

# UNION AGREEMENT



UNITED FOOD &  
COMMERCIAL WORKER  
UNION  
LOCAL 1518  
BRITISH COLUMBIA



CANADA SAFEWAY  
LIMITED  
(British Columbia Stores)

April 1, 1989 – March 31, 1993

NOV - 5 1991

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**DEAR MEMBER:**

*This is your Union Contract. It represents over 50 years of progress and effort by thousands of Retail Clerks. Many of your fellow members have suffered financial loss through lockouts and strikes in order to establish the following wages, benefits and rights.*

*It is the duty of every member to uphold the Collective Agreement and to see to it that its terms and conditions are fulfilled. If violations occur, it is your duty and obligation to inform the Union so that the problem or violation can be corrected.*

*By demanding your rights, you will receive the respect of both your fellow employees and your employer. By allowing your rights to be taken from you, you will undermine the position of the Union in your store and diminish the efforts of those who have made this fine Contract possible.*

**BROOKE SUNDIN**

**President and  
Chief Executive Officer**

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**MEMORANDUM OF AGREEMENT**  
**MADE THIS 2<sup>nd</sup> DAY OF OCTOBER, 1989**

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

(hereinafter referred to as the "EMPLOYER")

AND **UNITED FOOD  
AND COMMERCIAL WORKERS  
UNION, LOCAL 1518**, chartered by  
the United Food and Commercial  
Workers International Union, A.F.L.,  
C.I.O., C.L.C.

(hereinafter referred to as the "UNION")

**WHEREAS:** The Employer and the Union desire to establish and maintain conditions which will promote a harmonious relationship between the Employer and the employees covered by the terms of this Agreement and desire to provide methods of fair and amicable adjustment of disputes which may arise between them;

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

**Section 1 BARGAINING AGENCY**

**1.01** The Employer recognizes the Union as the sole and exclusive Collective Bargaining Agency for all employees in the present and future retail establishments owned and/or operated by the Employer in the Cities of Vancouver, North Vancouver, New Westminster, White Rock and Victoria; the Towns of Port Coquitlam, Port Moody, Sidney; the Municipalities of Burnaby, West Vancouver, Coquitlam, Richmond, Delta, Surrey, Oak Bay, Esquimalt, Saanich and Central Saanich; the District of North Vancouver and Colwood; the District of Maple Ridge; and unorganized territories surrounding Victoria, with respect to rates of pay, wages, hours and all other conditions of employment set out in this Agreement, except and excluding Bakery Production Workers who may be under separate certification and employees working in the Meat Department. If additional retail food establishments are acquired by the Employer in the area described herein, all terms and conditions of this Collective Agreement shall apply to

such establishments and shall be binding on the parties hereto.

**Section 2 UNION SHOP**

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- 2.01** The Employer agrees to retain in his employ, within the Bargaining Unit as outlined in Section 1 of this Agreement, only members of the Union in good standing. The Employer shall be free to hire new employees who are not members of the Union, provided said non-members, whether part- or full-time employees, shall be eligible for membership in the Union and shall make application within ten (10) days after employment and become members within thirty (30) days.
- 2.02** The Employer agrees to provide each new employee at the time of employment with a form letter outlining to the employee his or her responsibility in regard to Union membership and outlining the provisions of Section 7.07 of this Agreement, and to provide the Union in writing with the name and address of each employee to whom they have presented the form letter, along with the employee's date of hire. The Union shall bear the expense of printing the letter, the contents of the letter to be such that it is acceptable to the Employer. The Employer further agrees to provide the Union once a month with a list containing names of all employees who have terminated their employment during the previous month.
- 2.03** The Employer agrees to not employ persons who have a full-time job with another Employer. The onus

of bringing violations of this Subsection to the attention of the Employer shall rest upon the Union.

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

2- 1  
**3.01** The Employer agrees to deduct from the wages of each employee, upon proper authorization from the employee affected, such initiation fees, Union dues, fines and assessments as are authorized by regular and proper vote of the membership of the Union. The Employer further agrees to automatically deduct Union dues from the wages of all new employees. The Union will supply an appropriate form to the Employer so that new employees, at the time of hire, will authorize Union dues deductions. This form will be applicable from the time the employee commences employment until such time as the Union submits an official Dues Checkoff to the Employer. The employee shall, within thirty (30) days after commencement of employment, provide the Employer with a signed Authorization for such deductions. Monies deducted during any month shall be forwarded by the Employer to the Secretary Treasurer of the Union not later than the tenth (10th) day of the following month, accompanied by a written statement of the name and social insurance number of each employee for whom the deductions were made and the amount of each deduction. Dues checkoffs are to be submitted on a monthly or four week basis showing amount deducted each week, for what purpose, and the total amount deducted during the month or four week period, as well as the store number of each employee

for whom the deductions were made. Union dues deducted by the Employer shall be shown on the employee's T4 slip.

**Section 4 CLERKS WORK CLAUSE**

3-1

**4.01** Subject to exclusions in Section 1 of this Agreement, all work in the handling and selling of merchandise in the retail stores of the Employer shall be performed ~~only by employees~~ of the Employer who are in the Bargaining Unit and who are members of the United Food and Commercial Workers Union, Local 1518, with the following exceptions:

- A. Supervisory and Specialist Personnel of the Employer.
- B. Rack Jobbers.
- C. Salespersons handling bakery specialties products (if merchandise is carried in the truck).

The term "Salespersons handling bakery specialties products" is meant to be similar in concept to the term "Rack Jobber" and covers such operators as Mrs. Willman's and Rotary Pies, but neither the term "Rack Jobber" nor the term "Salespersons of bakery specialties products" is considered to mean Bread Driver Salespersons such as Weston's, Mother Hubbard's or Venice. However, it is permissible for Driver Salespersons of these companies to stock sweetgoods products such as butterhorns, cakes, doughnuts, etc., pro-

viding such products are carried with them in their trucks.

- D. Demonstrators.
- E. Special Personnel assisting prior to the store opening and during major store remodelling.
- F. Special displays (not built of product or merchandise) may be built, designed and decorated by Salespersons, provided that initial stocking and replenishing of product or merchandise shall be performed by employees of the Employer.

“Salespersons” for purposes of this Section shall mean persons other than employees of the Employer.

Salespersons or Driver Salesmen in the employ of soft drink distributors may only sort and pick up their company's returns in the course of their duties for their employers.

Kraft Foods Representatives may remove their own company's off-code product unsuitable for sale from shelves or display cases and put such off-code product in a shopping buggy. Once the off-code product is in a buggy, it must then be handled by a Retail Clerk. This means that a Retail Clerk must either wheel the buggy into the back room or out to the Kraft Representative's car – whichever is desired. Also, any replacement of Kraft stock must be done by a Retail Clerk. If



the Kraft Representative wishes to make an **immediate replacement of stock, such stock shall be** put into the stockroom and Retail Clerks shall place it on the shelf or in the display case. To further ensure compliance by Kraft Foods' Salesmen with the immediately preceding paragraph, the Employer hereby agrees to write to Kraft Foods Ltd., advising them of the permitted scope of their activities in the Employer's stores and, further, informing them that Salesmen who violate the provisions of the foregoing paragraph will be excluded from the stores of the Employer concerned.

**G.** Truck Drivers as per Letter of Understanding.

**H.** In the event that there are major Section changes due to the introduction of new product lines, the Employer may use outside help to initially stock the new product only. This outside help would set up the space allocation for the existing product to be replaced.

Penalties **for** violation **of** this Clause: When there is a violation of the Clerks work Clause in any one store, the following penalties shall apply:

1. First violation
  - a written warning from the Union will be given to the Employer.
2. Second violation within the twelve (12) month period following written notice as per Point (I)
  - a two hundred dollar (\$200.00) fine.

3. Third and subsequent violations within the twelve (12) month period
  - a three hundred dollar (\$300.00) fine for each violation.

Where no violation occurs for a period of twelve (12) months following a written warning or from the date of the last fine, the Employer shall be entitled to another written warning from the Union.

Where the Employer has been fined, such fine is to be dispatched to William Mercer Limited who will notify the Union of receipt of such fine and the particulars in respect to which violation the fine was paid. William Mercer Limited will deposit the monies into the Retail Clerks Industry Pension Plan.

**Section 5 BASIC WORKWEEK – ACCUMULATED TIME OFF – STATUTORY HOLIDAYS**

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

**Basic Workweek:** The basic workweek for full-time employees shall be ~~forty (40)~~ hours, consisting of five (5) eight (8) hour days.

Commencing with their fifth (5th) week of employment, full-time employees shall receive forty (40) hours pay at straight time rates and shall work four (4) days, thirty-two (32) hours, including work on the

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**statutory holiday, in a week in which one (1) statutory holiday occurs; three (3) days, twenty-four (24) hours, including work on the statutory holiday, in a week in which two (2) statutory holidays occur. Time worked in excess of forty (40) hours of actual work by part-time employees during a week in which a statutory holiday or statutory holidays occur shall be paid at the rate of time and one half (1 1/2).**

1. The hours in excess of thirty-two (32) hours of work shall be offered by seniority and shall be voluntary.
2. If sufficient employees are not available, hours of work to the above maximum may be assigned by reverse seniority.
3. Work on the statutory holiday shall be paid at the appropriate statutory holiday rates.

Full-time employees shall not suffer a reduction in the workweek by reason of the Employer voluntarily reducing the hours that the store is open to the public to less than nine (9) hours per day.

**5.02 Accumulated Paid Time Off (A.T.O.):** Regular full-time employees shall accumulate paid time off at the rate of four (4) hours for each basic workweek completed. Basic workweeks shall be those described in this Subsection and shall also include time off due to Jury Duty and Witness Duty as set out in Section 7.08, and Funeral Leave as set out in Section 10.04, provided the employee has actual hours worked in the week.

Restricted employees who lift their restriction and are able to proceed to full-time status based on their seniority, shall not be required to meet the full-time status requirement (forty (40) hours per week for eight (8) weeks) of the Collective Agreement.

It is understood where the above causes a junior full-time employee to be reduced to part-time status, this reduction is not a reduction by the Employer.

Days off with pay as a result of accumulated paid time off shall, in the week in which they are taken, be considered as hours of that basic workweek.

Full-time employees shall accumulate the four (4) hours per week A.T.O. on all weeks of vacation if eligible.

When an employee has accumulated eight (8) hours, he or she shall receive a day off with pay scheduled by the Employer within the next four (4) weeks, such day to be combined with an employee's regular day off when it does not interfere with the operation of the store.

A.T.O. accumulation can vary to a maximum of plus or minus twenty (20) hours in employee A.T.O. bank.

Employees shall not be required to take an A.T.O. day if they are minus twenty (20) hours of A.T.O.

The plus/minus A.T.O. number may be altered by mutual agreement between the employee and the Employer.

**5.03 A.T.O. and Lateness:** If an employee is chronically late and has been formally notified by Management that further incidents of being late will result in loss of A.T.O., then A.T.O. may be cancelled for that week.

Sunday can be considered as a “regular day off” for purposes of combining days off.

An employee who terminates or is terminated, or reverts or is reverted from full-time to part-time status, or who is promoted out of the jurisdiction of the Union, shall receive payment for any hours of paid time off accumulation that he or she is entitled to at the time of his or her termination or promotion out of the jurisdiction of the Union.

**For** the purposes of this Section, a part-time employee who works forty (40) hours per week, including statutory holidays, for eight (8) consecutive weeks, exclusive of replacement hours, shall be entitled to receive accumulated paid time off as provided in this Section at the appropriate full-time rate of pay.

“Replacement hours” shall be those hours that an employee works or is assigned that would normally be worked by another employee were it not for the latter’s absence due to illness, vacation, Leave of Absence, Workers’ Compensation, Weekly Indemnity or other contractual absence. The employee shall be advised when he or she works or is assigned replacement hours.

In the event that an employee working more than thirty-six (36) hours per week for the required period alleges that he or she is being prevented from working forty (40) available hours, he or she may request an explanation from the Store Manager concerned. If he or she is not satisfied with the explanation, the Union may lodge a Grievance in accordance with Sections 17 and 18 to determine whether or not the employee should be working forty (40) hours per week.

Employees will be advised of their A.T.O. entitlement on a weekly basis in writing, according to current or developed practices.

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

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

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

For employees hired prior to ratification of the 1989 **Collective Agreement**, **average hours** worked in four (4) weeks preceding the week in which the holiday occurs:

Sixteen (16) but less than twenty (20)

- Four (4) hours pay for each holiday

Twenty (20) but less than thirty-two (32)

- Six (6) hours pay for each holiday

Thirty-two (32) hours or more

- Eight (8) hours pay for each holiday.

For employees hired after ratification of the 1989 **Collective Agreement**, **average hours** worked in four (4) weeks preceding the week in which the holiday occurs:

Twenty (20) but less than twenty-four (24)

- Four (4) hours pay for each holiday

Twenty-four(24) but less than thirty-two (32)

- Six (6) hours pay for each holiday

Thirty-two (32) hours or more

- Eight (8) hours pay for each holiday.

For purposes of determining statutory holiday pay entitlement for full-time employees, all paid time off and hours absent due to sickness or accident, not exceeding thirty-nine (**39**) consecutive weeks calculated from the first day of such continuous illness or accident, shall be counted as hours worked if the full-

time employee would have been scheduled to work such hours they were absent.

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For purposes of determining statutory holiday pay entitlement for part-time employees, hours spent on paid vacation and hours paid for statutory holidays shall count as time worked. Should the "four (4) weeks preceding the week in which a holiday occurs" include time off without pay which is connected with vacation pay received at some other time of the year, then the "four (4) week test" shall not include such absence. In this case, the "four (4) weeks" shall be the last four (4) weeks excluding such absences.

All work performed on a statutory holiday shall be paid for at the rate of time and one half (1 1/2) the employee's rate of pay and, where so entitled, the employee shall also receive pay for the statutory holiday.

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

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

**5.06 Full-Time Employees:** Weekly work schedules for full-time employees shall be posted by Saturday, three (3) weeks in advance.



**5.07 Part-Time Employees:** The Employer shall post the weekly work schedule for all employees not later than Monday 6:00 p.m. for the following workweek. An employee's schedule may be changed without notice in the event of absence of other staff due to sickness or accident or in the event of emergencies, such as fire, flood, breakdown of machinery or other instances of force majeure. In all other cases, at least twenty-four (24) hours' notice of any change must be given or four (4) additional hours' pay given in lieu of notice.

In the case of students, they must be notified on the day before of any change to his or her schedule or be given an additional two (2) hours' pay if the schedule is changed for a school day and four (4) hours' pay if the schedule is changed for a nonschool day.

Service Clerks must be notified the day before of any change to his or her schedule or be given an additional two (2) hours' pay.

The Employer is required to make a reasonable effort to advise individual employees of changes to their work schedule once it has been posted.

It is understood that this Clause does not apply to casual employees.

**5.08 Requested Time Off (R.T.O.):** Part-time employees, requesting and who are granted R.T.O. prior to the posting of the work schedule, shall not have their hours of work for the week reduced as a result of the granting of the request. It shall be optional for the Em-

ployer to reduce the hours or days for any request made and granted after the posting of the work schedule.

**5.09 Consecutive Day Off:** The Employer agrees to schedule, subject to the operational needs of the store, consecutive days off for all full-time employees and, that wherever practical, the Employer shall also schedule A.T.O. days with consecutive days off.

Where it can be demonstrated by the Union that the scheduling of consecutive days off and A.T.O. can be accomplished, the Union and the Employer shall meet to determine a method of solution.

It is understood that if a penalty is paid under Section 5.07, then no penalty shall be paid under Section 7.07.

**5.10 Split Shifts:** There shall be a daily starting time for each employee. Daily hours of work for full-time employees shall be consecutive, with the exception of meal periods. Part-time employees shall not be required to work a split shift except by mutual agreement between the employee and the Employer. Such agreement shall be given by the employee in writing. When an employee has agreed to work split shifts and wishes to withdraw such agreement, twenty-four (24) hours notice shall be given to the Employer. Agreement and withdrawal of same shall only take place once during the life of the Collective Agreement.

**5.11 Late Closing Schedule (Midnight Stores):** Subject to the operational needs of the store, employees sched-

uled to work the store closing shift(s) will not be scheduled later than thirty (30) minutes after the store closing time.

- 5.12 Night Work Rotation:** There shall be fair rotation of night work when the store is open for business insofar as this is practical for store operation. It is understood that students shall be excluded from this provision.

Senior employees whose years of service plus age equals seventy (70), may opt out of Night Stocking Crew.

- 5.13 Express Checkouts:** Express checkout duties will be rotated so that no Clerk Cashier will be required to serve more than four (4) hours per day in such duties. A premium of time and one half (1 1/2) shall be paid for all hours over four (4) hours per day spent in the express checkout. It shall be the employee's responsibility to notify Management when the four (4) hours are completed. An employee may finish the order in progress without the penalty applying.

- 5.14 Meal Periods:** Meal periods shall be one (1) hour unless a lesser time is mutually agreed upon. Meal periods shall be scheduled not later than the commencement of the employee's shift and normally will commence between the hours of 11:15 a.m. and 1:30 p.m. It is understood this schedule shall be inoperative under unusual circumstances.

Employees who work an eight (8) hour shift shall have a meal period to commence not earlier than

three (3) hours or later than five (5) hours after commencement of the shift; however, when such employees commence their shift between 12:00 noon and 1:30 p.m., their meal period shall not be scheduled prior to 4:30 p.m. Part-time employees working over five (5) hours but less than eight (8) hours shall be entitled to a thirty (30) minute meal period.

Clerk Cashiers have the option of taking a fifteen (15) minute unpaid rest period either with or separate from an existing fifteen (15) minute paid rest period. This may be taken in lieu of the thirty (30) minute unpaid meal period. The employees will notify Management of their option to ensure efficient scheduling.

**5.15 Rest Periods:** All employees shall have rest periods in each work period in excess of six (6) hours, one (1) rest period to be granted before and one (1) after the meal period. Employees working a shift of four (4) hours but not more than six (6) hours shall receive one (1) rest period during such a shift. Rest periods shall not begin until one (1) hour after the commencement of work or the end of a meal period. Rest periods shall not begin less than one (1) hour before either the meal period or the end of the shift. Rest periods shall be taken without loss of pay to the employee.

Clerk Cashiers working more than a four (4) hour shift but not more than a five (5) hour shift shall have the right to a fifteen (15) minute unpaid rest period either with or separate from the existing fifteen (15) minute paid rest period. The employees will notify Management of their option to ensure efficient scheduling.

Times for Clerk Cashiers' rest periods shall be set out by the Employer on a sheet which shall be available for Clerk Cashiers to review prior to the commencement of their shifts. Such times can be altered by Management (within the confines of Section 5.15) should the need arise.

The Employer will schedule rest periods for Clerk Cashiers on the checkstand so that no Clerk Cashier shall be scheduled to work more than three (3) consecutive hours. The parties recognize that rest periods may be delayed due to unexpected business fluctuations.

**5.16 Time Clocks:** The Employer shall provide each store with a time clock in order to enable employees to record their time for payroll purposes. Employees shall record their own time at the time they start and finish work and the time they commence and return from meal periods. Employees who fail to record all time worked in the manner required by this Subsection shall, upon complaint of the Union, be disciplined as follows:

- 1st violation
  - one (1) week suspension without pay
- 2nd violation
  - two (2) weeks suspension without pay
- 3rd violation
  - termination of employment.

Suspensions shall be implemented within forty-five (45) days of notification by the Union unless a longer

period is mutually agreed upon between the Union and the Employer or in the event that the requested suspension becomes subject to the Grievance Procedure.

Any such dispute shall be subject to the Grievance and Arbitration Sections of this Agreement. Any employee terminated for the above reasons shall not be entitled to notice or pay in lieu of notice under Section I3 of this Agreement.

Management agrees to assume **its** full responsibility in seeing that all employees are compensated for all time worked. Management personnel who deliberately violate this provision shall be disciplined by the Employer.

**5.17 Overtime Pay:** All time worked in excess of the basic workweek, as defined in Section 5.01 and Section 5.04, or the regular working day scheduled by the Employer, shall be paid at the rate of time and **one** half (1 1/2) the regular rate. Compensating time off shall not be given in lieu of overtime pay. A part-time employee working on more than five (5) days in one (1) week shall be paid at the rate of time and one half (1 1/2) for work performed on the sixth (6th) day. Time worked after 6:30 p.m. on Christmas, Eve and New Year's Eve shall be paid for at double time.

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All hours worked over ten (10) in any one (1) day shall be paid at double the basic rate.

All hours worked over forty-eight (48) in any one (1) week shall be paid at double the basic rate.

It is agreed that no one will be paid more than one (1)

overtime premium for any overtime hours worked.

When required to work overtime, an employee may decline if he or she has a valid reason. Such refusal shall be accepted <sup>40-2</sup> provided there is another employee on the shift when overtime is required who is prepared to work the overtime and has the ability to perform the work required.

**5.18 Overtime – Rest Period – Lunch Money:** If an employee **is** required to work more than one (1) hour but not more than two (2) hours overtime, he or she will be given a fifteen (15) minute paid rest period.

If an employee is required to work more than two (2) hours overtime, he or she will be given the same fifteen (15) minute paid rest period mentioned in the above paragraph and, in addition, receive a five dollar (\$5.00) meal allowance. <sup>3 > A 050</sup>

This provision applies *to* overtime in excess of an eight (8) hour day. It is understood that all overtime of less than four (4) hours shall be continuous with the end of the shift, with the exception of a meal period where one is given as defined above. <sup>43- 00160</sup>

**5.19 Sunday Work:** For employees hired before ratification of the 1989 Collective Agreement, all work performed on Sunday shall be paid at straight time rates plus a premium of one dollar sixty cents (\$1.60) per hour (eighty cents (\$.80) for each full half hour worked), except that Service Clerks shall receive a premium of one dollar (\$1.00) per hour (fifty cents (\$.50) per half hour).

For purposes of the Collective Agreement, Sunday is considered the first (1st) day of the basic workweek and, in the event an employee worked in excess of the basic workweek as set out in Section 5.01, the last such day or days worked in such weeks shall be considered as the day or days for which overtime applies.

1. **Work** on Sunday shall be voluntary.
2. Sunday work shall be considered as "available hours" as set out in Section 14.05, and shall be offered according to seniority.
3. Employees shall notify Management at the beginning of each two (2) month period of their availability to work on Sundays.
4. **If** sufficient employees are not available to work on Sundays, the Employer shall have the right to schedule hours according to "reverse seniority," provided the employee has the ability to perform the work required.
5. Notwithstanding the foregoing, it is understood that the Employer may require "key personnel" to work on Sundays.

**5.20 Shift Differential (Night Premium):** Employees hired prior to ratification of the 1989 Collective Agreement who are required to work between the hours of 6:00 p.m. and 8:00 a.m. of the following day shall receive a differential at the rate of one dollar (\$1.00) per hour (fifty cents (\$.50) for each full half

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hour worked) in addition to their regular hourly rate. It is agreed that an employee commencing a shift at 7:00 a.m. or between 7:00 a.m. and 8:00 a.m. shall not be entitled to this differential between 7:00 a.m. and 8:00 a.m. During hours that the store is open to the public, this differential shall not apply to students. This differential does not apply to part-time employees who work less than sixteen (16) hours during that week.

Premium pay for night work shall not be added to an employee's rate of pay for the purpose of computing overtime pay.

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

**5.22 Consecutive Day Limit:** Full-time employees will not be required to work in excess of six (6) consecutive days and also will not be required to work two (2) consecutive Saturday/Sunday shifts.

No part-time employee shall be required to work more than six (6) consecutive days. It is understood that there will not be any "available hours claim involving the seventh (7th) or subsequent days of work.

**5.23 Work Loads:** If an employee believes the amount of work he or she is required to perform is excessive

over what is required from the rest of the staff and it will result in an occupational accident or occupational injury to him or her, the question shall be referred to Section 17 of this Agreement.

**5.24 Night Stocking:** Where two (2) or more employees are working on a night shift in a store where regular or systematic night stocking is in effect and there is not a premium rate Clerk, Assistant Manager or Management personnel in charge, the person in charge shall not be compensated at less than the Lead Hand rate which shall be forty-five cents (\$.45) per hour over the employee's regular rate.

Effective the Sunday after ratification the amount shall be increased to one dollar (\$1.00) per hour over the employee's regular rate.

The following rules shall apply to night stocking:

1. Night stocking shifts shall commence at 12:01 a.m. five (5) nights per week except as hereinafter provided.
2. **As** an alternative to Point (1) above, one 12:01 a.m. shift may be worked on any night of the week with the remaining shifts falling within the time outlined in Point (3).
3. Shifts not commencing at 12:01 a.m. shall start on or after 5:00 a.m. and shall end before 12:00 midnight.
4. An employee's shift during one (1) week shall fall within the same eighteen (18) hour span.

5. Employees regularly assigned to stocking shifts while the store is closed for business shall be rotated to a shift every two (2) months which does not involve regular night stocking unless otherwise mutually agreed in writing between the employee and the Employer (a copy to be sent to the Union). If this is not practically possible in certain stores, the Employer and the Union Representative will discuss alternatives that may provide a fair rotation system.

The Employer agrees to schedule Stocking Crews consecutive days of work wherever possible, subject to the operational needs of the store. Where it can be demonstrated that the scheduling of consecutive days of work can be scheduled, the Union and the Employer shall meet and determine a method of solution.

The above shall be subject to emergencies as defined in Section 5.07 of this Agreement.

No Clerk shall be required to work alone on the premises on night shift.

## **Section 6 CLASSIFICATION OF EMPLOYEES**

- 6.01 General Clerks – to perform any duties assigned in the store, except as provided herein Section 6.01.

Shall not be reduced in classification when assigned to duties listed under other categories.

The Employer agrees not to assign General Clerks to perform checkstand duties but both parties recognize

that General Clerks may be required to perform these functions in the following circumstances:

- For relief for meal or rest periods.
- Unscheduled absences of staff.
- Due to business emergencies.

Business emergencies are defined as unexpected increases in customer business. This exception cannot be justified where it is used on a regular basis.

The Employer agrees not to **make** changes in the assignment of General Clerk duties that will have a significant negative effect on the number of hours worked by Clerk Cashiers.

If the Union feels that changes have taken place contrary to the above, the Union and the Employer shall meet to discuss the problem.

If the parties cannot agree to a solution to the problem, either party may refer the matter under Section 112 of the Labour Code.

**6.02** Clerk Cashiers – duties restricted to following:

**A.** Checkstand duties.

Price changes, but not to include case lots, floor displays or end displays.

**C.** Office work.

**D.** Stocking in the checkstand area.

**E.** Cleaning and housekeeping duties relating to checkstand, snack bar or bakery counter.

F. Snack bar duties.

G. **Bakery counter duties.**

H. Bulk foods (but not to include stocking).

I. File maintenance duties.

It is agreed that General Clerks currently performing file maintenance duties shall be "red circled" and that when the current General Clerks are replaced, they shall be replaced by Clerk Cashiers.

Clerk Cashiers who perform duties other than those listed under the Clerk Cashier classification shall be paid at the General Clerk rate for all such time so spent.

**6.03** Utility Clerks – duties restricted to cleanup duties of all kinds and the handling of shopping buggies. Clerks in this classification are not permitted to stock shelves.

**6.04** Service Clerks – duties restricted to the following:

- A. Wrapping groceries and taking them to customers' vehicles and collecting shopping buggies.
- B. Complete bottle refunds, sorting of bottles and taking empty bottles to the back of store, where applicable.
- C. Stock bags or boxes in checkstand area.
- D. Clean **in** checkstand area (including sweeping only of the checkstand).
- E. Price checks and return of perishable goods only from checkstand (but not to include stocking.)

- F. Cleaning parking lot.
- G. Clean spills and breakage.
- H. Hang signs and window banners.
- I. Getting change for Clerk Cashiers.
- J. Pick up all items from sales area for customers going through the checkstands.
- K. Water, cleaning and arranging outside garden centre.

Penalties for violation of Service Clerk duties:

L. **Service Clerk**

- 1st violation
  - written warning from Union
- 2nd violation
  - two (2) weeks suspension without pay
- 3rd violation
  - termination of employment.

M. **Bargaining Unit Employee:** Directing Service Clerk to violate rules re Service Clerk duties:

- Same penalties as Service Clerk, Section 6.04 (L), above.

N. **Nonbargaining Unit Person:** Directing Service Clerk to violate rules re Service Clerk duties:

- 1st violation
  - written warning from Union
- 2nd violation
  - \$500.00 fine

- 3rd and subsequent violations within a twelve **month period of the date** of the **last** violation will result in fines of one thousand dollars (\$1,000.00) for each violation. Where twelve (12) months has elapsed from the date of the written warning or the last fine without infraction, the Employer is entitled to another notice.

Where the Employer has been fined, such fine is to be dispatched to William Mercer Limited who will notify the Union of receipt of such fine and the particulars in respect to which violation the fine was paid. William Mercer Limited will deposit the monies into the Retail Clerks Industry Pension Plan.

- 6.05** General Clerks, Utility Clerks or Clerk Cashiers who perform duties listed in Section 6.04 above shall not have their rate of pay reduced while assigned to perform such duties. Where Service Clerk duties are assigned to other classifications, no claim for available hours shall exist from Service Clerks.

## **Section 7 WAGES**

- 7.01** The Employer agrees to pay **all** persons covered by the terms of this Agreement not less than the following schedule of wages during such time as this Agreement is in force, effective on dates as shown, and provided that if an employee is receiving a wage rate or premium rate for night work which is in excess **of** the rates herein contained, such wage rates or premium rate for night work shall not be reduced by reason of the signing of this Agreement.

There shall be a regular weekly payday and each employee shall be provided with a Statement of Earnings and Deductions for the pay period covered.

Upon request, an employee will be given an itemized explanation by the Store Management of the amount (s) shown in the "Premium Pay" and "Flat Adjustment" **boxes** of the Statement of Earnings and Deductions.

Travelling time for Utility Clerks travelling from store-to-store during working hours shall be paid for **as** time worked.



## WAGE SCHEDULE

### FOR EMPLOYEES EMPLOYED ON DATE OF RATIFICATION OF 1987/1989 COLLECTIVE AGREEMENT

#### GENERAL CLERKS (HIRED PRIOR TO RATIFICATION 1987) – PER HOUR

Accumulated Months Worked	04/02/89 F/T	04/02/89 P/T	12/03/89 F/T	12/03/89 P/T	12/02/90 F/T	12/02/90 P/T	12/01/91 F/T	12/01/91 P/T
0 to 3 months	\$13.14	\$14.27	\$13.14	\$14.27	\$13.14	\$14.27	\$13.14	\$14.27
3 to 6 months	14.10	15.29	14.22	15.41	14.42	15.61	14.62	15.81
6 to 9 months	15.05	16.30	15.30	16.55	15.70	16.95	16.10	17.35
9 to 12 months	15.99	17.33	16.36	17.70	16.96	18.30	17.56	18.90
Over 12 months	16.93	18.34	17.43	18.84	18.23	19.64	19.03	20.44
Produce Manager	18.97	20.26	19.47	20.76	20.52	21.81	21.32	22.61
Assistant Manager	18.97	20.26	19.47	20.76	20.52	21.81	21.32	22.61

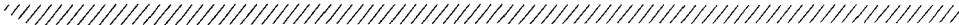
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**GENERAL CLERKS (HIRED AFTER RATIFICATION 1987) – PER HOUR**

Accumulated Months Worked	04/02/89 F/T	04/02/89 P/T	12/03/89 F/T	12/03/89 P/T	12/02/90 F/T	12/02/90 P/T	12/01/91 F/T	12/01/91 P/T
0 to 6 months	\$11.34	\$11.60	\$11.34	\$11.60	\$11.89	\$11.89	\$12.41	\$12.41
6 to 12 months	12.45	13.51	12.57	13.63	13.67	14.73	14.95	15.33
12 to 18 months	14.22	15.41	14.47	15.66	15.50	16.69	16.18	17.37
18 to 24 months	15.17	16.44	15.55	16.81	16.41	17.67	17.13	18.39
Over24 months	16.93	18.34	17.43	18.84	18.23	19.64	19.03	20.44
Produce Manager	18.97	20.26	19.47	20.76	20.52	21.81	21.32	22.61
Assistant Manager	18.97	20.26	19.47	20.76	20.52	21.81	21.32	22.61

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GENERAL CLERKS (HIRED AFTER RATIFICATION 1989/1993) - PER HOUR

Accumulated Months Worked	S A R F/T	S A R P/T	12/03/89 F/T	12/03/89 P/T	12/02/90 F/T	12/02/90 P/T	12/01/91 FIT	12/01/91 P/T
0 to 3 months	\$8.00	\$8.00	\$8.00	\$8.00	\$8.75	\$8.75	\$10.00	\$10.00
3 to 6 months	8.50	8.50	8.50	8.50	9.30	9.30	10.50	10.50
6 to 9 months	9.10	9.78	9.10	9.78	10.15	10.91	11.10	11.93
9 to 12 months	9.80	10.59	9.85	10.64	10.60	11.40	11.80	12.69
12 to 15 months	10.50	11.30	10.60	11.40	11.65	12.53	12.50	13.45
15 to 18 months	11.15	12.00	11.30	12.15	12.40	13.34	13.15	14.15
18 to 21 months	12.25	13.17	12.50	13.42	13.55	14.57	14.25	15.32
21 to 24 months	13.27	14.28	13.71	14.66	14.71	15.81	15.36	16.51
24 to 27 months	15.00	16.14	15.42	16.57	16.10	17.25	16.78	17.93
Over 27 months	16.93	18.34	17.43	18.84	18.23	19.64	19.03	20.44
Produce Manager	18.97	20.26	19.47	20.76	20.52	21.81	<u>21.32</u>	<u>22.61</u>
Assistant Manager	18.97	20.26	19.47	20.76	20.52	21.81	21.32	22.61

**EFFECTIVE SUNDAY AFTER RATIFICATION  
CURRENT EMPLOYEES IN CLASSIFICATION**

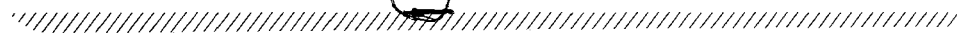
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**CLERK CASHIERS (HIRED PRIOR TO RATIFICATION 1987) - PER HOUR**

Accumulated Months Worked	04/02/89	04/02/89	12/03/89	12/03/89	12/02/90	12/02/90	12/01/91	12/01/91
	F/T	P/T	F/T	P/T	F/T	P/T	F/T	P/T
0 to 3 months	\$12.48	\$13.57	\$12.48	\$13.57	\$12.48	\$13.57	\$12.48	\$13.57
3 to 6 months	<u>13.39</u>	14.55	<u>13.51</u>	14.67	<u>13.71</u>	14.87	<u>13.91</u>	15.07
6 to 9 months	14.29	15.52	14.54	15.77	14.94	16.17	15.34	16.57
9 to 12 months	15.21	16.49	15.58	16.86	16.18	17.46	16.78	18.06
Over 12 months	16.10	17.46	16.60	17.96	17.40	18.76	18.20	19.56

**CLERK CASHIERS (HIRED AFTER RATIFICATION 1987) - PER HOUR**

Accumulated Months Worked	04/02/89	04/02/89	12/03/89	12/03/89	12/02/90	12/02/90	12/01/91	12/01/91
	F/T	P/T	F/T	P/T	F/T	P/T	F/T	P/T
0 to 6 months	\$11.02	\$11.02	\$ . 2	\$11.02	\$11.31	\$11.31	\$11.83	\$11.83
6 to 12 months	11.83	12.85	11.95	12.97	13.05	14.07	13.65	14.67
12 to 15 months	13.51	14.67	13.76	14.92	14.79	15.95	15.47	16.63
15 to 18 months	14.42	15.65		16.06	<u>15.66</u>	16.88	<u>16.38</u>	17.60
Over 18 months	<u>16.10</u>	17.46	16.60	17.96	<u>17.40</u>	18.76	<u>18.20</u>	19.56
			14.79					
			<u>16.60</u>					



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**CLERK CASHIERS (HIRED AFTER RATIFICATION 1989/1993) - PER HOUR**

Accumulated Months Worked	SAR F/T	SAR P/T	12/03/89 F/T	12/03/89 P/T	12/02/90 F/T	12/02/90 P/T	12/01/91 F/T	12/01/91 P/T
0 to 3 months	\$8.00	\$8.00	\$8.00	\$8.00	\$8.75	\$8.75	\$10.00	\$10.00
3 to 6 months	8.50	8.50	8.50	8.50	9.30	9.30	10.50	10.50
6 to 9 months	9.10	9.78	9.10	9.78	10.15	10.91	11.10	11.93
9 to 12 months	9.80	10.59	9.85	10.64	10.60	11.40	11.80	12.69
12 to 15 months	10.50	11.30	10.60	11.40	11.65	12.53	12.50	13.45
15 to 18 months	11.15	12.00	11.30	12.15	12.40	13.34	13.15	14.15
18 to 21 months	12.25	13.17	12.50	13.42	13.55	14.57	14.25	15.32
21 to 24 months	13.40	14.30	13.65	14.60	14.65	15.75	15.30	16.45
24 to 27 months	14.70	15.80	15.10	16.20	15.95	17.14	16.70	17.95
Over 27 months	16.10	17.46	16.60	17.96	17.40	18.76	18.20	19.56

**EFFECTIVE SUNDAY AFTER RATIFICATION  
CURRENT EMPLOYEES IN CLASSIFICATION**

**UTILITY CLERKS (HIRED PRIOR TO RATIFICATION 1989/1993) – PER HOUR**

Accumulated								
Months Worked	04/02/89 FIT	04/02/89 P/T	12/03/89 FIT	12/03/89 P/T	12/02/90 FIT	12/02/90 P/T	12/01/91 FIT	12/01/91 PIT
0 to 3 months	\$12.48	\$13.57	\$12.48	\$13.57	\$12.48	\$13.57	\$12.48	\$13.57
3 to 6 months	14.06	15.30	14.18	15.42	14.38	15.62	14.58	15.82
Over 6 months	15.49	16.92	15.74	17.17	16.14	17.57	16.54	17.97

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**JANITOR and SPECIALTY DEPARTMENTS (e.g. Snack Bar) (HIRED PRIOR TO RATIFICATION 1989/1993) – PER HOUR**

Accumulated								
Months Worked	04/02/89 F/T	04/02/89 P/T	12/03/89 FIT	12/03/89 P/T	12/02/90 FIT	12/02/90 P/T	12/01/91 FIT	12/01/91 PIT
0 to 6 months	\$9.00	\$9.79	\$9.00	\$9.79	\$9.00	\$9.79	\$9.00	\$9.79
6 to 12 months	10.25	11.14	10.37	11.26	10.57	11.46	10.77	11.66
Over 12 months	11.48	12.48	11.73	12.73	12.13	13.13	12.53	13.53

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**JANITOR and SPECIALTY DEPARTMENTS (HIRED AFTER RATIFICATION 1989/1993) – PER HOUR**

Accumulated Months Worked	S A R F/T	S A R P/T	12/03/89 F/T	12/03/89 P/T	12/02/90 F/T	12/02/90 P/T	12/01/91 F/T	12/01/91 P/T
0 to 3 months	\$7.50	\$7.50	\$7.50	\$7.50	\$7.90	\$7.90	\$8.30	\$8.30
3 to 6 months	8.00	8.00	8.00	8.00	8.40	8.40	8.80	8.80
6 to 9 months	8.70	8.70	8.70	8.70	9.10	9.10	9.50	9.50
9 to 12 months	9.40	9.60	9.40	9.60	9.80	10.00	10.20	10.40
12 to 15 months	10.10	10.60	10.10	10.60	10.50	11.10	10.90	11.50
15 to 18 months	10.80	11.60	10.90	11.70	11.30	12.10	11.70	12.50
Over 18 months	11.48	12.48	11.73	12.73	12.13	13.13	12.53	13.53

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**SERVICE CLERKS (HIRED PRIOR TO RATIFICATION 1989/1993) – PER HOUR**

Accumulated Months Worked	04/02/89	12/03/89	12/02/90	12/01/91
0 to 6 months	\$7.85	\$7.85	\$7.85	\$7.85
Over 6 months	8.79	9.00	9.25	9.50

**EFFECT SUNDAY AFTER RATIFICATION  
NEW HIRES AND PROMOTIONS**

**SERVICE CLERKS (HIRED AFTER RATIFICATION 1989/1993) – PER HOUR**

Accumulated Months Worked	S A R F/T & PIT	12/03/89 F/T & PIT	12/02/90 FIT & PIT	12/01/91 FIT & PIT
0 to 3 months	\$7.00	\$7.00	\$7.00	\$7.00
3 to 6 months	7.30	7.30	7.30	7.30
6 to 9 months	7.60	7.60	7.60	7.70
9 to 12 months	7.90	7.90	8.00	8.10
12 to 15 months	8.20	8.20	8.40	8.50
15 to 18 months	8.50	8.60	8.80	9.00
Over 18 months	8.79	9.00	9.25	9.50

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**PHARMACY ASSISTANTS (HIRED PRIOR TO RATIFICATION 1989/1993)  
– PER HOUR**

Accumulated Months Worked	04/02/89 F/T	04/02/89 P/T	12/03/89 F/T	12/03/89 PIT	12/02/90 F/T	12/02/90 PIT	12/01/91 F/T	12/01/91 P/T
	\$11.61	\$12.58	\$11.86	\$12.83	\$12.26	\$13.23	\$12.66	\$13.63

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**PHARMACY ASSISTANTS (HIRED AFTER RATIFICATION 1989/1993)**  
**- PER HOUR**

Accumulated Months Worked	S A R F/T	S A R P/T	12/03/89 F/T	12/03/89 P/T	12/02/90 F/T	12/02/90 P/T	12/01/91 F/T	12/01/91 P/T
0 to 3 months	\$7.50	\$7.50	\$7.50	\$7.50	\$7.90	\$7.90	\$8.30	\$8.30
3 to 6 months	8.00	8.00	8.00	8.00	8.40	8.40	8.80	8.80
6 to 9 months	8.70	8.70	8.70	8.70	9.10	9.10	9.50	9.50
9 to 12 months	9.40	9.60	9.40	9.60	9.80	10.00	10.20	10.40
12 to 15 months	10.10	10.60	10.10	10.60	10.50	11.10	10.90	11.50
15 to 18 months	10.80	11.60	10.90	11.70	11.30	12.10	11.70	12.50
Over 18 months	11.61	12.58	11.86	12.83	12.26	13.23	12.66	13.63

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**\*NOTE: The "Wage Schedule (After Ratification)" is applicable to all employees hired after the date of ratification of the 1989/1993 Collective Agreement.**

**SCHEDULE OF HOURS FOR DETERMINING RATE INCREASES  
FOR PART-TIME AND FULL-TIME\* EMPLOYEES**

173 1/3 hours	-	1 month	1,733 1/3 hours	-	10 months
346 2/3 hours	-	2 months	1,906 2/3 hours	-	11 months
520 hours	-	3 months	2,080 hours	-	12 months
693 1/3 hours	-	4 months	2,253 1/3 hours	-	13 months
866 2/3 hours	-	5 months	2,426 2/3 hours	-	14 months
1,040 hours	-	6 months	2,600 hours	-	15 months
1,213 1/3 hours	-	7 months	2,773 1/3 hours	-	16 months
1,386 2/3 hours	-	8 months	2,946 2/3 hours	-	17 months
1,560 hours	-	9 months	3,120 hours	-	18 months

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\*  
IN THE ACCUMULATION OF HOURS BY FULL-TIME EMPLOYEES  
FOR RATE INCREASES, HOURS TAKEN ON A.T.O. WILL BE ADDED  
TO HOURS ACTUALLY WORKED.

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**7.02** Service Clerks with over one (1) calendar year of service who transfer to other classifications, as provided in Section 14.16, shall receive credit for three (3) months' experience in that classification.

**7.03** Produce and Assistant Managers will be paid the Produce or Assistant Manager's rate in stores where there are three hundred (300) hours per week or more worked in the Grocery (includes Produce) Department for a period of four (4) consecutive weeks. The rate need not be paid after the hour requirement is not met in a four (4) consecutive week period until such time as the hour qualifications are again met.

**7.04 Relief Rate:** An employee relieving a Produce Manager or Assistant Manager who is absent for two (2) or more full shifts (8 hours) shall be paid for such relief work for all time so employed at the Produce Manager's or Assistant Manager's rate established in this Agreement.

An employee temporarily relieving a Store Manager in a store other than his or her home store shall receive additional compensation at the rate of not less than ten dollars (\$10.00) per week over the Assistant Manager's rate of pay for the basic workweek for all time so employed. All overtime will be computed at the relieving Manager's rate. An employee relieving a Store Manager in the employee's home store shall, if relieving for more than one (1) day, receive additional compensation at the rate of not less than ten dollars (\$10.00) per week above the Assistant Manager's rate

for the basic workweek for all time so employed unless otherwise provided by special memorandum attached to this Agreement. This does not apply to persons employed as full-time Relief Managers.

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

The above regulations apply to students who work on a day which is not a school day or on a day on which the store is open for night shopping. A student who is called for work on a school day on which the store is not open for night shopping must work a minimum of two (2) hours or be paid for two (2) hours. A student who is called for work on a school day and, upon reporting for work, finds that his or her services are not required, shall receive two (2) hours' pay.

Notwithstanding the above Clauses in Section 7.05, a Service Clerk who is called for work and, upon reporting for work, finds that his or her services are not required, shall receive two (2) hours' pay. A Service Clerk who is called for work and commences work, and finds his or her services are no longer required, shall be guaranteed two (2) hours' pay. On Saturday only, a Service Clerk shall receive reporting pay of four (4) hours'.

**7.06** For the purpose of computing rates of pay for part-time employees, one hundred seventy-three and one third (173 1/3) hours shall mean one (1) month of service.

**7.07 Credit For Previous Experience:** All employees shall be classified according to previous comparable supermarket experience. Previous comparable experience shall be granted on the following basis:

- A. Out of the industry for less than one (1) year will receive credit for fifty percent (50%) of their previous experience to a maximum credit of twelve (12) months' credit for previous experience.
- B. Out of the industry for more than one (1) year, will receive credit for fifty percent (50%) of their previous experience up to a maximum of six (6) months' credit for previous experience.

No previous experience will be considered unless it has been stated by the employee on his or her Application for Employment form. (This provision shall not apply where employees fail to indicate their previous comparable experience by agreement with Management.) New employees having previous comparable experience may be paid at a lower scale of wage than their claimed experience calls for but not less than the minimum rate established by this Agreement for an evaluation period not to exceed forty-five (45) days from the date of employment, providing that if the employee's services are retained, then after the forty-five (45) day period they shall receive any

difference between the evaluation rate paid and the rate for which their experience qualifies them retroactive to the date their employment started, and shall receive written notification showing the credit granted for previous experience.

In the event of any disagreement as to the credit granted for previous experience, such disagreement shall be considered a Grievance and the Grievance Procedure provided in this Agreement shall apply. Providing that the Employer has:

- C. Provided the employee with the "New Employee" letter provided for in Section 2.02 of this Agreement not later than two (2) weeks from the date of employment, and
- D. Provided the employee with the written notification showing credit granted for previous experience within the forty-five (45) day period required by this Section, and
- E. Provided the Union with a copy of the letter showing credit granted for previous experience within the same period

then no consideration will be given to any disagreement pertaining to credit for previous experience if presented later than sixty (60) days from the date of employment.

**7.08 Jury and Witness Duty Pay:** An employee summoned to Jury Duty or Witness Duty, where sub-

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poenaed in a court of law, shall be paid wages amounting to the difference paid them for Jury or Witness service and the amount they would have earned had they worked on such days. Employees on Jury or Witness Duty shall furnish the Employer with such Statements of Earnings as the courts may supply.

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

**7.09 Staff Meetings:** Staff meetings, whether in the store or off the premises, shall be considered as time worked and paid for accordingly, except meal meetings at which the attendance is voluntary. Such meal meetings in excess of three (3) during each Contract year shall be considered as time worked and paid for accordingly.

**7.10 Physical Examinations:** Where the Employer requires an employee to take a physical examination, doctor's fees for such examination shall be paid by the Employer. Except prior to commencement of employment and the first four (4) weeks of employment, such examinations shall be taken during the employee's working hours without loss of pay to the employee.

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**7.11 Equal Pay for Equal Work:** The Employer shall not discriminate between male and female employees by paying a female employee at a rate of pay less than the rate of pay paid to a male employee, or vice versa, for the same work performed in the same establishment.

A difference in the rate of pay between a female and a male employee based on any factor other than sex does not constitute a failure to comply with this provision.

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

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

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

**7.13 Learning Prices and Codes:** Learning prices and codes shall be included in the employee's daily work schedule and shall be paid for in accordance with the terms of the Collective Agreement.



**7.14 Transfers: All** travelling time connected with the employee's job, except going to and returning home from work, shall be paid for.

- A. **Temporary:** When an employee is transferred or moves to another store during his or her work shift, he or she shall be paid for all time spent en route from one store to the other and will be paid either the bus fare or its equivalent if he or she has a car. When an employee is transferred or moves to a store outside of the area covered by this Agreement at the Employer's request, he or she shall receive mileage at the rate of nineteen cents (\$.19) per kilometer and a time allowance (at straight time rates). For the Lower Mainland and Vancouver Island areas the mileage and permitted time as an allowance are agreed to be as follows:

**LOWER MAINLAND**

Vancouver ~ Chilliwack

- 120 miles return — 2 hours per day

Vancouver ~ Abbotsford

- 80 miles return — 1 1/2 hours per day

Vancouver ~ Mission

- 90 miles return — 1 1/2 hours per day

Vancouver ~ Langley

- 50 miles return — 1 hour per day

**VANCOUVER ISLAND**

Victoria ~ Duncan

- 70 miles return — 1 1/2 hours per day

It is understood the above time is an allowance only and the employee would be required to work the workday scheduled.

**B. Permanent:** When an employee is transferred outside the Bargaining Unit at the Employer's request, the employee shall be paid at straight time rates for all time necessarily spent travelling, provided:

1. The employee shall not be paid travel time for meal or overnight stops,
2. The employee shall proceed to his destination with all reasonable dispatch,
3. The method of transportation shall be selected by the Employer.

If it is decided the employee will use his or her private car, he or she will receive an allowance of nineteen cents (\$.19) per kilometer to his or her new location. If it is decided that the employee will travel by bus, train or plane, then actual cost of the fare will be paid by the Employer. Economy airfare will be paid.

The employee will be reimbursed for reasonable and normal expenses for meals and lodging en route to his or her new destination.

Reasonable and normal expenses will be paid in connection with meals and lodging while obtaining permanent accommodation at the new location. Such expenses will be paid up to a maximum of two (2) weeks from the date of arrival.

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

**8.01** A "year of service" for purposes of paid vacation shall mean one thousand seven hundred (1,700) hours of actual work with the Employer within a calendar year, provided, however, that all time absent on paid vacation and paid statutory holidays, and time lost due to sickness or accident not exceeding thirty-nine (39) consecutive weeks calculated from the first day of such continuous illness or accident, shall be considered as time worked.

Effective January 3, 1988, the percentage (%) vacation pay in Sections 8.03, 8.05, 8.06, 8.07 and 8.11 shall be computed on the basis of one fifty-second (1/52) for each two percent (2%) of entitlement, excluding the annual Sick Leave payout.

Note: An employee absent due to sickness or accident in excess of thirty-nine (39) consecutive weeks shall earn "time" only as it relates to Section 8.05

Full-time employees who wish to receive their vacation pay in advance of the normal time must notify the Employer, in writing, by Saturday of the week prior to the week in which the vacation pay is desired.

"Years of service" shall also be deemed to include any period which an employee served in the Armed Forces during time of war or declared national emergency, provided that he or she was an employee of the Employer immediately prior to joining the Armed

Services and resumed employment with the Employer immediately following his or her discharge. For purposes of paid vacation where the services of an employee are retained by a purchaser of the business, his or her services shall be deemed to be uninterrupted by the sale or purchase of the business and shall be binding upon the purchaser.

- 8.02** Two (2) weeks of an employee's paid vacation shall be consecutive and given during the regular vacation period - April 1 to September 30. This can be varied if mutually agreeable to the employee and the Employer. However, employees entitled to five (5) or more weeks of vacation may take three (3) consecutive weeks of vacation during the regular vacation period except during the prime time of July and August unless otherwise mutually agreed.

Employees entitled to four (4) or more weeks' paid vacation, shall receive a minimum of two (2) of their additional weeks consecutively unless otherwise mutually agreed.

Vacations must be taken in units of not less than one (1) week.

Once initial vacations have been selected during the regular vacation period (April 1 to September 30) subject to the operational needs of the store, any weeks in which no employee has chosen any vacations will be available for selection by seniority.

Vacations in excess of the two (2) or three (3) weeks

are to be scheduled between October 1 and **April 1** and at a time requested by the employee, provided three (3) months' prior notice has been given by the employee. If more than two (2) employees from the same store request vacations for the same time, seniority shall govern. The foregoing shall not apply to the month of December except where vacations are arranged by mutual agreement.

- 8.03** Where an employee has worked throughout a calendar year for the same Employer, but for less than one thousand seven hundred (1,700) hours of that calendar year so that he or she has not earned an annual holiday, and where his or her employment with the Employer has not terminated, the Employer shall, in lieu of an annual holiday, pay to the employee, notwithstanding that he or she had not earned an annual holiday, an amount equal to four percent (4%) of the employee's total wages and salary earned from that Employer during the calendar year.

The pay to which an employee is entitled pursuant to this Subsection shall be paid to the employee in one of two ways, either

- A. Not later than March 15 covering the period ending December 31 of the previous year, or
- B. Within two (2) weeks of the employee's anniversary date for the previous workyear.

Choice of either of the above alternatives will be made by each Employer and all employees of any

Employer covered under this Section shall be paid in a like manner. Each Employer will inform the Union of the method to be used.

**8.04** When a statutory holiday occurs during an employee's vacation an extra day's vacation with pay shall be granted if the holiday is one which the employee would have received had he or she been working. Where an employee receives three(3) or more weeks' vacation with pay and a statutory holiday occurs during the employee's paid vacation, an extra day's pay may be given in lieu of an extra day's vacation with pay if, in the opinion of the Employer, an extra day's vacation with pay will interfere with vacation schedules or hamper operations.

**8.05** The following vacation schedule shall apply:

- 0102 • Employees with one (1) year of service but less than three (3) consecutive "years of service" shall receive two (2) weeks' vacation with pay annually.
- 0303 • Employees with three (3) or more consecutive "years of service" shall receive three (3) weeks' vacation with pay annually.
- 0404 • Employees with eight (8) or more consecutive "years of service" shall receive four (4) weeks' vacation with pay annually.
- 13 & 5\* • Employees with thirteen (13) or more consecutive "years of service" shall receive five (5) weeks' vacation with pay annually.
- Employees with eighteen (18) or more con-

secutive "years of service" shall receive six (6) weeks' vacation with pay annually.

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Employees with twenty-three (23) or more consecutive "years of service" shall receive seven (7) weeks' vacation with pay annually.

Vacation pay for vacation provided in Section 8.05 shall be computed on the basis of forty (40) hours' pay or two percent (2%) of the employee's earnings for the employee's calendar year prior to leaving on vacation, whichever is the highest, for each week of paid vacation to which the employee is entitled. Employees must take vacation to which they are entitled and cannot receive pay in lieu of vacation, except as hereinafter provided.

**8.06** Employees who work a minimum of one thousand four hundred fifty (1,450) hours in each calendar year for three (3) consecutive years, but who do not otherwise qualify for three (3) weeks' vacation with pay, shall be entitled each year in which they qualify to six percent (6%) of their current year's gross earnings and have a choice of equivalent paid vacation or pay in lieu thereof.

Employees who work a minimum of one thousand four hundred fifty (1,450) hours in each calendar year for eight (8) or more consecutive years, but who do not otherwise qualify for four (4) weeks' vacation with pay, shall be entitled each year in which they qualify to eight percent (8%) of their current year's gross earnings and have a choice of equivalent paid

vacation or pay in lieu thereof. Paid statutory holidays and vacations are considered as time worked.

- 8.07** Employees whose employment is terminated or if they terminate and give two (2) weeks' notice in writing to the Employer, shall receive all earned vacation pay or applicable percentage of earnings, whichever is higher, less any paid vacation taken plus the applicable percentage of earnings for any period since the employee's last anniversary date and date of termination.

Earned vacation pay shall mean vacation earned in accordance with Sections 8.01 and 8.05 prior to the employee's last anniversary date.

Employees terminating their employment without the above notice shall receive no more than four percent (4%) of earnings for vacations earned plus four percent (4%) of earnings for any period since the employee's last anniversary date and date of termination.

- 8.08** Part-time employees who have worked less than one thousand seven hundred (1,700) hours in the previous year, but who have worked an average of twenty-four (24) or more hours per week, shall be entitled to two (2) weeks' vacation without pay. It is understood that such employees must advise the Employer by February 1 if they want vacations that year. The time of vacation is to be mutually agreed upon. Time spent on such vacation shall be counted as time worked for purposes of qualifying for benefits under Section 9.



**8.09** Any employee commencing employment between October 1 and December 31 shall be entitled to receive five (5) days' Leave of Absence the following year during the vacation period.

**8.10 Vacation Scheduling:** Vacation schedules, once approved by the Employer, shall not be changed except by mutual agreement between the employee and the Employer. Seniority shall apply in preference for vacations within a store. In cases where transfers of personnel into a store make the foregoing inoperable, the fairest alternate procedure shall be adopted.

Upon request, wherever possible, the Employer will schedule full-time employees the first day of the week after vacation as a day off. Furthermore, the employee's starting time for the first shift upon returning from paid vacation shall be written on the schedule prior to leaving on vacation.

**8.11 Vacation Maintenance:**

- A. Vacation entitlement is to be maintained for full-time or part-time employees whose hours are reduced, either by themselves or the Employer. Such entitlement shall be to a maximum of ten percent (10%). Time off entitlement will be in accordance with the percentage entitlement.
- B. Maternity Leave shall count for vacation purposes. Leaves of Absence for Union business relating to conventions and, in the case of work in the Union office, shall count for the purposes of vacations for a period of twelve (12) months.

C. If an employee is transferred from one Bargaining Unit to another in British Columbia, then the employee's vacation entitlement as defined in this Section. shall be transferable.

**8.12 Leaves of Absence:** Except as otherwise indicated in the Collective Agreement, applications for Leaves of Absence without pay will be adjudicated on the basis of merit, coinpassion, length of service arid the operational needs of the store. Leaves of Absence shall not be unreasonably withheld.

All employees shall be entitled to a one (1) year unpaid Leave of Absence after five (5)years of service. Employees on such a Leave of Absence shall neither earn nor lose seniority.

**8.13 Educational Leave:** Employees with four (4) years or more of continuous service with the Employer shall be entitled to an Educational Leave of Absence for up to one (1) year without gain or loss of seniority as of the time the employee leaves

The following terms and conditions shall apply to such Leaves:

- A. One (1) employee per store at any one time shall be eligible for Educational Leave. In stores with more than forty (40) employees, two (2) people per store will be entitled to Educational Leave.
- B. Written application for the Leave shall be coordinated through the Employee Relations De-

partment. Notification of the person going on Leave shall be provided to the **store**, Union and employee involved.

- C. Seniority shall be the determining factor in scheduling the Leave.
- D. Such Leave will be granted on a onetime only basis per employee.
- E. The employee must be attending an accredited educational institution. The parties reserve the right to discuss and resolve the application of this in any particular case.
- F. While on Leave the employee shall not take employment with any competitor in the food business. (Violation of this provision may result in termination.)
- G. It is understood a person on Leave could be offered minimal part-time work with the Employer without seniority or rights to such work for the duration of the Leave.
- H. The period of time **off** will not count towards time worked for vacation entitlement.
- I. One (1) month's notice of return to work must be given **to** the Employer unless a return date has been established prior to leaving.
- J. During the period of such Leave the employee will be allowed to self-pay their preleave benefit status for M.S.P., E.H.B., H.E.P., and Life Insurance in advance by quarterly installments.

The parties desire to have this new provision complied with in spirit and intent. Any abuse, violations or conflicts arising from it will be discussed between the parties before any action is taken.

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**Take-A-Break Leave (T.A.B.):** Employees are entitled to apply for a Take-A-Break Leave of Absence up to a maximum of forty (40) days per year (but not to exceed eight (8) calendar weeks in duration) subject to the following conditions:

- K. Application for such Leaves must be in writing and are subject to the approval of the Store Manager and Employee Relations Department. Every effort should be made to provide as much notice as possible.
- L. Requests for Take-A-Break Leave of Absence will be granted to all employees provided there is another available employee in the store who is capable of doing the work required.
- M. The Employer shall maintain Health and Welfare coverage for full-time employees during Take-A-Break up to a maximum of eight (8) weeks per calendar year but not in excess of two (2) calendar weeks per calendar quarter.

#### **Section 9 HEALTH AND WELFARE PLAN**

9.01 The Employer shall make available the following or similar benefits as mutually agreed between the Employer and the Union to eligible regular full-time employees (as defined below).

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The cost of the benefits under Sections 9.07, 9.08, 9.09, 9.10, 9.11, 9.12 and 9.13 below shall be paid one hundred percent (100%) by the Employer.

An eligible full-time employee shall be one who has three (3) consecutive months current employment at the effective date of the Plan.

Benefits for full-time employees who are laid off will be maintained by the Employer for one half (1/2) of the employee's recall period as specified in Section 14.04 on the following basis:

- B.C. Medical Service5 Plan (M.S.P.) ✓
- Group Life Insurance 70C-900
- Hearing aid, eyeglasses and prescription drug coverage. 70F, G, H-100

A regular full-time employee who does not have three (3) months' current consecutive full-time service at the effective date of the Plan, or a new employee, shall be eligible the day following the date their current consecutive full-time service reaches three (3) months.

9.02 A regular full-time employee reduced to part-time shall continue to be eligible to participate in the Plan. Full-time employees reducing to below thirty-two (32) hours per week shall receive proportionate Weekly Indemnity benefits.

Employees shall return completed enrollment forms as soon as possible. The Employer will only offer

benefits after first eligibility test is met. If refused at that time by the employee, further testing is not required. If an employee later wants coverage, it is his or her responsibility to make application to the Employer. If he or she is eligible for coverage, the same rules regarding late enrollment as apply to full-time staff may be imposed.

**9.03** The Employer shall also make available the benefits to employees (except students) who work an average of thirty-two (32) hours per week for a period of three (3) consecutive months. Such employees shall receive the same benefits as set out for full-time employees in this Section of the Agreement.

**9.04** For the purposes of entitlement and disenitlement, the conditions set out below will apply:

A. Employees who average thirty-two (32) hours per week for a three (3) month period will be eligible for all benefits under Section 9 on the first of the month following meeting this requirement. Eligibility verifications will be done each month ending on the last Saturday of the month on a 4, 4, 5 basis, i.e. if an employee had averaged thirty-two (32) hours per week in the three (3) months prior to April 25, he/she would become eligible for the benefit package on May 1.

B. If an employee fails to meet the eligibility test, he/she will continue to be eligible for three (3) months. At that time he/she will be tested again and, if eligible, will continue receiving benefits. If

not eligible, will cease receiving benefits. Thereafter at the end of each month, the employee's eligibility will be tested and, as soon as he/she becomes eligible again, benefits will be reinstated.

**9.05** The Employer shall also make available:

- Medical Services Plan (M.S.P.)
- Extended Health Benefit (E.H.B.)
- Hearing Aid, Eyeglass, Prescription Drug Plan (H.E.P.)

to employees (except students) who work an average of twenty-four (24) hours per week for a period of three (3) consecutive months.

For the purposes of entitlement and disentanglement, the hours' tests set out above will apply, but will be based on twenty-four (24) hours instead of thirty-two (32) hours per week.

New employees who are covered by the B.C. Medical Services Plan at the date of their employment can elect to maintain their continuity of coverage to be paid as defined above.

**9.06** Enrollment of group benefits shall be compulsory at the option of the Employer. The Employer, at his option, may require all enrollment cards to be signed within three (3) months from the date that regular full-time employment commenced.

If, under exceptional circumstances, an employee does not sign an enrollment card within three (3)

months of employment, he or she may be allowed a further month of grace at the option of the Employer. A period of grace longer than one (1) month may be allowed by the Employer; but, in such cases, a medical examination at the employee's own expense shall be compulsory and a three (3) month penalty period may be imposed.

**9.07 Medical Benefits:** The B.C. Medical Services Plan. In addition, the M.S.A. Extended Health Plan or its equivalent on the basis of a twenty-five dollar (\$25.00) maximum of eligible medical expenses to be paid by the employee. It is understood that Extended Health benefits shall be made available to employees who are covered under their spouses' B.C. Medical Services Plan or similar coverage, provided the employee is otherwise eligible.

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**9.08 Eyeglass, Drug and Hearing Aid Plan:** The Plan shall provide the following benefits to eligible employees:

1. Prepaid Drug Plan with no deductible.

2. Eyeglasses, lenses and frames, to a maximum of one hundred fifty dollars (\$150.00) per person

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every two (2) years. Maximum for dependents under age nineteen (19) shall be one hundred fifty dollars (\$150.00) each year (effective November 1, 1987).

3. Hearing aids to a maximum of three hundred fifty dollars (\$350.00) per person once every four (4) years.
4. It is understood all employees' dependents shall be covered by this Plan. Eligible dependents shall be spouse and a covered employee's unmarried children under the age of nineteen (19), ~~or~~ under the age of twenty-five (25) while attending an educational institution provided such person is still dependent on the employee.

**9.09 Group Insurance and Weekly Indemnity Benefits:**

Weekly Indemnity benefits shall be paid commencing on:

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1. The first (1st) day of hospitalization due to non-occupational accident or sickness, or
2. The fourth (4th) day of absence due to sickness or nonoccupational accident with a twenty-six (26) week benefit period.

Weekly Indemnity payments shall be in the amount of seventy-five percent (7.5%) of an employee's straight time rate of pay.

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Group Life Insurance shall be a minimum of twenty-five thousand dollars (\$25,000.00.) Where Group Life Insurance Plans have coverage in excess of twenty-five thousand dollars (\$25,000.00), then such Plans

shall continue in force during the currency of this Collective Agreement.

- 9.10 Third Party Liability:** Effective Sunday after ratification, 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 and Sick Leave benefits cause the total replacement income to exceed the employee's regular earnings shall be reimbursed to the Company.

Any banked sick days which may have been used shall be returned to the employee's banked sick days' accumulation.

- 9.11 Life Insurance – Conversion Privilege:** If your coverage ceases because your employment or your membership within the eligible classes ends, you may convert your insurance to some form of individual life policy offered by Lincoln Life without having to pass a physical examination.

If you qualify for the Retiree Death benefit, the amount of it will be deducted from the amount of life insurance you are otherwise entitled to convert.

You have thirty-one (31) days to make application for conversion and to pay the required premium following termination of your insurance. However, if you are given written notice of your right to convert, you have no more than thirty-one (31) days from the date of termination of insurance, or until twenty-five (25) days

after you are given notice, whichever is the later date.

If you should die within the thirty-one (31) day period after your coverage ends, your amount of insurance will be paid to your beneficiary. If your life insurance is payable under the group policy, payment will not be made under the converted policy, and premiums paid for the converted policy will be refunded.

**9.12 Long-Term Disability Plan:** The Employer shall provide an L.T.D. Plan for eligible employees.

The Plan will provide sixty percent (60%) of salary and will activate when either W.I. or W.C.B. benefits are exhausted.

A "day of absence" shall mean absence from a scheduled workday for the employee concerned.

The payment of the Weekly Indemnity benefit shall be based on a five (5) days per week basis for employees regularly working the basic workweek. Eligible part-time employees' Weekly Indemnity benefits shall be based on a seven (7) days per week basis. For example, a part-time employee shall receive one seventh (1/7th) of the weekly income rates for each day that he or she is entitled to benefits. Once on benefits, a part-time employee will receive such payments for each day of the week, including Sundays, statutory holidays and regularly scheduled days off.

It is understood that pregnancy and disabilities resulting from pregnancy are not covered by Weekly Indemnity benefits under this Section.

Upon recuperation from an accident or illness, an employee will give the Employer as much notice as possible of his or her intention to return to work.

If an employee cannot work due to illness and his or her Weekly Indemnity is about to lapse, he or she shall have the right to continued coverage for life insurance by paying the full premium.

- 9.13** Where an employee submits a claim to the Workers' Compensation Board which would, were it not for the existence of Workers' Compensation, entitle the employee to Weekly Indemnity benefits under this Section and such claim is disputed or delayed by the Workers' Compensation Board, the employee may submit a claim for Weekly Indemnity benefits. If the Workers' Compensation Board later accepts responsibility for the payment of such disputed or delayed claim, then Weekly Indemnity benefits received are to be reimbursed to the Employer upon receipt of payment from the Workers' Compensation Board.

**Section 10 SICK LEAVE BENEFITS - FUNERAL LEAVE - MATERNITY LEAVE**

- 10.01 Sick Leave Benefits:** Regular full-time employees shall accumulate credits at the rate of four (4) hours for each full month of employment, up to a maximum of three hundred seventy-six (376) hours. Credits shall commence to accumulate from date of full-time employment but can only be applied after completion of a three month full-time employment eligibility period.

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All paid time off such as statutory holidays, vacations, sickness or accident not exceeding thirty-nine (39) consecutive weeks calculated from the first day of such continuous illness or accident, accumulated time off, etc., will be counted for the purposes of determining a full month of employment.

Part-time employees who work an average of thirty-six (36) hours per week for thirteen (13) consecutive weeks will accumulate credits at the rate of four (4) hours for each full month of employment, including any absence from work for which compensation is received under the terms of the Collective Agreement, **up** to a maximum of three hundred seventy-six (376) hours.

It is agreed that accumulated Sick Leave information will be made available to employees on a monthly basis.

If an employee fails to meet the above hour requirement for a period of thirteen (13) consecutive weeks from the time he or she first fails to meet it, such an employee shall be disqualified. However, such disqualified employees shall retain their "bank" of accumulated Sick Leave credits and may use such credits until the credits are exhausted. Sick pay in such cases shall be applied only to absences on the employee's regularly scheduled workdays.

The Employer shall apply any accumulated Sick Leave to absences due to sickness **or** non-

compensable accident not covered by Insured Weekly Indemnity benefits (or similar benefits) and shall supplement Weekly Indemnity benefits (or similar benefits) at the employee's request, in writing, but not to exceed the employee's normal earnings.

An employee, having accumulated Sick Leave benefits and who is reduced to less than thirty-six (36) hours per week, will be paid Sick Leave to the extent of such accumulation for actual time off the job, due to illness, not covered by Weekly Indemnity.

Employees, if found abusing this privilege, shall be disciplined by the Employer. In such cases, the Employer may discontinue or reduce the benefit of the employee or terminate the employee.

It is the obligation of the employee to provide as much notice as possible when they are unable to report for a scheduled shift.

The employee shall make every effort to notify the Employer of the absence as well as advising the Employer as to the estimated length of the absence and give notice of when they are able to return to work.

**10.02 Sick Leave Payout:** Employees who retire on pension, or who voluntarily terminate their employment with the Employer, or who are permanently laid off from their employment with the Employer shall, upon termination or retirement, be paid any Sick Leave accumulation they may have to their credit.

Employees who have a Sick Leave credit balance in excess of twelve (12) days (ninety-six (96) hours) as of December 31, 1983, and on each December 31 thereafter, shall receive a cash payout to a maximum of six (6) unused Sick Leave days (forty-eight (48) hours) provided no employee's Sick Leave bank shall fall below twelve (12) days (ninety-six (96) hours) as a result of a cash payout. Eligible employees shall receive a cash payout prior to January 31 of each year.

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**Return to Work After Illness:** After absence due to illness or injury, the employee must be returned to his or her job when capable of performing his or her duties.

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**10.03 Workers' Compensation Supplement:** Where a regular full-time employee is qualified for Workers' Compensation, the Employer shall make up the difference between the employee's regular straight time earnings at his or her regular hourly rate of pay and what he or she receives from the Workers' Compensation Board for the first three (3) scheduled working days of absence from the job. This is to be taken out of the Sick Leave credits of the employee if such credits exist. Otherwise, the Employer shall pay this amount. Thereafter, the Employer shall make up the difference between seventy-five percent (75%) of the employee's straight time earnings based on his or her regular hourly rate of pay and what he or she receives from the Workers' compensation Board for a period of up to thirteen

(13) weeks from the first (1st) day of absence due to injury on the job.

Part-time employees shall be entitled to use their Sick Leave accumulation for make-up to one hundred percent (100%) for the first three (3) scheduled working days of absence.

In the event the Workers' Compensation Board challenges initial coverage, or after going on W.C.B. benefits, the Workers' Compensation Board terminates such benefits because the Board has decided that the employee's disability is no longer related to the compensable injury, the Employer will pay the Workers' Compensation Board portion and an amount equal to the difference between seventy-five percent (75%) of the employee's straight time earnings and the Workers' Compensation Board portion for a period up to thirteen (13) weeks as an advance until the matter is decided. If the claim is later allowed by the Workers' compensation Board, the Employer will be refunded that portion of the advance paid by the Workers' Compensation Board either directly from the Board or, if not possible, from the employee. At the Employer's option, the employee will pursue the Appeals Procedure under the Workers' Compensation Board.

**63A-1** **10.04 Funeral Leave:** In the event of death in the immediate family of an employee, the employee will be granted Leave of Absence with pay. The length of such absence shall be at the discretion of the Em-



ployer. The term "immediate family" shall mean spouse, parent, child, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandchild or any relative living in the household of the employee.

Notwithstanding the foregoing, if the death is a case of spouse, father, mother or child, the employee shall be entitled to one (1) week Leave of Absence with pay. It is understood that, in the case of a part-time employee, the compensation shall be at the average hours worked during the preceding four (4) weeks.

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

**10.05 Maternity Leave:** An employee who is pregnant shall be given Leave of Absence without **loss** of seniority or other privileges for 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 according to the Employment Standards Act (18 weeks.)

An employee may request a further additional Leave of Absence for a specified period of time not to exceed thirty-four (34) weeks. All such requests must be submitted in writing at least two (2) weeks

prior to their return to work date. The request must specify the length of the extension and the revised date the employee will be available to return to work. The length of the extension can be modified by mutual consent. Employees will not accrue any benefits (except as specified for the eighteen (18) weeks under the Employment Standards Act) while they are on an extension of Maternity Leave.

In addition to the Maternity Leave set out above, such Leave prior to delivery may be extended by the attending physician certifying that the health of the mother or child may be in danger by the mother continuing to work.

By request in writing, Maternity Leave of up to six (6) weeks will be granted on the adoption of preschool children. This may be extended by mutual agreement for an additional Leave of Absence not to exceed twelve (12) weeks.

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

**10.06 Paternity Leave:** An employee about to become a father, or upon the adoption of a preschool age child or children, shall be entitled to an unpaid Leave of Absence of up to five (5) days at the time of birth or adoption.

**10.07 Medical Reports:** The Employer agrees to pay the

fee for **medical** reports required by the Employer for **Sick Leave or Weekly Indemnity** provisions to a maximum of twenty dollars (\$20.00).

**10.08 Maintenance of Benefits:** The Employer agrees to maintain the full cost of Health and Welfare premiums when an employee is absent on Weekly Indemnity or Workers' compensation claims or on Sick Leave to a maximum of **six (6)** months. The employee shall reimburse the Employer for the employee portion of such payments upon his or her return **to** work, **or** if unable **to** return to work, within such reasonable time as agreed between the Employer and the employee.

The Employer agrees to maintain the cost of the following Health and Welfare premiums only for those employees on Long-Term Disability, as follows:

- B.C. Medical Services Plan (M.S.P. )
- Group Life Insurance ) For duration of L T D
- Extended Health Plan covering eye- )  
glasses, drugs and hearing aid )  
benefits )

**10.09 Workers' Compensation Rehabilitation Benefit Maintenance:**

- A. Rehabilitation Program:** Where an employee on Group Insurance, L.T.D. or W.C.B. benefits is disabled from performing his/her usual job, but may be able to perform other jobs covered by this Agreement, the Union and the Employer agree to

co-operate to facilitate a change in classifications or jobs.

The Employer and the Union mutually agree to co-operate with the Workers' Compensation Board or any other agency in efforts to rehabilitate an injured worker. Where reentry into the Bargaining Unit is not possible because of permanent disability, the parties agree to co-operate to retrain an injured worker.

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- B. **W.C.B. Rehabilitation Program:** In the case of employees on a W.C.B. Rehabilitation Program covered by Section 10.09 (A), the Employer agrees to maintain benefits for the term of rehabilitation at the level existing at the date of injury to a maximum of a three (3) month period in addition to the six (6) months set out above in Section 10.08. At the end of this maintenance period, benefits shall be determined by hours worked. This benefit maintenance shall not apply to an employee who is being retrained for a job outside any of the Contract Bargaining Units.

#### **Section 11 RETAIL CLERKS DENTAL PLAN**

- 11.01** The Employer agrees with the Union, along with other employers who have similar agreements with the Union, to establish a Retail Clerks Dental Plan, such Plan to be an incentive plan unless this later proves inoperable. This Plan will cover members of the Union employed by those employers, and the dependents of such members, in accordance with

the eligibility provisions adopted by the Trustees. The Plan may also cover such other persons in the industry and their dependents on whose behalf contributions have been made and who are approved by the Trustees.

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

The Trustees shall select a Trust Company, or such other financial institution, to whom contributions by the Employer to the Plan shall be paid pending the establishing of the Retail Clerks Dental Plan by the Trustees.

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The Employer agrees to make Contributions to the fund of twenty-nine cents (\$.29) per hour for each straight time hour of actual work by all employees within the Bargaining Unit of this Collective Agreement, including hours worked on Sunday if such hours are part of the basic workweek of an employee. Such contributions shall not exceed eleven dollars sixty cents (\$1 1.60) per week for any one employee. If it is determined by Actuarial advice that different contributions are required to maintain benefits under the Plan, then the contributions shall

be changed in amounts and on dates determined by such Actuarial advice.

Paid vacations for full-time employees and statutory holidays for all employees shall be considered as time worked for all purposes of the Collective Agreement.

Contributions, along with a list of employees for whom they have been made and the amount of the weekly contribution for each employee, shall be forwarded by the Employer to the Trust Company or a financial institution and, subsequently, to the Retail Clerks Dental Plan as established, and shall do so not later than twenty-one (21) days after the close of the Employer's four or five week accounting period. The Employer agrees to pay interest at the rate established by the Trustees on all contributions not remitted as stipulated herein.

The Trustees shall meet and shall decide on the type and form of the Retail Clerks Dental Plan and shall employ counsel or consultants as they may deem necessary and advisable.

It is agreed that, in the event the Government of Canada or the Province of British Columbia provide a noncontributory dental care plan with similar benefits, the Employer's obligations to continue contributions to the Retail Clerks Dental Plan shall cease. It is further understood, should a Government plan create duplicate benefits, then these benefits

shall be deleted from the Retail Clerks Dental Plan and the Employer's contribution in respect to the cost of these benefits shall cease.

Effective October 11, 1987, the orthodontic limit shall be increased to two thousand five hundred dollars (\$2,500.00) on the above basis for eligible dependents who have not exceeded the one thousand seven hundred fifty dollar (\$1,750.00) limit.

**Section 12 RETAIL CLERKS INDUSTRY PENSION PLAN**

**12.01** The Employer agrees to contribute fifty-three cents (\$.53) per hour straight time actually worked, including hours worked on Sunday if such hours are part of the basic workweek of an employee, not to exceed four dollars twenty-four cents (\$4.24) per day or twenty-one dollars twenty cents (\$21.20) per week, on behalf of each employee covered by this Agreement.

Paid vacations for full-time employees and statutory holidays for all employees shall be considered as time worked for all purposes of the Collective Agreement.

The contributions shall be accompanied by a written statement showing the hours paid for each employee. In addition, the Employer agrees to pay interest on all such contributions which are not post-marked or deposited within thirty (30) days of the last day of the contribution period at the Bank of

Canada Prime Rate as in effect on January 1 and July 1 of each year, from the last day of the period. Each contribution period shall comprise not less than four (4) nor more than five (5) weeks.

The Employer and the Union agree to the original method of selection of Employer and Union Trustees to administer the Plan. It is agreed that the terms of the Plan and its administration shall be entirely the responsibility of these original Trustees, or their valid replacements, provided that the Plan is administered consistently with this Collective Agreement, subject to any applicable government law or regulation and with the intention of meeting all of the requirements for continued registration under the Income Tax Act of Canada. Subject to the foregoing, the Employer and the Union agree to be bound by the actions taken by the Employer and Union Trustees under the Plan.

Employees on Long-Term Disability benefit shall receive pension credits.

### **Section 13 NOTICE OR PAY IN LIEU OF NOTICE**

**13.01** Commencing after four (4) months from date of employment, full-time employees when terminated by the Employer, unless guilty of rank insubordination, dishonesty, drunkenness, obvious disloyalty or absence without Leave unless having a bona fide reason for such absence, shall receive notice in writing or pay in lieu of notice as follows:



- After four **(4) months** and **up to two** (2) years of continuous service
  - one (1) week's notice in writing or one (1) week's wages in lieu thereof.
- From two (2) years up to five (5) years' continuous service
  - two (2) week's notice in writing or two (2) week's wages in lieu thereof.
- More than five (5) year's continuous service<sup>2.8 - 6.1</sup>
  - ~~four (4) week's notice in writing or four (4) week's wages in lieu thereof.~~

**13.02** This Section shall not invalidate an employee's right to process his or her termination and to be reinstated as set out in Section 17, providing the employee has been employed by the Employer sixty (60) calendar days or more.

**13.03** The Employer agrees to give full-time employees one (1) week's notice in writing prior to layoff. Such notice shall not be required in cases of layoffs due to fire, flood or other cases of force majeure.

**13.04** Full-time employees reduced to part-time who terminate or are terminated within three (3) months of the date of their reduction to part-time shall be given whatever pay in lieu of notice they were entitled to immediately prior to the date of their reduction to part-time, unless terminated for and guilty of rank insubordination, dishonesty, drunkenness, obvious disloyalty or absence without Leave except where the

employee has a bona fide reason for such absence.

- 13.05** A copy of notice of dismissal or layoff of full-time employees who have been employed more than sixty (60) calendar days shall be forwarded to the Union office at the date of giving such notice to the employee concerned.

**Section 14 SENIORITY**

- 14.01** Seniority shall mean length of continuous service with the Employer.

For clarification, continuous service shall include all Leaves of Absence from work pursuant to the Collective Agreement, e.g. vacations, accident/illness, Leaves of Absence, etc.

Employees shall retain and continue to accrue seniority during such absences except as specified in Section 8.13, Education Leave, and Section 14.08, Student Seniority.

- 14.02 Full-Time Employee:** A full-time employee, for purposes of seniority, shall mean an employee who has worked an average of at least thirty-six (36) hours per week during a thirteen (13) consecutive week period in the Bargaining Unit in the area covered by the Collective Agreement. Paid time off will be considered as hours worked, as well as absence due to sickness or accident, but limited to hours the employee would have been scheduled to work.

- 14.03** Part-time employees shall proceed to full-time stat-

us according to their Bargaining Unit seniority. For purposes of proceeding to available full-time positions, part-time seniority is extended to include the entire Bargaining Unit.

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**14.04 Layoff and Recall:** Length of continuous employment with the Employer shall govern in cases of layoffs and recall, provided the employee has the ability to perform the work required. Employees shall be recalled by classification as required. The foregoing shall not apply to:

- A. Assistant Manager (not more than two (2)) and Produce Manager, and
- B. Employees hired to work on relief staff or replace employees who are absent due to vacations, sickness, accident or other Leaves of Absence.

Employees laid off in accordance with the above provisions by the Employer shall be recalled to work in order of length of service with the Employer, provided:

- C. No more than six (6) months has elapsed since the last day worked by the employee:
- D. For employees with one (1) year or more of service, no more than ~~twelve (12)~~ months has elapsed since the last day worked by the employee:
- E. The employee reports for duty within twenty-four (24) hours from time of recall.

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

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

F. The employee is capable of performing the work.

Employees rehired in accordance with Section 14.04 (C) and (D) above shall retain their previous length of service for the purposes of this Section and Section 13.

**14.05 Reduction and Increase of Hours:** For the purposes of this Section, there shall be four (4) classifications: General Clerk, Clerk Cashier, Service Clerk, and Utility Clerk.

Preference in available hours of work in a store shall be given to senior employees in the same classification within the store, provided they are available and can perform the work, subject to Section 14.07 of this Section.

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

The Employer will endeavour to maximize the number of hours scheduled for part-time employees in accordance with their seniority and the Collective Agreement, provided they are available and can perform the work and provided they have not restricted their availability. The foregoing does not imply an obligation to schedule more hours in any classification than the Employer has determined are necessary.

The Employer agrees that it will, in cases where there has been a significant decrease in hours of work in the store, transfer part-time employees in order to maximize their hours of work. Upon request of the employee, the Employer and the Union shall meet to discuss the problem and determine a method of solution.

**14.06 Scheduling of Overlapping and Abutting Shifts:**

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

**14.07 Restriction of Availability:** A part-time employee who works less than the basic workweek and restricts his or her availability shall sign a form so advising the Employer. One copy of the form is to be mailed to the Union by the Employer. Such employee shall forfeit their right to claim any hours in excess of the number of hours to which they have restricted themselves. When reductions in hours occur, the junior employee, whether or not he or she is of restricted status, shall be reduced first. If an employee wishes to end his or her restricted status, the employee shall so advise the Employer in writing. The employee's full seniority rights shall begin from the date he or she advises the Employer of his or her full availability. An employee shall not be entitled to fill out a form, as outlined above, more than once per year unless otherwise mutually agreed.

A full-time employee who reverts to part-time status at his or her own request shall be considered to have restricted his or her availability and the foregoing shall apply.

Employees shall not be permitted to restrict their availability below sixteen (16) hours per week except for health reasons supported by a letter from a doctor, or unless mutually agreed between the Employer and the employee.

The Employer will endeavour to schedule full eight (8) hour shifts.

**14.08 Student Seniority:** Students regularly attending classes at a recognized educational institution shall be considered to have restricted their availability.

There shall be two (2) groups of students for scheduling purposes:

**Group “A” Students:** Hours worked by these student employees shall not be subject to claim by junior employees within their classification; up to a maximum of twenty (20) hours per week. Group “A” Students must be available for shifts when not attending classes. They may not restrict their availability to less than sixteen (16) hours per week.

**Group “B” Students:** Are eligible for available shifts on Friday evenings, Saturdays, Sundays, and statutory holidays. Hours worked by these student employees shall not be subject to claim by junior employees within their classification; up to a maximum of twelve (12) hours per week. However, these Group “B” Students will be considered to have restricted their availability to a maximum of twelve (12) hours per week (twenty (20) hours dur-

ing a stat week and twenty-four (24) hours during a week with two (2) stats) during the school year.

It will be the responsibility of the student to advise his/her Manager as to which group he/she will be scheduled in June of each year.

Students who proceed to part-time status maintain their twenty (20) hour protection right.

Where a disagreement arises regarding this Clause and results in a Grievance, the parties will have two (2) weeks (from date the matter is brought to the attention of the Employer) to correct any errors in scheduling before a claim for lost wages can be filed.

**A** student Clerk shall commence to accumulate regular seniority as a part-time or full-time employee when it is established that he or she has ceased being a student and will not be resuming his or her studies in the next school year or semester. Students shall inform the Store Manager in writing when they have ceased being a student.

When a student proceeds to part-time status, they shall be given credit for their student years of service according to the following formula:

- A.** Students proceeding to part-time status shall be given credit for fifty percent (50%) of their student years for seniority purposes only once they have achieved full-time status in their new classification.



B. Students proceeding to part-time status would be **the** junior part-timer for seniority purposes. Once you achieve full-time status, you will be credited with fifty percent (50%) of your student time, e.g.:

- Student - 4 years
- Part-Time - 3 years
- Achieve Full-Time - 3 years part-time + 50% of 4 years as a student = 5 years seniority as a full-time employee.

When more than one (1) student in a store ceases being a student at approximately the same time of year, the part-time seniority ranking among those persons will be the same as was their student seniority ranking in accordance with the above.

Should a student proceed to part-time under the fourth paragraph above and then revert to student status in the subsequent school year or semester, that person shall be considered on the bottom of the student seniority list.

In the event problems arise regarding student seniority, the Union and the Employer may meet to discuss such problems. The parties shall have authority to make any appropriate adjustment to an employee's seniority.

**14.09 Service Clerk Seniority:** Service Clerks shall have seniority only over junior Service Clerks for preference in available hours.

**14.10** Greater Victoria, including Victoria, Sidney, Oak Bay, Esquimalt, Saanich and Central Saanich, Colwood, and unorganized territories surrounding Victoria, shall be in a separate Bargaining Unit from Greater Vancouver.

**14.11 Departmental Staff Reductions:** Where there are reductions in staff in departments of the store, such as a coffee bar or bakery counter, employees affected by such reduction shall be given a reasonable opportunity to adapt to the work in other departments in order to enable them to exercise their seniority.

It is understood the foregoing applies only to employees in the top progression rate and that they may be reduced to the six (6) month experience category if [their lack of experience in the new position justifies such action.

**14.12 Sale or Closure of Store:** In the event of sale or closure of a store, part-time employees who have worked an average of twenty-eight (28) hours per week or more in the past thirteen (13) weeks shall be able to exercise their seniority in other stores of the Employer within the same Contract area.

In the event that the Employer closes a retail store resulting in employee(s) losing their employment, the Employer agrees to give the employee(s) first

consideration, based on continuous service with the Employer in British Columbia Bargaining Unit(s) for rehire within their previous classification, before hiring any new employees in other Bargaining Units within the province of British Columbia. Upon rehire within the same classification, an employee shall receive full credit for previous experience for the purpose of establishing their rate of pay.

**14.13 Clerk Cashier Transferability:** Clerk Cashiers wishing to transfer to General Clerks may do so in accordance with the following procedures:

- A. Clerk Cashiers wishing to become General Clerks shall make application for such transfer on a form supplied by the Employer upon request.
- B. All Clerk Cashiers shall be advised of the details of the program and their rights and obligations under same.
- C. Any employee who makes application for the program within the first thirty (30) days after the details have been circulated shall be eligible to receive General Clerk hours, as they become available, in accordance with his or her seniority.
- D. Employees making application after this period shall become eligible for the program in order of their date of application. Should the time of application of two (2) or more employees coincide, then seniority shall be the determining factor among such employees.

- E. Applicants must be prepared to perform the full scope of the General Clerk's job.
- F. Applicants cannot maintain any restrictions regarding number of hours of work per week until all hours are in the General Clerk's category.
- G. There will be a training period of two hundred forty (240) hours of actual work within an eight (8) week period to decide:
  - 1. If the employee wants the work, and
  - 2. If the employee can perform the work. (Such determination to be subject to the Grievance Procedure.)

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If it appears that the training period should be adjusted in any individual case, the Union and the Employer shall meet to consider the merits of the particular situation. The training period may then be lengthened or shortened by mutual agreement between the Employer and the Union.

If the employee wishes to opt out of the program during the training period, he or she may do so at any time. If, prior to the expiration of the training program, the Employer claims that the employee is clearly incapable of performing the duties, the Employer shall consult with the Union and the matter shall be investigated to establish that a fair opportunity has been extended to the employee and that the employee will not be able to perform the duties by the end of the training period.

General Clerks shall not be able to exercise their seniority in claiming these hours as they are hours made available for the purpose of training and evaluation.

If either Section 14.13 (G) (1) or Section 14.13 (G) (2) are negative, the employee would return to his or her former Clerk Cashier status.

- H. Employees, except students, who are being paid the General Clerk rate for all hours worked on the date the Clerk Cashier makes application, would have first option on available hours except as set out in Section 14.13 (G) above.
- I. Clerk Cashiers on the program receiving General Clerk's hours must relinquish a corresponding number of hours as Clerk Cashiers. They may claim available hours only in the General Clerk category until he or she receives forty (40) hours per week in the General Clerk category.

Similarly, if there is a reduction in the number of General Clerk hours available to such employee, he or she may exercise his or her seniority in claiming a corresponding number of hours as Clerk Cashier.

When full-time hours have been achieved by the employee transferring into the General Clerk classification in accordance with the above procedure, seniority shall govern in all decisions involving preference in available hours or layoffs subject to Section 14.04.

The foregoing shall not impair an employee's seniority for the purpose of vacation scheduling.

- J. Employees involved in the transfer program at any stage will not be subject to the provisions of Section 6.02 of the Collective Agreement regarding maintenance of rate.
- K. Transfers from Clerk Cashier to General Clerk shall take place in employee's store only. However, if there is more than one (1) Cashier in a store waiting to transfer to General Clerk and another store in the area is going to hire a new General Clerk then, if one (1) of the Cashiers wishes to transfer to that store, the parties will meet to discuss the practicality of the transfer.
- L. An employee transferring from Clerk Cashier to General Clerk hours shall be paid for such hours at the next highest rate on the General Clerk's progression scale for the duration of the training period. Such rate is to be increased to the nine (9) month General Clerk's rate upon completion of the training period. Normal progression increases shall follow in accordance with number of hours worked. If an employee has previously worked regularly at the General Clerk's rate for all or part of their hours, he or she shall receive the top General Clerk's rate or the rate applicable in accordance with their hours. They shall not, in any case, receive less than the General Clerk rate that is next higher to their Clerk Cashier rate.

M. Should an employee who transferred into the General Clerk category from the Clerk Cashier category face layoffs within twenty-seven (27) months from the time he or she started work as a General Clerk under the program, he or she shall be able to exercise his or her seniority in the Clerk Cashier classification.

An employee may revert to the former classification after having made a choice under Section 14.13 on the same basis as proceeding to General Clerk. The wage rate would then be changed to the applicable rate in the new classification.

Transfer from one classification to another and back can only occur once per individual.

**14.14 General Clerk to Clerk Cashier:** it is the understanding of the parties to provide such a transfer program on the same general basis as the Cashier transferability.

**14.15 Utility Clerk Transfer to General Clerk:** Utility Clerks with more than one (1) year's experience on the Utility Clerk job may make application for General Clerk work in the store in which they work.

**14.16 Service Clerk Transferability:** A Service Clerk may make a written request for transfer to another classification. Such transfer shall be granted based upon available openings, seniority, and ability. The applicant must have demonstrated satisfactorily to the Company the abilities required in the new clas-

sification and must meet a fair and reasonable standard as established by the Company.

Service Clerks shall proceed to these positions by seniority and ability in their store. Service Clerks moving to these positions shall be subject to a sixty (60) day probationary period. If within the sixty (60) day period it is determined that the Service Clerk cannot perform the duties required, they shall have the right to return to the Service Clerk classification with full seniority.

**A** Service Clerk on the program receiving General Clerk or Clerk Cashier hours must relinquish a corresponding number of hours as a Service Clerk. They may claim available hours in the Service Clerk classification during the transfer program.

Once a thirteen (13) week period has elapsed since starting the transfer program, the transfer will be complete. Their seniority in the new classification will be the date when he/she commenced their training.

**All** hours worked as a General Clerk or Clerk Cashier will be paid at the next higher rate to their Service Clerk rate. Transfer from the Service Clerk classification to another may occur once per individual and within their home store only.

If he/she wishes to opt out of the program or he/she is incapable of performing the duties within the training period, he/she will be returned to the Service Clerk classification with his/her Service Clerk seniority date.



**14.17 Staffing New Stores:** If the Employer transfers employees from **one Contract area to another for the purpose of staffing a new or replacement store**, such employees shall hold the seniority they had immediately prior to being transferred to the new store. At the end of one (1) calendar week after the store has opened, a seniority list will be prepared showing the seniority of the various employees which shall then become the seniority list in the new Contract area. A copy of such list shall be posted in the store. The term "new store" shall also be taken to mean a "remodel" where the size of the store is increased.

In the case of new store openings where two (2) or more employees commence work on the same date, their seniority shall be determined at the end of the sixty (60) day probationary period. At the end of the sixty (60) day period after the store opening, the seniority dates of transferred and newly hired employees will be sent to the Union office.

The Employer agrees that employees will only be transferred from one bargaining area to another with their consent.

Full-time employees permanently transferred out of the area of this Collective Agreement will resume their seniority rights in the area up to their original date of transfer if transferred back to the area within twelve (12) months.

Full-time employees transferred on a temporary basis shall retain their full seniority rights in the area for six (6) months from the date of transfer.

**14.18 Seniority:** Each store shall post an updated seniority list for that store two (2) times per year.

**Section 15 SEVERANCE PAY**

15. <sup>30-1</sup><sub>3.5</sub> **15.01** In the event there is a permanent closure or sale or transfer of ownership of the store or part thereof, causing a regular full-time employee to lose his or her employment, the Employer hereby agrees to pay such employee severance pay at his or her regular rate of pay according to the following schedule:

<b>Full-Time Consecutive Service</b>	<b>Severance Pay</b>
Up to two (2) years	— One (1) week
Over two (2) years	— One (1) week's pay for every year of full-time service to a maximum of twenty (20) weeks"

Employees who are laid off as the result of store closure(s) can elect to receive their severance pay at any time up to the expiry of their recall period. If an employee is recalled or commences work within the recall period, then a new recall period shall commence from the date of a subsequent layoff.

Should a full-time employee go to part-time and later lose his/her employment due to the circumstances set out in Section 15, then such employee shall be entitled to severance pay under this Section according to his/her years of full-time consecutive service only.

This Clause does not apply to a temporary layoff, full-time employees who accept other full-time or part-time employment with the Employer, or to regular full-time employees who lose employment and are reinstated within thirty (30) days to a full-time status.

Employees who qualify shall not be entitled to the benefits contained in Section 13.01 of this Agreement.

**Section 16 UNION'S RECOGNITION OF  
MANAGEMENT'S RIGHTS**

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**16.01** The Union agrees that the management of the Company, including the right to plan, direct and control store operations, the direction of the working force and the termination of employees for proper cause, are the sole rights and functions of the Employer. During the first four (4) months of employment, each new employee shall be on probation and will receive a written evaluation within three (3) months of employment. The decision whether to retain or not to retain the employee's services shall be the sole right of the Employer and any termination occurring during that period shall not be subject to Sections 17 and 18 of this Agreement. It is agreed that the probationary period will not apply if it can be shown that an employee has been terminated for any lawful Union activity as set forth in Section 19.09 of this Agreement. Those matters requiring judgment as to competency of employees are also agreed to be the sole right and function of Management subject, however, to dis-

charge of employees on grounds of alleged incompetency being processed under Sections 17 and 18 of this Collective Agreement, providing that such employees have been employed by the Employer four (4) calendar months or more. The parties agree that the foregoing enumeration of Management's rights shall not be deemed to exclude other recognized functions of Management not specifically covered in this Agreement. The Employer, therefore, retains all rights not otherwise specifically covered in this Agreement.

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

#### **Section 17 GRIEVANCE PROCEDURE**

**17.01** Any complaint, disagreement or difference of opinion between the parties hereto concerning the interpretation, application, operation or any alleged violation of the terms and provisions of this Agreement shall be considered a Grievance.

Grievances shall be presented in writing and shall clearly set forth the Grievance and the contentions of the aggrieved party, following which the Union Representative or Representatives and the Employer Representative or Representatives shall meet and, in good faith, shall earnestly endeavour to settle the Grievance submitted. If a satisfactory settlement cannot be reached or if the party on whom the Grievance has been served fails to meet the other party within

fourteen (14) days of receiving the written Grievance, either party may, **by** written notice served upon the other, require submission of the Grievance to a Board of Arbitration, such Board to be established in the manner provided in Section 18 of this Agreement.

- 17.02** Grievances involving the dismissal or layoff of an employee must be submitted to the Employer within ten (10) working days from the date of dismissal or layoff or be waived by the aggrieved party, provided notice has been given as required under Section 13.05.
- 17.03** Any employee alleging wrongful dismissal may place his or her allegation before the Union Representative and, if the Union Representative considers that the objection of the employee has merit, the dismissal shall become a Grievance and be subject to the Grievance Procedure as established by this Agreement.
- 17.04** The Employer agrees to reply in writing as to the disposition of all Grievances submitted by the Union.
- 17.05** The parties, by mutual agreement, may invoke Section 112 of the British Columbia Labour Code to facilitate the settling of Grievances. Section 112 of the British Columbia Labour Code states as follows:
- “Where a Collective Agreement contains the following provision:
- Where a difference arises between the parties relating to the dismissal, discipline or suspen-

sion of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, Vince Reddy, or a substitute agreed to by the parties, shall at the request of either party

- A. Investigate the difference;
- B. Define the issue in the difference; and
- C. Make written recommendations to resolve the difference within five (5) days of the date of receipt of the request; and for those five (5) days from that date, time does not run in respect of the Grievance Procedure.

The Minister of Finance, on the Minister's requisition, shall pay out of the Consolidated Revenue Fund one third (1/3) of the cost incurred by the parties for payment of reasonable remuneration, travelling and out of pocket expenses of the person named or his substitute."

### **Section 18 BOARD OF ARBITRATION**

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

Within ten (10) working days (excluding Sundays and holidays) following receipt of such notice, the Employer and the Union shall each select a repre-

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

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

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

In reaching its decision, the Board of Arbitration shall be governed by the provisions of this Agreement. The Board of Arbitration shall not be vested with the power to change, modify or alter this Agreement in any of its parts, but may, however, interpret

its provisions. The expense of the impartial Chairman shall be borne equally by the Employer and the Union unless otherwise provided by law.

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

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

#### **Section 19 MISCELLANEOUS**

- 19.01 Maintenance of Adequate Heating Facilities:** The Employer agrees to maintain adequate heating facilities in each store. Furthermore, the Employer shall follow the guidelines for temperature control, including absolute minimum and maximum temperatures as required by the government and/or W.C.B. regulations for the parcel pickup areas.
- 19.02 Union Decal:** The Employer agrees to display the official Union decal of the United Food and Commercial Workers International Union in a location where it can be seen by customers.
- 19.03 Wearing Apparel:** The Employer shall furnish a smock or an apron to each employee and shall pay for the laundering of same.



When an employee is required by the Employer to wear a uniform or special article of wearing apparel, such uniform or special article of wearing apparel shall be furnished, cleaned, laundered, repaired or given similar services connected with the upkeep thereof free of cost to the said employee by the Employer and no deduction from the wages of the employee, or other charge upon the employee, shall be made by the Employer for such uniform or special article of wearing apparel or for the cleaning, laundering, repairing or upkeep thereof.

Special clothing, such as rain capes and parkas, are to be supplied by the Employer where required. Members shall be permitted to wear sweaters, providing they are acceptable to the Employer.

- 19.04 Tools and Equipment:** All tools and equipment which are required to be used by the employees shall be supplied and kept in repair by the Employer at no cost to the employee. These items must be kept on the premises.
- 19.05 Charitable Donations:** Employee donations to charity funds shall be on a strictly voluntary basis.
- 19.06 Time Off to Vote:** The Employer agrees that he will fully comply with any law requiring that employees be given time off to vote.
- 19.07 Polygraph Tests:** The Employer agrees that polygraph or similar lie detector tests will not be used.
- 19.08 Information:** Where the Union requires information

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

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

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

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

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

This is not to be construed to restrict Management personnel from reprimanding an employee as required by his or her position to maintain the proper operation of the store.

- 19.10 **Picket Lines:** The Employer agrees that, in the event of a legal picket line of another trade union being in existence at any of the Employer's stores within the Bargaining Unit, the Employer will in no way require ~~or~~ force members to report to work behind such a picket line. Nor will the Employer discipline or in any way discriminate against an employee who refuses to report to work while a legal picket line exists at his or her place of work.
- 19.11 **Deemed Time Worked:** Paid vacations for full-time employees and statutory holidays for all employees shall be considered as time worked for all purposes of the Collective Agreement.
- 19.12 **Lockers:** Surveys have been made and each Employer will meet the Union to discuss reasonable changes that can be made should they be necessary.
- 19.13 **Bulletin Boards:** Bulletin boards will be supplied by the Union and will be placed in lunchrooms and other areas in the store as mutually agreed. It is understood that these bulletin boards are the property of the Union and shall be for their exclusive use.

Bulletins authorized by the Union concerning the following may be posted by a person so authorized by the Union:

- A. Meeting notices.
- B. Dental Plan information.
- C. Pension Plan information.
- D. Safety information.

Any other bulletins may only be posted by mutual agreement between the Union and designated Management.

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**19.14 Sexual Harassment:** Where an employee alleges that sexual harassment has occurred on the job, the employee shall have the right to grieve under the Collective Agreement.

**19.15 Employee's Personnel File:** A copy of formal discipline report to be entered on an employee's file will be given to the employee. The employee will be required to sign Management's copy. Such signature will indicate receipt of formal reprimand only. It is understood that any disciplinary record on file at the time of implementing the above will not be invalid because the employee does not have a copy.

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

**19.16 Discipline Interview:** Where an employee attends an interview with Management for the purpose of receiving a formal discipline report or for a security interview, the employee shall have the right to a witness of his or her choice. If during any other private corrective interview with Management it is de-

terminated that there will be a discipline report on the employee's record or the employee feels there is a violation of Section 19.09, the interview may be temporarily suspended so that the employee may call in a witness of his or her choice. Any witness used by the employee in the above situations will be another employee working in the store at the time the interview is being held. It is understood the witness is an observer and not a participant.

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**19.17 No Discrimination:** Both the Employer and the Union endorse the principles outlined under the B.C. Human Rights Act wherein it is illegal for either the Employer and/or the Union to discriminate in respect to employment or membership in the Union because of race, creed, colour, sex, nationality, ancestry, or place of origin.

**19.18 Technological Change:** During the term of this Agreement any disputes arising in relation to adjustment to technological change shall be discussed between the Bargaining Representatives of the two parties to this Collective Agreement.

A. Where the Employer introduces or intends to introduce a technological change that:

1. Affects the terms and conditions or security of the employment of a significant number of employees to whom this Collective Agreement applies; and
2. Alters significantly the basis upon which the Collective Agreement was negotiated, either

party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an Arbitration Board pursuant to Section 18 of this Collective Agreement by bypassing all other steps in Grievance Procedure.

B. The Arbitration Board shall decide whether or not the Employer has introduced or intends to introduce a technological change and, upon deciding that the Employer has or intends to introduce a technological change, the Arbitration Board shall inform the Minister of Labour of its findings, and then or later make any one or more of the following orders:

1. That the change is made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;
2. That the Employer will not proceed with a technological change for such period, not exceeding ninety (90) days, as the Arbitration Board considers appropriate;
3. That the Employer reinstate any employee displaced by reason of the technological change;
4. That the Employer pay to the employee such compensation in respect to his displacement as the Arbitration Board feels reasonable;
5. That the matter be referred to the Labour Re-

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lations Board (under Section 77 of the Labour Code of British Columbia).

- C. The Employer will give to the Union in writing at least ninety (90) days notice of any intended technological change that:
1. Affects the terms and conditions or security of employment of a significant number of employees to whom this Collective Agreement applies, and
  2. Alters significantly the basis upon which the Collective Agreement applies.

**Section 20 HEALTH AND SAFETY STORE COMMITTEES**

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**20.01** The Employer agrees to maintain a Health and Safety Committee in each store. The Committee shall function in accordance with the Workers' Compensation Board Health and Safety Regulations.

A Bargaining Unit employee shall be elected by Bargaining Unit members in the store or shall be appointed by the Union to the Health and Safety Committee.

**Section 21 TIME OFF FOR UNION BUSINESS - STORE VISITS**

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

- 62/11/1  
3
- A. Up to one hundred (100) employees in the Bargaining Unit
    - one (1) employee.
  - B. For each additional one hundred (100) employees or part thereof in the Bargaining Unit
    - one (1) employee but not to exceed a total of nine (9).
  - C. Not more than one (1) employee from any one (1) store.

The Union shall notify the Employer *at* least one (1) week in advance of the commencement **of** all such Leaves of Absence.

Upon at least one (1) week's notice the Employer shall grant a Leave of Absence for purposes of Union business to one (1) employee on the following basis:

- t, 3) - 3
- Up to six (6) months' Leave of Absence without review and a further six (6) months by mutual agreement.

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

- D. One (1) employee from each store of the Employer shall be granted time off.
- E. Fifty (50) or more employees in the store
  - two (2) employees shall be granted time off.
- F. One hundred (100) or more employees in the store
  - three (3) employees shall be granted time off.



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

The Employer will bill the Union and the Union will reimburse the Employer for wages paid to the employee and dental and pension contributions made on the employee's behalf during such absence. In the case of full-time employees, the Union shall pay an additional ten percent (10%) in lieu of A.T.O.

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

The interview of an employee by a Union Representative shall be permitted after notifying the Store Manager, or whoever is in charge, and shall be:

- A. Carried on in a place in the store designated by Management.
- B. Held whenever possible during the lunch period; however, if this not practical,
- C. During regular working hours. Time taken for such an interview in excess of five (5) minutes shall not be on Employer time, unless with the approval of Management.
- D. Held at such times as will not interfere with service to the public.

Union Representatives shall be permitted to check employee time records including work schedules and, in the event of any discrepancies, they shall be presented under Section 17 of this Agreement. It is understood the Union Representative may attempt to resolve problems through the Store Management prior to implementation of Section 17.

**21.03 Shop Stewards' Recognition:** It is recognized that Shop Stewards may be elected or appointed by the Union from time to time and the Employer will be kept informed by the Union of such appointments or elections. Transfers shall not be used to discriminate against Shop Stewards.

The Employer agrees to recognize Shop Stewards and Alternate Shop Stewards for the purpose of overseeing the terms of the Collective Agreement being implemented and for the purpose of presenting complaints and Grievances to designated Management of the store.

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

The Shop Steward and, in the absence of the Shop Steward, another member of the Bargaining Unit of the employee's choice shall be present when a member of the Bargaining Unit:

- A. Is given a reprimand which is to be entered on the employee's personnel file.
- B. Is suspended or discharged.

When a Shop Steward is investigating a Grievance or a complaint on Company time, the Steward must first obtain permission from his/her immediate Supervisor or the Store Manager. Such permission will not be unreasonably denied.

The Company agrees to recognize Union Shop Stewards on the following basis:

- C. Where there are less than fifty (50) employees in a store
  - a minimum of one (1) Shop Steward.
- D. In stores where there are fifty (50) or more employees in the store
  - two (2) Shop Stewards and one (1) additional Shop Steward for every fifty (50) employees thereafter.
- E. Alternate Shop Stewards will be recognized in the store when the Shop Steward is absent. The Union shall inform the Employer in writing of the Alternate Shop Stewards.

## **Section 22 EXPIRATION AND RENEWAL**

**22.01** This Agreement shall be for the period from and including April 1, 1989, to and including March 31, 1993, and from year to year thereafter, subject to the right of either party to the Agreement, within four (4) months immediately preceding **March 31, 1993**, or any subsequent anniversary date thereafter to:

- A. Terminate this Agreement, in writing, effective **March 31, 1993**, or any subsequent anniversary thereof,

B. Require the other party to this Agreement, in writing, to commence collective bargaining to conclude a revision or renewal of this Agreement.

Should either party give notice pursuant to Section 22.01 (B) above, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement, or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted, or alter any other term or condition of employment until:

C. The Union gives notice of strike in compliance with the Labour Code of British Columbia, or

D. The Employer gives notice of lockout in compliance with the Labour Code of British Columbia.

The operation of Section 66 (2) of the Labour Code of British Columbia is hereby excluded.

**SIGNED THIS 22Nd DAY OF MARCH, 1991.**

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

**FOR THE EMPLOYER**

Brooke Sundin, President  
and Chief Executive Officer

Don Balletto  
Industrial Relations  
Branch Manager

Jack Allard  
Secretary Treasurer

Wayne Barker  
Employment Relations Manager

Ruth Hunter  
Safeway Negotiating Committee  
(Lower Mainland)

Tom Marshall  
Industrial Relations  
Staff Negotiator

Bob Harris  
Safeway Negotiating Committee  
(Victoria)

Don Farley  
Employee Relations  
Supervisor

Bob Adams  
Safeway Negotiating Committee  
(Prince George)

Pat Grover  
Employee Relations  
Supervisor

Guy Shapka  
Safeway Negotiating Committee  
(Kamloops)

Wayne Vicic  
Woodward's Negotiating Committee  
(Nanaimo)

Emily Zimmerman  
Safeway Negotiating Committee  
(Lower Mainland)

Terry Hamilton  
Safeway Negotiating Committee  
(Lower Mainland)

Karen Palmer  
Safeway Negotiating Committee  
(Lower Mainland)

Enid Lussin  
Woodward's Negotiating Committee  
(Lower Mainland)

**DOCUMENT "A"**  
**LETTER OF UNDERSTANDING**

**BETWEEN            CANADA SAFEWAY LIMITED**

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

This confirms our agreement during negotiations that this Letter of Understanding shall form a part of the Collective Bargaining Agreement which shall be enforceable under all its Sections except where specifically amended herein.

it is further understood and agreed that this document specifically pertains to only those individual employees who may exercise their option to avail themselves of any of the programs outlined herein, and only so far as this document specifically directs.

This Letter of Understanding shall not be construed in any manner so as to deny or negate any rights any employee or the Employer may have under the Collective Bargaining Agreement as a whole.

The sole intent of this document is to allow the Employer to reorganize and restructure its existing work force during the life of the Collective Bargaining Agreement in a manner that will allow employees to opt into certain program opportunities, as outlined herein, on a voluntary basis and for the mutual benefit of all parties concerned.

Therefore, the parties agree as follows:

- A. It is understood and agreed that, for the purposes of this Agreement, **"Freed up"** hours may only be achieved by two methods:
1. The hours worked by those full-time and/or part-time employees who voluntarily agree to avail themselves of the Employer's **"buyout"** program, or;
  2. Those hours of work given up by any employee who voluntarily agrees to restrict his/her hours while maintaining their existing benefit package as further described in Item "D."
  3. The total of "1" and "2" above, shall be referred to as the total **"bought banked hours"** and the total of such bought banked hours shall be reported to the Union within seven (7) days of the window.
- B. The Employer may sponsor **"buyout"** program(s) which may be offered to full-time and/or part-time employees who are on the payroll of the Employer as of the date of ratification.

The details of the buyout program shall be communicated within thirty (30) days of ratification and at least sev-



en (7) days prior to the “**window**” and the “**window**” for **employees to notify the Employer** that they are voluntarily agreeing to the offer, shall be no less than thirty (30) days.

- C. Employees who are full-time at the time of accepting a buyout, as described in Item “B,” may exercise the right to work for the Employer in their present classification at a fixed wage rate of **\$11.02** per hour for Clerk Cashiers and a fixed wage rate of **\$11.60** per hour for General Clerks, with benefits of statutory declaration only. These employees shall be scheduled available hours to their restriction of between eight (8) and twenty (20) hours per week. Such employees shall be scheduled as required by the Employer and shall have seniority only among the “bought banked hours” total. However, these hours shall be deducted from the hours available to the new hired CAPPED employees, but, should these returning employees fully retire or quit, their hours will be relinquished to the new hired CAPPED employees.
- D. All other present employees not affected by Item “C,” whether restricted or unrestricted, shall be given the opportunity to restrict their availability to a minimum of eight (8) hours and a maximum of twenty-four (24) hours per week and maintain their existing benefit package consisting of M.S.P., H.E.P., E.H.B., W.I.

Hours of work that become available as a result of an employee who works less than twenty-four (24) hours per week on average (no benefits) and who restricts their hours of work to a minimum of eight (8) hours per week,

such hours shall be available to the schedule and may be claimed by current employees.

- E. The hours freed up as a result of the Employer buyout program, or the voluntary restriction of hours program, as outlined above, shall be considered as **“new”** or **“found”** hours and will be allocated by the Employer to “new hired CAPPED employees” whose cap shall be 20 hours per week. There shall not be a claim for hours by such employees if they are scheduled for twelve (12) or more hours in a week. It is understood that the Employer may transfer “new” hours amongst the stores in the Bargaining Unit to effect an equitable balance of such hours.
- F. All new hired **“CAPPED”** employees shall be scheduled by the Employer as required. It is intended by the parties that these new hired “CAPPED” employees shall be scheduled firstly on **“weekends”**, as further described in Item “G.” In the event there are not sufficient available hours on the weekends to schedule all of the freed up hours, the Employer may schedule these employees and hours on other days of the week.
- G. As a result of the buyout, restriction of availability/restructuring program, the hours of work between 6:30 p.m. on Saturday and 5:00 a.m. Monday each week shall be considered as weekend hours of work and any current employee may voluntarily choose, **on a one time basis only**, during the life of the Agreement, not to work weekends and those exceptions as outlined in Item “H.”
- H. The weekend option, as described in Item “G.,” may be

ected by eligible employees hired prior to ratification, on forms provided by the **Employer** within thirty (30) days following the “**phase-in**” guideline dates, as outlined in Item “N.”

Employees who have opted into Item “G,” and who are subsequently transferred by the Employer, or transferred at their own request, except for those transfers made under Item “J,” shall have the right to withdraw from the terms of Item “G” in their new store at the time of the transfer but cannot claim “bought banked hours”. **If** this employee, in the future wishes, he/she may again opt into the terms of Item “G.”

Those employees who choose to take advantage of the programs provided in this Agreement may not, at a later date, claim the hours of the new hired CAPPED employee working “freed” or “found” hours, except as outlined in Item “J.”

The Union and the Employer reserve the right by mutual agreement of the parties, to alter or amend the terms of this Letter of Understanding to deal with individual cases of employees in dire straits.

Further, employees who initially do not opt into the opportunity to refuse weekend work, as described in Item “G,” shall have a onetime option to do so at any time during the life of this Collective Bargaining Agreement.

It is understood that this process is intended to assist employees, by seniority, in not being required to work weekends (Saturday night – Sunday). It is also under-

stood that specialized employees may be required to continue to work weekends until new or other employees are trained to replace them. It is further understood that key employees may be required to continue to work weekends in some form. It is the intent of the parties that the staged phase-in program, as outlined in Item "N," shall afford the Employer sufficient time to train new specialized employees within the prescribed dates and that present specialized employees working weekends against their request, shall be kept to a minimum. "Key" employees shall be limited to the list, as provided in the Glossary of Terms, however, employees currently doing file maintenance, office or front end, may relinquish those positions and opt into the provisions of Items "G" and "H" on the same basis as set out for specialized employees.

It is recognized that in the event these programs were not offered, the employees accepting the buyout or restriction would continue to work these hours and hours freed up would not be available for current employees to claim. It is understood and agreed that "freed up" or "found" hours of work shall not be available to current employees to claim in the normal manner.

Freed up hours of work shall be allocated directly to new hired CAPPED employees and shall be unclaimable by current or incumbent employees.

For example:

1. One (1) full-time employee = a minimum of two (2) part-time new hired CAPPED employees.

2. One (1) thirty-two (32) hour per week employee voluntarily restricted to sixteen (16) hours per week = one (1) new hired CAPPED employee.

Nevertheless, it is understood and agreed that only actual hours of work, **not hours paid**, shall be available to be allocated to new hired CAPPED employees, which result from **“buyouts”** or **“restrictions”**, as outlined in Items “B,” “D,” and “E.”

- J. It is anticipated that the restructuring of hours and the transition periods will ensure that no employee loses hours of work if present levels of business are maintained throughout the Bargaining Unit. In the event of a general downturn of business occurring within the Bargaining Unit, or within individual stores, (excluding a reduction in replacement hours as specified in Item “P”), employees who lose hours of work as a result of the downturn in business, shall be protected as follows:

1. The **“base year”** shall be fifty-two (52) weeks immediately preceding the date of ratification and shall be used for calculating changes in hours which shall consist of the year from base period immediately preceding the date of ratification in the Lower Mainland Bargaining Unit, to the base period one (1) year previous. The base year shall be divided by the Company four (4) week accounting period (hereafter referred to as base periods and current periods).

The Employer shall provide a list showing the average hours for each current employee for each base period, and a list showing the average total hours

worked by **Bargaining Unit Members** in each store for each base period prior to the commencement of the buyout or restricting of hours program, as outlined in Item "N."

2. If an employee alleges a decrease in present hours in his/her period, they shall be compared to his/her average base period (exclusive of replacement hours). If a decrease of fifteen percent (15%) occurs in their current period, a loss of hours will be deemed to exist and:
3. The Employer will transfer the employee suffering a decrease in hours due to a business downturn in his/her home store to a new home store in which he/she can exercise his/her seniority to claim the same number of average hours per week as he/she had in the corresponding quarter of the base year.
4. Should there be an overall reduction of hours worked in the Bargaining Unit of twenty percent (20%) or more over a period of four (4) consecutive weeks, the "bought banked hours" shall be decreased in equal proportion.

Further, it **is** recognized that **other** new programs such as T.A.B. (Take-A-Break), one (1) year Leave of Absence provision, extension of Maternity Leave of Absence to fifty-two (52) weeks, the use of A.T.O. and the above "**safety net**", in conjunction with Section 14.05, shall greatly assist and protect all present employees.

- K. It is agreed that in recognition of the Employer's difficulties in rescheduling on "**short notice**" illnesses and

also the resulting frustrations and disruption suffered by **present employees continually having their posted** schedules changed, all first day, short notice illness or accident employee absences shall be filled by current employees not scheduled that day or in the event there are no unscheduled employees, by new hired CAPPED employees. On second and subsequent days of confirmed absence due to illness, accident or for any other reason, the hours shall be scheduled as per present practice.

- L. All new hired CAPPED employees shall be paid at the prevailing new hire rate in the Collective Bargaining Agreement on a twenty-seven (27) month progression rate scale.
- M. The individual and total hours of employees accepting the “buyout” or the voluntary restriction of hours programs, as described in Items “B,” “C,” and “D,” shall be presented immediately to the Union. Those hours of work freed up, shall be reallocated to a new hired CAPPED employee on the following basis:
  - 1. The names of all employees accepting the Employer buyout or voluntary restricting their hours of work shall be immediately reported to the Union accompanied by their actual hours worked or those hours relinquished (based on their restriction).
  - 2. Actual hours freed up shall be established by a mutually agreeable formula (i.e. one (1) full-time position for a four (4) week vacation employee = one thousand six hundred thirty-two (1,632) hours per year average).

3. Freed up hours shall be reported to the Union on an individual basis and the total of these freed up hours shall be known as the **“bought banked hours”** within the Bargaining Unit. The Employer may draw from its **“bought banked hours”** to a maximum of the total reserve of hours banked and allocate these hours to new hired CAPPED employees. Such hours will be scheduled and reported to the Union on a store-by-store basis.
  4. It is understood and agreed that bought banked hours will be assigned to the same classifications from which they were derived (freed up) on a Bargaining Unit by Bargaining Unit basis.
- N. The phase in, or transition dates, for the various programs in this Letter of Understanding shall be as follows and implemented in succession:
1. Within thirty (30) days after the ratification of this Agreement and once the Employer announces the specifics of its buyout program(s):
    - a. There shall be at least seven (7) days between the announcement and the window of opportunity.
    - b. The window of opportunity for individuals shall be at least thirty (30) days, within which eligible employees shall determine if they wish to accept the Employer’s buyout offer.
  2. Within thirty (30) days following complete implementation of Item “N (1),” all other employees so wishing shall declare to the Employer their intention to restrict their hours of work, as per Item “D,” on a



mutually agreed form and shall have their request honoured as soon as possible and practical, but in any event within ninety (90) days of the Employer receiving the written request.

3. Within three (3) months of the date **of** the end of the window, all employees shall be allowed to declare if they wish to opt into Item "G" (**no weekend work**) and shall make their wish known to the Employer on a mutually agreed form provided by the Employer. Such rearrangements and rescheduling as may be necessary shall be accomplished as soon as possible and practical. By seniority within a classification in each store, at least one third (1/3) of the employees so opting shall be accommodated within four (4) months, two thirds (2/3) within eight (**8**) months, and all within twelve (12) months of electing to take advantage of the terms of Item "G."
  4. In the event that the Employer is unable to meet the deadlines provided in Item "N (2)" and Item "N (3)," the Employer and the Union will adjust those deadlines on mutually agreeable basis.
- O. The Employer agrees that current employees (including Service Clerks as per amended Service Clerk transfer language) shall be given first opportunity to be promoted to available CAPPED positions created as a result **of** the buyout program.
- P. Any complaint, or disagreement concerning the application of this Letter **of** Understanding shall be considered a Grievance under Section 17 of the Collective Agreement

and as outlined in Section 5.01 and Section 19.17.

- Q. The Employer agrees that during the transition period, as outlined in Item "N," and a reasonable time thereafter, a committee (to a maximum of three (3) employees) of the Union's choosing, will be established to oversee the implementation of the Items in this document.
- R. This document shall expire in its totality on November 1, 1992. The parties to this Agreement agree to meet two (2) months prior (September 1, 1992) in order to negotiate the Phase Out Program, to be concluded no later than the expiry date of the Collective Bargaining Agreement. In the event there is no agreement on the Phase Out Program, this document shall, in any event, expire as noted above on November 1, 1992.

**NOTE: Night Crew** – It is agreed that with reference to Night Crew rotation and scheduling, the Manager, Lead Hand and the Crew shall institute a fair system of scheduling for Night Crews. In the event this should fail, the Business Agent and the Crew shall have the right to file a Grievance under the Collective Bargaining Agreement, "Fair Rotation of Shift" Section.

## GLOSSARY OF TERMS

1. "Base Period"  
The accounting four (4) week period occurring in the **base year**.
2. "Base Year"  
The fifty-two (52) week period immediately prior to ratification.
3. "Bought Banked Hours"  
The total amount of "freed up" or "found" hours as described in Item 8.
4. "Confirmed Absence"  
Where the Management of the store confirms by telephone later in the afternoon that a **short notice** absentee will not be returning to work the next day.
5. "Current Employee"  
Any member of U.F.C.W. Local 1518 who is on the Employer's payroll on the date of ratification of the 1989 Collective Bargaining Agreement.
6. "Current Period"  
The accounting four (4) week period occurring in the current year.
7. "Eligible Employee"  
Any current employee who is not in the Service Clerk classification.
8. "**Freed Up**" / "**Found**" Hours  
Those hours that have been "bought" through the buyout program and the voluntary restriction with benefits program.

9. "Key Employees"  
Assistant Managers (2) and Produce Manager (1), Office, File Maintenance.
10. "New Hired CAPPED' Employees  
Employees hired after ratification to work "Bought Banked Hours," including Service Clerks as described in Item 15.
11. "Replacement Hours"  
Those hours available to a junior employee as a result of the absence of a senior employee, i.e. Vacation, Illness, W.C.B., W.I., L.T.D., A.T.O., T.A.B., R.T.O., Maternity Leave, Paternity Leave, Bereavement Leave, Educational Leave, Leave of Absence, Jury Duty, Union Business Leave.
12. "Same Day Notice"  
Basically as described in #13, "Short Notice," below but delineates a time period familiar to the parties and construed to be a day (i.e. 12:01 a.m. to 11:59 p.m.)
13. "Short Notice"  
When an employee notifies the Employer shortly before the beginning of his/her shift that he/she shall not be at work as a result of accident, illness or injury. This agreement anticipates "short notice" to mean notice given within a few hours of the shift commencing, which would result in the Management of the store experiencing extreme difficulties in finding a replacement in the normal method, without changing the schedule.
14. "Specialized Employees"  
Employees who have particular skills or training beyond

basic job training, i.e. Flowers, Pharmacy Assistant and **Baker.**

15. "Window" of Opportunity  
That time during which a qualifying employee can elect to take advantage of the buyout program.

## MEMORANDUM OF UNDERSTANDING #1

- A. The Employer agrees that at no time will Truck Drivers be permitted to work in the sales area or in the stockroom of the store, except in the loading and unloading of trucks as noted below. The Union agrees that the long established method of receiving deliveries of produce is satisfactory to the Union.

The Employer agrees, where food Clerks are scheduled to work and are working in the stores and deliveries of merchandise are made from the grocery warehouse, that a food Clerk shall:

1. Designate the area where the merchandise is to be placed in the stockroom.
  2. Be present with the Driver during loading and unloading of trucks.
- B. Discipline of Managers: Where disciplinary action has been taken against a Manager under Section 5.16, the Union will, upon request, be advised what action has been taken.
- C. Posting of Schedules: Management shall forward the following Memorandum to Store Management personnel, a copy of which shall be posted on the bulletin board in each store:

“It is one of the responsibilities of the Store Manager to:

1. Estimate, plan and schedule the work to be done each day, and

2. Schedule the hours of work of each employee so that work assignments shall be completed in an efficient manner. Any employee scheduled to work a full shift shall be required to work eight (8) hours less rest periods. It should be your objective to establish the employees' schedules so that all work (including cleanup duties) is completed in eight (8) hours.

Please plan and arrange your employee work schedule in accordance with the foregoing. We insist upon strict compliance with this provision, as well as all other Sections of the Union Agreement."

SIGNED THIS **22ND** DAY OF **MARCH, 1991** .

UNITED FOOD  
AND COMMERCIAL  
WORKERS UNION,  
LOCAL 1518

FOR THE EMPLOYER

\_\_\_\_\_  
Brooke Sundin, President  
and Chief Executive Officer

## MEMORANDUM OF UNDERSTANDING #2

- A. It is understood and agreed between the Employer and the Union that Weekly Indemnity payments to entitled employees shall be the responsibility of the Employer. If payment of valid claims is not made by the Insurance Company within two (2) weeks from the time the Employer receives the completed application, the Employer shall then pay to the claiming employee an amount equal to his entitlement. Similarly, when payments are stopped by the Carrier, while the employee's entitlement continues, the employee shall be able to claim the amount of his entitlement from the Employer.

Payments made by the Employer for claims later found to be invalid, or payments made by the Employer which are later paid by the Carrier, shall be returnable to the Employer.

- B. The parties recognize that the hiring of persons or movement of existing employees to staff new or changed functions has created situations where seniority rights, rate of pay and other matters need to be reviewed and resolved.

The parties have reviewed this matter in general terms during negotiations and specifically reserve the right to amend the Agreement during its life to resolve, on a mutually satisfactory basis, this matter.

- C. **Working Ratio:** The Employer shall be permitted to work a maximum of one (1) Service Clerk per checkstand in the store at any one time.



**D. Identification:** The parties agree that Service Clerks shall be identified so they are easily recognizable in the store.

SIGNED THIS 22ND DAY OF MARCH, 1991 .

UNITED FOOD  
AND COMMERCIAL  
WORKERS UNION,  
LOCAL 1518

FOR THE EMPLOYER

\_\_\_\_\_  
Brooke Sundin, President  
and Chief Executive Officer

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### MEMORANDUM OF UNDERSTANDING #3

In the event the Employer opens a Pharmacy in one of his retail stores covered by the term of this Agreement, the following shall apply:

Exclusions from Bargaining Unit

- Pharmacy Manager (if Pharmacist)
- Pharmacists
- Undergraduate or Apprentice Pharmacists

Cosmetics Supervisor to be considered under specialist personnel of the Employer.

The duties of the above persons shall be consistent with those duties imposed upon him/her by the Statutes of this Province. In addition, these persons may stock any other items requiring the supervision of a Pharmacist by law or new items to the Pharmacy, Extended Health and Beauty Aids section of the Department.

The parties recognize the concerns of opening a new Pharmacy and building up the business. In light of this, the above persons are permitted to straighten and face shelves in the Pharmacy and Extended Health and Beauty Aids Department and to ensure the Department is kept in neat and clean order.

The terms of Memorandums #2 (B) to apply.

**SIGNED THIS 22ND DAY OF MARCH, 1991 .**

UNITED FOOD  
AND COMMERCIAL  
WORKERS UNION,  
LOCAL 1518

FOR THE EMPLOYER

\_\_\_\_\_  
Brooke Sundin, President  
and Chief Executive Officer

## LETTER OF UNDERSTANDING

The employer agrees as follows:

All part-time General Clerks employed as of September, 1983, shall have the option of claiming Service Clerk hours of work. The purpose of this Clause is to create a system whereby part-time employees can maximize their hours of work. It is agreed that these part-time employees working as Service Clerks shall maintain their full seniority rights in their classification.

Rate to be ten dollars (\$10.00) per hour.

December 3, 1989	\$10.50
December 2, 1990	\$10.90
December 1, 1991	\$11.30

Available hours Clause shall not apply for taking parts of shifts, unless it can clearly be shown that two (2) separate shifts can be scheduled.

Split shifts are permitted.

Service Clerk shifts of less than four (4) hours may be claimed by General Clerks. Any combination of General Clerk and Service Clerk hours can be to a maximum of forty (40) hours per week.

General Clerks who wish to claim Service Clerk hours must, on a onetime basis only, make their intention known in writing to the Employer.

Those General Clerks who opted for Service Clerk classification in 1983 shall have their hours protected from claim as a result of the implementation of this Clause, at the Service Clerk rate. Should they opt to revert to the General Clerk clas-

sification, all other provisions of this Clause shall apply.

Where a disagreement arises regarding this Clause and results in a Grievance, the parties will have two (2) weeks (from date the matter is brought to the attention of the Employer) to correct any errors in scheduling before a claim for lost wages can be filed.

The Employer agrees as follows: Effective immediately after ratification, the Employer will canvas General Clerks employed prior to September 1983, on a onetime basis only, for the purpose of determining those employees who are prepared to work Dual Classification hours as per this Letter of Understanding.

Those employees claiming a combination of General Clerk and Service Clerk hours shall be entitled to accumulate Sick Leave benefits as per Sections 10.01 and 10.02 of the Collective Agreement, but not A.T.O.

All qualified General Clerks shall make the Employer aware of their intention, on the forms provided, within sixty (60) days of ratification.

SIGNED THIS 22ND DAY OF MARCH, 1991 .

UNITED FOOD  
AND COMMERCIAL  
WORKERS UNION,  
LOCAL 1518

FOR THE EMPLOYER

\_\_\_\_\_  
Brooke Sundin, President  
and Chief Executive Officer

## LETTER OF UNDERSTANDING

The following Letter of Understanding addresses the activation of a new "Janitor" classification on a test basis for the life of this Collective Agreement only.

The following terms and conditions shall apply.

- A. All current Utility Clerks are protected insofar as they shall not be reduced in wage rate or classification solely as a result of the introduction of the Janitor classification.
- B. The agreement to implement the Janitor classification is conditional on it firstly being introduced in store(s) currently using outside maintenance services.
- C. Once the program has been introduced in these store(s), the Employer shall be permitted to introduce this new classification in other stores. During the life of this Collective Agreement, the parties reserve the right to reopen this Agreement to address any concerns with respect to the introduction of this classification.
- D. By mutual agreement, the parties may adjust the list of stores to deal with any unusual problems that may arise.
- E. Persons in the Janitor classification shall have the right to transfer to other classifications via the transferability program in the current Collective Agreement.
- F. All employees presently in the Utility Clerk classification shall be provided with a comprehensive training program (Upkeep Carl).

- G. Present store employees will be given first consideration for hiring in this new classification.
- H. Persons employed in the Janitor classification shall be eligible for benefits listed in the Collective Agreement.
- I. In the event that the Employer decides to discontinue the Janitor classification, employees who were employed prior to ratification and transferred into the Janitor classification, shall be able to return to their previous classification without loss of seniority. New hires after ratification, will be given first consideration before hiring in other classifications covered by this Collective Agreement.
- J. The duties of a Janitor shall be restricted to the following:
  - 1. Cleaning and maintenance of floors, e.g. sweeping, cleaning, washing, stripping and buffing.
  - 2. All kinds of cleaning duties in the store including the backroom, parking lot and washrooms. This would include walls, fixtures, shelves.

SIGNED THIS **22ND** DAY OF **MARCH**, 1991 .

UNITED FOOD  
AND COMMERCIAL  
WORKERS UNION,  
LOCAL 1518

FOR THE EMPLOYER

\_\_\_\_\_  
Brooke Sundin, President  
and Chief Executive Officer

**LETTER OF UNDERSTANDING**

Should a Safeway store close as a direct result of the Woodward Foods (1987) Limited acquisition, employees on payroll as of the date of this acquisition shall:

- A. Have seniority rights as per the Collective Agreement in their Bargaining Unit; and
- B. If unable to exercise seniority rights in their Bargaining Unit, they will have first opportunity for hire in their classification in other Bargaining Units during their recall period based on their length of continuous service with the Company. Upon rehire (within the same classification), an employee shall receive full credit for previous experience for the purpose of establishing their rate of pay.

SIGNED THIS **22ND** DAY OF **MARCH, 1991**.

UNITED FOOD  
AND COMMERCIAL  
WORKERS UNION,  
LOCAL 1518

FOR THE EMPLOYER

\_\_\_\_\_  
Brooke Sundin, President  
and Chief Executive Officer

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**LETTER OF UNDERSTANDING**

**RE: DRUG AND ALCOHOL ASSISTANCE PROGRAM** 2-1-1

The Employer and the Union recognize that drug and alcohol abuse can have serious negative impact on both the Employer and the employee. The parties mutually agree to co-operate in resolving problems with drug and alcohol abuse with a view towards rehabilitating employees suffering from such abuse.

SIGNED THIS 22ND DAY OF MARCH, 1991 .

UNITED FOOD  
AND COMMERCIAL  
WORKERS UNION,  
LOCAL 1518

FOR THE EMPLOYER

\_\_\_\_\_  
Brooke Sundin, President  
and Chief Executive Officer

**MEMORANDUM OF AGREEMENT**

**HEALTH, SAFETY, AND EDUCATION FUND**

The Employer agrees to contribute one cent (\$.01) per hour for every hour worked by members of the U.F.C.W. Local 1518 Bargaining Unit, based on Dental Plan hours, to the United Food and Commercial Workers, Local 1518, Health, Safety and Education Training Fund, effective January 3, 1988.

December 31, 1989                      Increased to two cents (\$.02)

March 31, 1993                        Increased to three cents (\$.03)

**SIGNED THIS 22ND DAY OF MARCH, 1991 .**

UNITED FOOD  
AND COMMERCIAL  
WORKERS UNION,  
LOCAL 1518

FOR THE EMPLOYER

\_\_\_\_\_  
Brooke Sundin, President  
and Chief Executive Officer

**MEMORANDUM OF AGREEMENT**

**U.F.C.W. BAKERS**

- A. No change to current Contract rates. Current employees, as of date of ratification, to receive a flat rate weekly pay adjustment equalling two and one quarter percent (2.25%) of the current rates for the life of the Agreement. Effective date of flat rate adjustment is July 3, 1988.
- B. Those Bakers in "A" above who are receiving the flat rate weekly pay adjustment as set out in the 1987/1989 Memorandum of Agreement shall have the amount of this weekly adjustment reduced by the trade adjustment (twenty-five cents (\$.25)) effective on December 2, 1990.
- C. **Credit for Previous Experience.** New hire Journeyman Bakers will start at ninety percent (90%) of the top Baker rate for the first six (6) months. After six (6) months, the new hire Journeyman Baker shall proceed to the top rate.

SIGNED THIS 22ND DAY OF MARCH, 1991.

UNITED FOOD  
AND COMMERCIAL  
WORKERS UNION,  
LOCAL 1518

FOR THE EMPLOYER

\_\_\_\_\_  
Brooke Sundin, President  
and Chief Executive Officer

**LETTER OF UNDERSTANDING**

**Section 14.08 STUDENT SENIORITY**

Whereas the 1987/1989 Collective Agreement has deleted the word "day" from this Section, the parties agree that employees who take one (1) or two (2) classes per week shall not be considered as students for restriction purposes subject to their reporting to work for scheduled shifts.

The parties reserve the right to deal with any problems that may arise, on an individual basis.

SIGNED THIS **22ND** DAY OF **MARCH, 1991** .

UNITED FOOD  
AND COMMERCIAL  
WORKERS UNION,  
LOCAL 1518

FOR THE EMPLOYER

\_\_\_\_\_  
Brooke Sundin, President  
and Chief Executive Officer

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## WOODWARD'S/SAFEWAY MERGER DOCUMENT

- A. Canada Safeway Limited is a successor to Woodward's Foods for the following stores:
- \* #404 Park Royal
  - #406 New Westminster
  - #408 Oakridge
  - #410 Kamloops
  - #416 Arbutus
  - #420 Lansdowne
- B. The Canada Safeway Limited Collective Agreement shall apply to the above stores once they are merged except as provided below.
- C. Current Woodward's employees will retain their Woodward's seniority date and will be dovetailed by their former Woodward's seniority date with the Canada Safeway Lower Mainland Bargaining Unit. (See attached seniority list.)
- D. 1. Current Woodward's employees will be scheduled hours based on the average hours worked as agreed between the parties prior to the merger of the Bargaining Units, in order of seniority, i.e. they will appear on the schedule in order of seniority merged in with the Safeway employees - by classification and scheduled as though they were "CAPPED" to their previous average hours.
2. After going through the entire schedule, if hours are still available or become available (as a result of unscheduled A.T.O.s, emergencies, illness, ab-

senteeism, or hours that become available for any other reason), the Company will go down the dove-tailed seniority list assigning additional hours by seniority, regardless of the Woodward's employee CAP as specified above.

- E. Current Woodward's employees that are full-time or full-time reduced will be given the following benefits immediately:
  - M.S.P., H.E.P., Group Life, E.H.B., W.I. and L.T.D., as per the Safeway Collective Bargaining Agreement.
- F. Current Woodward's part-time employees will qualify for benefits, according to the Safeway Collective Agreement based on their previous hours worked. All current Woodward's employees currently on benefit levels shall maintain same for a period of three (3) months then subject to the hours test under the Safeway Collective Agreement, unless the employee voluntarily chooses to reduce their hours of work in the future. (Those employees who average between twenty-two and one half (22 1/2) and twenty-four (24) hours per week shall have a CAP of twenty-four (24) hours per week.)
- G. For the purposes of calculating vacation entitlement, Woodward's employees shall maintain their vacation entitlement in Safeway, as established under their Woodward's Collective Agreement. For purposes of future entitlement of vacations, employees shall fall under the Safeway Collective Agreement, but in no event shall any Woodward's employee suffer any reduction in their vacation entitlement as previously established under the

Woodwards Collective Bargaining Agreement

- H. Available future full-time positions will be awarded in accordance with the dovetailed seniority list and the provisions in the Safeway Collective Agreement.
- I. All new hires and/or transferees from outside of the Bargaining Unit will only get available hours after the Woodward's employees have maximized their hours, as provided in this Agreement and the Safeway Collective Agreement. It shall be the policy of the Company that CAPPED Woodward's employees shall be allowed to maximize their hours of work on a daily basis to the limitation of the maximum hours allotted under their individual CAPs.
- J. Scheduling of vacations will go by respective Company employment date (date of hire) - Woodward's and Safeway 1989 scheduled vacations will be honored.
- K. Rates of pay will be based on previous experience at Woodward's, i.e. top rated Cashier at Woodward's shall be top rated on the Safeway scale.
- L. Those Woodward's employees who are transferred to "new or replacement" stores shall retain their seniority as provided in the Safeway Collective Agreement, and shall **not** be restricted by their average hours allotment (CAP) after they have assumed their duties in the new or replacement store at the time of opening of new or replacement stores.
- M. In the event that a Woodward's employee is assigned to a store where they are not able to achieve their assigned allotted average hours (CAP), the provisions of Section

14.05 – Reduction and Increase of Hours – with specific attention to the last paragraph dealing with a significant decrease in hours of work in the store shall be implemented.

- N. It is understood and agreed that in the event there is a general reduction of hours of work within the store, reduction in hours will be done in accordance with the dovetailed seniority list.
- O. Where it can be demonstrated that there is a problem, the Union and the Employer shall meet to determine a method of solution.

A joint committee of equal representation of Safeway, Woodward's and Management shall be established to oversee the implementation of the Merger Document as it applies to scheduling, seniority, hours of work and as contained in the Merger Letter of Understanding.

- P. The parties agree that the CAPs of employees, as covered under this Letter of Understanding, shall be removed no later than three (3) years from the date of merger of the Woodward's Bargaining Units or earlier by mutual agreement of the parties.
- Q. The Employer will solicit those employees of Woodward's who, under the Letter of Understanding Number One, restricted their availability during the life of the Woodward's Collective Agreement. They shall have the right to lift that restriction by advising the Employer, on a form provided, within two (2) weeks of such notice (date).



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- R. With reference **to** the Prince George Bargaining Unit (Store #413) and the Nanaimo Bargaining Unit (Store #424), separate Letters of Understanding shall be drafted reflecting the above points insofar as they are required.
  - S. With reference to the Kamloops Bargaining Unit and the former Woodward's employees, Point "C" above shall not **apply**.

**MEMORANDUM OF UNDERSTANDING  
BAKERY PRODUCTION WORKERS  
WAGES - CONDITIONS**

BETWEEN **CANADA SAFEWAY LIMITED,**  
a body corporate carrying on  
business in the

---

Province of British Columbia

(hereinafter referred to as the "EMPLOYER")

AND **UNITED FOOD  
AND COMMERCIAL  
WORKERS UNION, LOCAL  
1518**, chartered by the United Food  
and Commercial Workers  
International Union, A.F.L., C.I.O.,  
C.L.C.

(hereinafter referred to as the "UNION")

## WAGES

	04/02/89	04/02/89
	<b>Full-Time</b>	<b>Part-Time</b>
Ail-Around Baker	\$17.93	\$19.42
Bakery Manager	19.08	20.57
	12/03/89	12/03/89
	<b>Full-Time</b>	<b>Part-Time</b>
All-Around Baker	\$18.43	\$19.92
Bakery Manager	19.58	21.07
	12/02/90	12/02/90
	<b>Full-Time</b>	<b>Part-Time</b>
All-Around Baker	\$19.48	\$20.97
Bakery Manager	20.63	22.12
	12/01/91	12/01/91
	<b>Full-Time</b>	<b>Part-Time</b>
All-Around Baker	\$20.28	\$21.77
Bakery Manager	21.43	22.92
<b>Students</b>		
<b>Experience</b>		
		<b>Per Hour</b>
First 6 months		\$11.88
Over 6 months		11.93
<b>Apprentices</b>		
First 6 months	65%	All-Around Baker Rate
Second 6 months	70%	All-Around Baker Rate
Third 6 months	75%	All-Around Baker Rate

Fourth 6 months	80%	All-Around Baker Rate
Fifth 6 months	85%	All-Around Baker Rate
Sixth 6 months	90%	All-Around Baker Rate
Over 36 months		Appropriate Journeyperson Rate

- A. Credit for Previous Experience. New hire Journeyperson Bakers will start at ninety percent (90%) of the top Baker rate for the first six (6) months. After six (6) months, the new hire Journeyperson Baker shall proceed to the top rate.
- B. New, inexperienced employees will start at ten percent (10%) less than the highest rate for the first thirty (30) days and five percent (5%) less for another thirty (30) days, the top rate to apply thereafter except in cases of reclassification.
- C. Jobbers shall receive ten cents (\$.10) per hour over and above the rate as set out under their classification for the actual number of hours worked, in each case up to three (3) days in a week. When employed four (4) or more days in any one (1) week, wages shall revert to the daily scale, being one fifth (1/5) of the weekly wages established in this Agreement. The regularly scheduled hours on any one (1) day shall constitute a day's work for the Jobber.

Jobbers shall be guaranteed at least four (4) hours' work in any one (1) day or be paid four (4) hours' pay in lieu thereof whenever they are called in to work by the Employer.

- D. Lead Hands who have been designated by the Employer to direct the work of others shall be paid not less than four dollars (\$4.00) per week above the highest classification in their department.
- E. All full-time employees shall be guaranteed not less than forty (40) hours' pay per week unless absent due to his or her own cause.
- F. It is agreed that the wrapping, boxing and slicing of product may be performed either by the Bakery Production staff or the Clerks employed at the Bakery sales counter. The Bakery Counter Clerks shall also be permitted to write names on cakes if Bakery Production staff is not available. The Bakery Counter Clerks shall not perform these duties to the extent that Bakery Production Workers will be replaced.
- G. The Employer shall have the right to employ one (1) indentured Apprentice up to each five (5) Journeymen Bakers (including the working Foreman) employed in the Bakery and one (1) additional indentured Apprentice for each additional five (5) Journeymen or fraction thereof; provided, however, that if the number of Journeymen Bakers (including the working Foreman) employed reaches the total of sixteen (16), the Employer may employ two (2) additional Apprentices, making a total of six (6) in all. The probationary period for indentured Apprentices shall be three (?) months.
- H. The Bakery Supervisor will not perform work covered by this Agreement in excess of two (2) hours per day, except in cases of genuine emergency.

- I. Any Baker relieving the Bakery Manager for more than one (1) day in his home Bakery, or from the first (1st) day in a Bakery other than his home Bakery, shall receive the All-Around Baker's rate of pay plus one dollar (\$1.00)per hour.
- J. It is understood and agreed that the working Manager may perform or assist in the performance of any task or duty in the Bakery Manufacturing Department.
- K. It is understood and agreed that there will be complete flexibility of staff within the Bakery (unless specific restrictions are agreed upon, as in the case of the Student Helper Clean-up Person) and any Baker may be assigned duties in any area of the Bakery Manufacturing Department.
- L. **Posting of Schedules:** Management shall forward the following Memorandum to Store Management personnel, a copy of which shall be posted on the bulletin board in each store:

“It is one of the responsibilities of the Store Manager to:

  1. Estimate, plan and schedule the work to be done each day, and
  2. Schedule the hours of work of each employee so that work assignments shall be completed in an efficient manner. Any employee scheduled to work a full shift shall be required to work eight (8) hours less rest periods. It should be your objective to establish the employees' schedules so that all work (including clean-up duties) is completed in eight (8) hours.

Please plan and arrange your employee work schedules in accordance with the foregoing. We insist upon strict compliance with this provision, as well as all other Sections of the Collective Agreement.”

- M. **Bakery Seniority:** Bakery Production Workers shall be considered to be a separate seniority unit with the store.
- N. Paid time off accumulated for the period from June 15 to September 15 in any year may be deferred until January 1 of the following year and then given to the employee in consecutive days off all at one time. The foregoing is intended to alleviate the shortage of available help during the period when employees normally take annual vacations.

SIGNED THIS 22ND DAY OF MARCH, 1991 .

UNITED FOOD  
AND COMMERCIAL  
WORKERS UNION,  
LOCAL 1518

FOR THE EMPLOYER

\_\_\_\_\_  
Brooke Sundin, President  
and Chief Executive Officer

