Effective			
	Apr.1	Apr.1	Apr.1	Apr.1
	<u>1991</u>	<u>1992</u>	<u>1993</u>	<u>1994</u>
Warehouseman	\$ 17.36	\$ 17.36	\$	\$
Order Selector	19.05	20.00		
Mobil Lift				
Drivers	19.26	20.22		
Truck Drivers	19.39	20.36		
Diesel Drivers	19.74	20.73		
Lead Hand	19.89	20.88		
Shipper/ Receiver	19.60	20.58		
Produce Checker/ Order Picker	19.39	20.36		
Repack Head	19.44	20.41		
Diesel Driver - over-the-road mileage rate - Dawson Creek - Edmonton Trip	57.1	59.7		

Effective April 1st, 1990, shift premium One Dollar and Seventy-Nine cents (\$1.79).

All classifications (except office staff) below Order Selector will receive a lump sum payment of \$750.00 twice annually as follows: (present incumbents only)

After ratification  
October 1, 1991  
April 1, 1992  
October 1, 1992

Effective April 1st, 1993, all classifications including shift and freezer premiums where applicable to be adjusted by 1992 (2nd year) Canada C.P.I. Increase to apply to mileage rates.

Effective April 1st, 1994, all classifications including shift and freezer premiums where applicable to be adjusted by 1993 (3rd year) Canada C.P.I. Increase to apply to mileage rates.

Accumulated Time Off - effective January 1, 1991, employee shall accumulate paid time off on the basis of three (3) hours for each work week for thirty-nine (39) hours of straight time actual work per week (120 hours maximum per year).

WILSON CREEK - EDMONTON  
TRUCKERS' ASSOCIATION OF CANADA - ALBERTA

Section 1. Rates of Pay:  
Rate of 0.13 equals 13 cents per hour

a) The mileage rate shall apply for all time worked driving (including time spent fueling, oiling and checking and airing tires).

Loading - Unloading - Repairing

Time worked repairing, loading or unloading

equipment (when the driver performs the work) shall be compensated for at the established hourly rate for the first eight hours of such work in any one day.

(b) Inexperienced Drivers - Inexperienced drivers shall be compensated at the Order Selector hourly rate of pay. This rate shall be effective until such time as the driver is given a regular assignment to operate a truck.

(c) Waiting Time - For all time spent enroute where it is necessary for the driver to wait for equipment to be repaired or for roads to be cleared, he shall be paid at the established hourly rate of pay with a maximum of eight hours pay for the waiting time in each twenty-four (24) hour period.

Section 2. Expense Allowance - Effective April 1, 1983, drivers required to lay over shall be paid actual out-of-pocket expenses up to a maximum of six dollars and fifty cents (\$6.50) per meal and an amount as mutually agreed per night for room. After ratification increase to Eight Dollars (\$8.00) per meal, effective April 1st, 1992 increase to Nine Dollars and Fifty Cents (\$9.50) per meal. Any additional expense necessary to the operation of the truck such as emergency telephone calls and bridge tolls shall be accounted for and subsequently paid by the Companies.

3. Statutory Holidays - Regular shall receive 16 hour pay at the established hourly rate of pay for statutory



olidays worked and eight hours pay if not  
orked. Employees shall receive eight hours  
y at the established hourly rate of pay if  
quired to make a trip on Sundays.

Shift Times - see Article VI - Working  
Conditions, Section 2.

OFFICE CLASSIFICATIONS

WAGE RATES AND CLASSIFICATIONS

All wage increases shall be effective the  
1st day nearest April 1st each year.

Hourly Rates Effective			
<u>Apr.1</u>	<u>Apr.1</u>	<u>Apr.1</u>	<u>Apr.1</u>
1991	1992	1993	1994

General Plant

Clerk	\$ 18.91	\$ 19.86	\$	\$
-------	----------	----------	----	----

Effective April 1st, 1993, all classifications  
including shift and freezer premiums where  
applicable) to be adjusted by 1992 (2nd year)  
Canada C.P.I.

Effective April 1st, 1994, all classifications  
including shift and freezer premiums where  
applicable) to be adjusted by 1993 (3rd year)  
Canada C.P.I.

Medical and Pension Transfer will conform to  
practice established when Victoria Warehouse  
office transferred.

LUCERNE MILK AND ICE CREAM PLANTS

Job Classifications

1. There will be three (3) separate departments in addition to present Office, Laboratory, and Maintenance departments for purpose of vacation scheduling and utility relief.

Seniority will be the deciding factor for vacation relief except where mutually agreed between Management and the Grievance Committee.

The Productivity Committee will review the "Lock In" procedure for persons with more than three (3) years of continuous service.

2. An employee changing groups will be required to slot their A.T.O. and Vacation into the new groups schedule with the exception of the first four (4) weeks or weeks verified for a prepaid vacation.

All wage increases shall be effective the Sunday nearest April 1st each year.

Hourly Rates Effective			
Apr.1 1991	Apr.1 1992	Apr.1 1993	Apr.1 1994

PROCESSING DEPARTMENT - Vacation by Seniority within this Department.

Lead Hand      \$ 22.19 \$ 23.30 \$      \$

Hourly Rates Effective  
Apr.1    Apr.1    Apr.1    Apr.1  
1991    1992    1993    1994

Utility Workers (Processing)	\$ 22.19	\$ 23.30		
Fertilizer	22.08	23.18		
Splice Maker	20.58	21.61		
M.P. Operator	20.58	21.61		

MILLER DEPARTMENT- Vacation by Seniority  
 within this Department

Utility Workers (Filling)	\$ 20.42	\$ 21.44	\$	\$
Miller Operator	20.27	21.28		
Pak Operator	20.27	21.28		
Collector (Weekends)	20.27	21.28		

WAREHOUSE DEPARTMENT - Vacation by Seniority  
 within this Department

Lead Hand	\$ 20.57	\$ 21.60	\$	\$
Dipper	20.13	21.14		
Collector	20.13	21.14		
Pallet Stacker	19.92	20.92		
Forklift	19.92	20.92		
Forklift-loader	19.92	20.92		
Forklift	17.86	17.86		
Forklift Worker	17.86	17.86		
Utility Workers (Warehouse)	20.27	21.28		

Effective April 1st, 1990, shift premium One  
 dollar and Seventy-Nine cents (\$1.79).

All classifications (except office staff) below Order Selector will receive a lump sum payment of \$750.00 twice annually as follows: (present incumbents only)

- After ratification
- October 1, 1991
- April 1, 1992
- October 1, 1992

Effective April 1st, 1993, all classifications (including shift and freezer premiums where applicable) to be adjusted by 1992 (2nd year) Canada C.P.I.

Effective April 1st, 1994, all classifications (including shift and freezer premiums where applicable) to be adjusted by 1993 (3rd year) Canada C.P.I.

3. It is understood that an upgrading and formal training program for jobs in the PROCESSING and FILLER DEPARTMENT is forthcoming and will be followed by the Company

4. Applicants for the PROCESSING DEPARTMENT must have either a CLASS I PASTEURIZER TICKET or a good equivalent dairy background. If there are no applicants within the Milk Plant, the Job will be posted in the LOWER MAINLAND on the same basis as the prior posting.

Utility Worker must be qualified to perform all classified jobs with the exception of Laboratory and Office Staff.

In order to qualify for the following positions, an applicant must have six (6) months continuous Dairy experience in Group 1 or Group 2 and must obtain a Dairy Processing License.

Group 1 - Milk Plant  
Pasteurizer  
Lead Hand  
Utility

- Ice Cream Plant  
Pasteurizer  
Lead Hand  
Utility

Anyone posting into these positions will be required to remain within the above classifications for a period of three (3) years. Failure to attain adequate standards within the training period, or anyone wishing to vacate the position before attaining the three (3) year period, will revert to the Pool, in which the person would assume the last full-time Pool position with no POSTING rights for the remainder of the three (3) year period and his or her seniority would apply only in the case of a layoff or rollback.

Laboratory

The Companies will be applying appropriate standards to each job in the Laboratory which will be taken into consideration when employees are applying for promotions. Such standards must be maintained by employees occupying these jobs.

It is understood that only employees who, as a minimum have successfully obtained a Pasteurizer licence will be considered for job postings into the Laboratory as Lab. Technicians.

	Hourly Rates Effective			
	<u>Apr.1</u>	<u>Apr.1</u>	<u>Apr.1</u>	<u>Apr.1</u>
	<u>1991</u>	<u>1992</u>	<u>1993</u>	<u>1994</u>
Quality Control				
Supervisor	\$ 24.14	\$ 25.35	\$	\$
Quality Control				
Worker	23.24	24.40		
Lab. Technician:				
1st 12 months	21.74	22.83		
Thereafter	22.19	23.30		

Effective April 1st, 1990, shift premium One Dollar and Seventy-Nine cents (\$1.79).

Effective April 1st, 1993, all classifications (including shift and freezer premiums where applicable) to be adjusted by 1992 (2nd year) Canada C.P.I.

Effective April 1st, 1994, all classifications (including shift and freezer premiums where applicable) to be adjusted by 1993 (3rd year) Canada C.P.I.

Shift Times - see Article VI - Working  
CONDITIONS, Section 2.

The Company shall supply each employee with suitable uniform, coverall or smock, whichever is applicable and agreed to clean and maintain

im. The Company agrees to supply gloves  
-re necessary.

ICE CREAM DEPARTMENT

WAGE RATES AND CLASSIFICATIONS

All wage increases shall be effective the Sunday nearest April 1st each year.

Hourly Rates Effective

	<u>Apr.1</u> <u>1991</u>	<u>Apr.1</u> <u>1992</u>	<u>Apr.1</u> <u>1993</u>	<u>Apr.1</u> <u>1994</u>
Pasteurizer				
Class I	\$ 22.08	\$ 23.18	\$	\$
Utility Worker	21.79	22.88		
Receiver/ Janitor	20.13	21.14		
Continuous Freezer				
Operator				
Co-ordin.	22.19	23.30		
Assistant				
Co-ordin.	20.73	21.77		
Continuous Freezer				
Operator	20.58	21.61		
C.I.P. Operator	20.58	21.61		
Shipper - Roller Bed				
Operator	20.27	21.28		
Machine				
Operator	20.27	21.28		
Loader Dairy				
Worker	19.58	20.56		
Dairy Worker	17.86	17.86		
Lab. Technician	21.79	22.88		

Sharp Freezer Worker: Employees required to work 50% or more of their shift in the sharp freeze shall receive One Dollar Seventy-nine cents (\$1.79) per hour effective April 1st, 1990.



all classifications (except office staff)  
Below Order Selector will receive a lump sum  
payment of \$750.00 twice annually as follows:  
(present incumbents only)

After ratification

October 1, 1991

- April 1, 1992

October 1, 1992

Effective April 1st, 1993, all classifications  
including shift and freezer premiums where  
(applicable) to be adjusted by 1992 (2nd year)  
Canada C.P.I.

Effective April 1st, 1994, all classifications  
including shift and freezer premiums where  
(applicable) to be adjusted by 1993 (3rd year)  
Canada C.P.I.

Shift Times - see Article VI - Working  
Conditions, Section 2.

- Companies shall supply each employee with  
suitable uniform, coverall or smock, whichever  
is applicable, and agrees to clean and main-  
tain them. The Companies agree to supply  
shoes where necessary.

DATED this 10th day of May, 1991 at  
Vancouver, BRITISH Columbia.

SIGNED ON BEHALF  
OF THE COMPANY  
MACDONALDS CONSOLI-  
DATED  
LUCERNE FOODS LTD.

SIGNED ON BEHALF  
OF THE UNION  
RETAIL WHOLESALE  
UNION LOCAL 580

<u>R. Graham</u>	(signed)	<u>D. Snyder</u>	(signed)
<u>M. Yuzwa</u>	(signed)	<u>J. Stater</u>	(signed)
<u>D. Clipperton</u>	(signed)	<u>J. Dunn</u>	(signed)
<u>W. Barker</u>	(signed)	<u>I. VanRooyen</u>	(signed)
<u>J. Kine</u>	(signed)	<u>L. Wiebe</u>	(signed)
<u>O. Sorenson</u>	(signed)	<u>G. Simpson</u>	(signed)
<u>D. Balletto</u>	(signed)	<u>K. Helfrich</u>	(signed)
		<u>B. Kokoi</u>	(signed)
		<u>N. Volkow</u>	(signed)
		<u>R. Henn</u>	(signed)
		<u>R. Frank</u>	(signed)
		<u>R. Green</u>	(signed)
		<u>I. Hart</u>	(signed)
		<u>F. Winnig</u>	(signed)
		<u>N. Baker</u>	(signed)
		<u>E. Monan</u>	(signed)
		<u>B. DeBeck</u>	(signed)
		<u>M. Kawe</u>	(signed)
		<u>S. Colbert</u>	(signed)
		<u>P. Goeders</u>	(signed)
		Prov. Representative	

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RETAIL WHOLESALE UNION AGREEMENT  
BETWEEN  
MACDONALD'S CONSOLIDATED  
LUCERNE FOODS LIMITED

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Phone 879-2996



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