

COLLECTIVE AGREEMENT

BETWEEN

UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL 1518

AND

UNITED STEEL WORKERS OF AMERICA, LOCAL UNION 2952

UNION REPRESENTATIVES' UNIT

April 1, 1998 - March 31, 2003

Errors & Omissions Excepted

COLLECTIVE AGREEMENT

By and Between: **UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL 1518**
(Hereinafter referred to as "THE EMPLOYER")

And: **UNITED STEELWORKERS OF AMERICA**
On behalf of **LOCAL UNION 2952**
UNION REPRESENTATIVES' UNIT
(Hereinafter referred to as "THE UNION")

WITNESSETH:

WHEREAS it is the intent and purpose of the Parties hereto that this Agreement will promote and improve industrial and economic relationships between the Employer and the Union, and to set forth herein the basic Agreement covering rates of pay, hours of work, and conditions of employment to be observed between the Parties.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the Parties hereto mutually agree as follows:

ARTICLE 1 - BARGAINING AGENCY AND RECOGNITION

- 1.01 The Employer recognizes the Union as the sole and exclusive bargaining agency for its employees, as described in the current. Certification issued by the British Columbia Department of Labour, for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment.
- 1.02 Employees whose regular jobs are not in the bargaining unit will not work on any jobs that would result in layoff of permanent staff.
- 1.03 **CONTRACT EMPLOYEES:** Contract employees are individuals who from time to time are hired, at the prerogative and direction of the President of Local 1518 because of their extraordinary skills, experience and abilities to perform certain specific tasks for the Local Union. (For example, lawyers, public relations, printing, photography, safety & health, etc.) This list is for the purpose of example only and is not to be construed to limit the scope or professions that may be hired as contract employees.

These individuals survive in the employment of Local 1518 completely at the pleasure of the President of Local 1518 and are not part of the bargaining unit.

Local 1518 will not contract out work Which is normally performed by employees in the bargaining unit if Such Contracting out would cause any employee to be laid off.

The Employer agrees that the positions of Larry Stoffman and Ruth Herman shall become bargaining unit positions upon either Larry or Ruth terminating their employment with U.F.C.W. Local 1518.

ARTICLE 2 - DEFINITION OF EMPLOYEE

2.01 The term "employee" as used in and for the purpose of this Agreement shall include those employees of the Employer at and from the Employer's present or relocated premises for which the Union is certified, except those employees excluded by the Labour Relations Board of British Columbia.

ARTICLE 3 - MANAGEMENT

3.01 management rights exercised by the Employer, unless expressly limited by this Agreement, are reserved to and are vested exclusively in the Employer. Provided, however, that this Article will not be used in a discriminatory manner against an employee because of age, sex, colour, nationality, religion or marital status.

3.02 **No DISCRIMINATION:** The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of wage rates, training, upgrading, promotion, layoff, recall, discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation, marital status, place of residence, nor by reason of his membership or activity in the Union.

ARTICLE 4 - UNION SECURITY PROVISIONS

4.01 (a) The Employer agrees that any present employee of the Employer, at the date of the signing of this Agreement, will, as a condition of continued employment, maintain membership in the Union in good standing.

(b) All new employees after the ratification date of this Agreement will, as a condition of continued employment, join the Union after completing his/her probationary period, and as a condition of continued employment maintain membership in the Union in good standing.

- 4.02 (a) The Employer agrees to deduct once each month from the earnings of every employee covered by this Agreement such dues as may be fixed by the international Union and communicated to the Employer by the Union. The total amount so deducted, with an itemized statement of same in duplicate will be forwarded to the Union in the manner provided for in Subsection (d) hereof.
- (b) The Employer agrees to deduct an International Union Assessment or Assessments, when advised to do so by the International Treasurer or Deputy, from the earnings-of every employee covered by this Agreement. The total amount so deducted, with an itemized statement of same in duplicate, will be forwarded to the Union in the manner provided for in Subsection (d) hereof.
- (C) The Employer agrees to deduct an initiation fee in the amount authorized by the employee upon receipt of an authorization, signed by such employee. The total amount so deducted, with an itemized statement of same in duplicate, will be forwarded to the Union in the manner provided for in Subsection (d) hereof.
- (d) Cheques will be made payable to Leo Gerard (or. his successor), International Treasurer of the United Steelworkers of America, all cheques will be forwarded to the United Steelworkers of America, Unit D, Box 34223, Vancouver, B.C. MAW, made payable aforesaid and prior to the 15th of the month next following that in which the deductions apply.
- 4.03 The Employer agrees to have all present and future employees covered by this Agreement, as a condition of continued employment, sign a Check-off card authorizing the Employer to implement the provisions of 4.02 hereof, and the Union agrees to indemnify the Employer and hold it harmless against any claim which may arise in complying with the provisions of this Article.
- 4.04 (a) Union members are to be supplied with Union deduction totals for income tax purposes. The Employer agrees to show on employees' 74" slips the total Union deductions for the previous taxation year.
- (b) Union members to be supplied complete breakdown of taxable benefits and earnings.

ARTICLE 5 - HOURS OF WORK

The Parties agree that hours of work and work schedules will be addressed in a Letter of Understanding attached to the end of this Agreement.

- 5.01 **ACCUMULATED PAID TIME OFF (A.T.O.):** Regular full-time employees shall accumulate paid time off at the rate of one half day for each basic work

week completed. Basic work weeks Shall be those described in this subsection and shall also include time off due to jury duty and witness duty, bereavement leave as set out in Article 10.

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 work week.

Full-time employees shall accumulate the one half day per week A.T.O. on all weeks of vacation.

Employees shall not fail to accumulate A.T.O. credits in a week in which they are sick if such employees have used equivalent banked sick time.

When an employee has accumulated one day A.T.O., he or she shall receive one day off with pay, scheduled by mutual agreement within the next two (2) weeks, such day to be combined with an employee's regular day off, unless otherwise mutually agreed by the employee and the employer.

When an employee is required by the employer to work on a regularly scheduled A.T.O. day, the employee shall have the option of taking the equivalent time off at her convenience or of taking pay in lieu of time off, such pay to be in addition to any wages employee would have received had he not worked the A.T.O. day.

Employees cannot be required to take A.T.O. when they have no credits in the A.T.O. bank. Employees cannot be required to take payment in lieu of A.T.O., unless mutually agreed by the employee and the employer.

Accumulated A.T.O. in excess of eighty (80) hours shall be scheduled by the employee within thirty (30) days. In the event the employee does not schedule time off within thirty (30) days upon notification by the Employer, then the Employer shall have the right to schedule sufficient A.T.O. to reduce the amount but only to the extent that the employee shall retain a minimum of thirty-two (32) hours in their bank.

ARTICLE 6 - PAID HOLIDAYS

6.01 All employees covered by this Agreement will receive a day's pay at their regular straight time rate for each of the following Paid Holidays (regardless of the day on which the holiday falls) in addition to any wages which they may be in receipt of for work performed on such holidays:

- | | | | |
|----|----------------|----|--------------|
| 1. | New Year's Day | 4. | Empire Day |
| 2. | Good Friday | 5. | Dominion Day |
| 3. | Easter Monday | 6. | B.C. Day |

- | | | | |
|----|------------------|-----|---------------|
| 7. | Labour Day | 10. | Christmas Day |
| 8. | Thanksgiving Day | 11. | Boxing Day |
| 9. | Remembrance Day | | |

and any other day declared a Statutory Holiday by the Municipal, Provincial and/or Federal Government.

- 6.02 When Paid Holidays fall on Saturday or Sunday they will be celebrated on Monday, and when they fall on consecutive Saturday and Sunday or consecutive Sunday and Monday, they will be celebrated on the following Monday and Tuesday.
- 6.03 Should any of the above holidays occur during an employee's vacation period, he will be given an extra day's vacation with pay for each holiday to be taken at the beginning of or the end of the holiday period.
- 6.04 in order to qualify for a day's pay for the above Paid Holidays the employee must have completed thirty (30) calendar days employment with the Employer.
- 6.05 Employees not actively employed because of:
- Lay-off
 - Unpaid leave of absence
 - illness) and not eligible for Paid Sick Leave
 - injury) W.C.B., or Weekly Indemnity payments for the involved Paid Holiday(s) and who work some time within the fourteen (14) day period prior to or the fourteen day period following the Paid Holiday(s) in question, will qualify for Paid Holiday pay for such Paid Holiday(s).

ARTICLE 7 - VACATIONS WITH PAY

7.01 EMPLOYEES WILL RECEIVE VACATIONS AND BE PAID FOR THE VACATION IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

YEARS OF CONTINUOUS SERVICE	ANNUAL VACATION PERIOD
Less than 13 years	4 weeks
13 years but less than 18 years	5 weeks
18 years but less than 23 years	6 weeks
23 years and over	7 weeks

7.02 **VACATION ALLOTMENT - SICKNESS - INJURY - LAYOFF:** Authorized leave of absence for sickness or accident or other cause acceptable to the Employer, excluding layoff beyond two (2) months, shall not affect the employee's right in respect to vacations with pay.

7.03 **VACATION PERIOD:** Vacation schedule will be posted February 1st of each year. Employees will have preference of vacation periods in accordance with their seniority. An employee's vacation(s) shall not be changed once posted on the annual vacation planner without the consent of the employee. Notwithstanding the foregoing, the Employer will have the right to cancel vacations to meet operational requirements. Seniority will prevail in the cancellation of vacations provided membership services are not prejudiced.

7.04 **VACATIONS EXCEEDING; THREE WEEKS:** Vacations with pay in excess of three (3) consecutive weeks for which employees may be eligible shall be scheduled sufficiently in advance and taken at a mutually agreed upon time.

7.05 **VACATION PAY - WHEN PAYABLE:** Vacation pay will be *paid in the week preceding vacation. The amount of the vacation payment will relate directly to the portion of the vacation time entitlement which is being taken at that particular time.

7.06 **VACATION PAY - ON TERMINATION:** Employees who leave the employ of the Employer will be paid vacation pay at the time of severance on the following percentage basis on the earnings of the employee for which vacation pay has not been previously paid.

- Less than one year employment 4%
- 1 year but less than 13 years employment 8%
- 13 years but less than 18 years employment 10%
- 18 years but less than 23 years employment 12%
- 23 years or more of employment 14%

7.07 If a bereavement occurs while an employee is on vacation, the time will be considered as bereavement leave not vacation time. Vacation time lost through such bereavement leave can be taken at a time mutually agreed upon by the employer and the employee.

In the event an employee becomes sick during the term of his vacation, verified by a doctor's certificate, the employee shall, upon proper notification to the employer, be considered to be on sick leave. Vacation period lost through sick leave can be taken at a time mutually agreed upon by the employer and employee.

7.08 Employees hired out of an existing bargaining unit of the Employer will be credited with the number of years of service earned in that previous bargaining unit for purposes of determining that amount of vacation entitlement only.

ARTICLE 18 - SENIORITY

- 8.01 (a) **SENIORITY PRINCIPLE:** The Parties recognize that job opportunity and seniority should increase in proportion to length of service. it is agreed that the term "seniority" as used herein, shall have reference to an employee's right to a job based upon his length of service with the Employer, and his ability to fulfil the job requirements.
- (b) All layoffs, and re-hiring after layoffs will be done strictly in accordance with the principles set forth in 8.01 (a).
- (c) **PROBATIONARY PERIOD:** Seniority of each employee covered by this Agreement will be established after a probationary period of six (6) months.

8.02 SENIORITY WILL BE MAINTAINED AND ACCUMULATED DURING:

- (a) occupational injury
- (b) absence from employment while serving in the non-permanent armed forces of Canada
- (C) absence due to illness or non-occupational injury
- (d) jury duty, Union gatherings, and collective bargaining negotiations
- (e) authorized leave of absence
- (f) employees will have lifetime recall rights
- (g) in the event of recall, and if the employee rejects the position offered, then recall rights are permanently terminated.
- 8.03 **RECALL PROCEDURE:** Laid off employees with seniority will be given the first opportunity to be recalled. Employees will be notified of recall by telephone, telegraph, or other type of message which will be confirmed by registered mail. An employee being recalled must return to work as soon as reasonably possible after the first notice of recall as described above, but no longer than ten (10) working days after receipt of the registered notice, unless otherwise mutually agreed upon by the employer and the employee.

A copy of the notice will be given to the Shop Steward or Union Committeeman.

- 8.04 (a) **SENIORITY LISTS:** The Employer will prepare Seniority lists of all employees and present to the Union within thirty (30) days of the signing of the Agreement. This list **Will** be **posted for a period** of sixty (60) days, and will establish the seniority and regular classification of an employee who does not protest his status in writing, within the said Sixty (60) days. Said lists will commence with the most senior employee, carry on downwards to the most junior employee, and contain the following information:
1. employee's name
 2. employee's starting date
 3. employee's length of service in years and days
 4. employee's regular classification
 5. probationary employees will also be shown on the list
- (b) **SENIORITY LISTS - ADDITIONAL:** Additional revised lists will be furnished to the Union as required from time to time. The union agrees not to request such lists more frequently than once each three (3) months except during the months of April through September when they will be supplied each month if requested.

ARTICLE 9 - SAFETY & HEALTH

9.01 SAFETY & HEALTH - RESPONSIBILITY:

- (a) The Employer agrees that it is the responsibility of the Employer to make adequate provisions for the safety and health- of the employees during the hours of their employment.
- (b) The Union and the Employees agree to cooperate fully with the Employer on all matters of Health and Safety.
- (c) The Employer shall supply a properly equipped First Aid/Sick Room Facility at such time as the Burnaby Off ice is expanded.

9.02 **SAFETY COMMITTEE:** it is mutually agreed that a Safety Committee consisting of employees selected by the Union will meet with an Administration representative or representatives at the request of either party. Minutes Of Such meetings will be posted on the notice board.

9.03 **HOUSEKEEPING AND SANITATION:** All -employees, as well as the Employer, will observe the rules of good housekeeping and sanitation.

9.04 **WASHROOM, LUNCHROOM:** Adequate washroom, lunchroom and a place to hang clothing will be provided by the Employer and kept in a sanitary

condition. The Employer will supply towels, soap and other supplies normally found in rest rooms. Employees will co-operate by observing the rules of cleanliness.

9.05 INJURED EMPLOYEE - TRANSPORTATION: Employees injured on the job will be provided free transportation by the Employer to and from a doctor's office, or a hospital and will be accompanied by a qualified person with First Aid training, if available on the Employer's premises. Employees requiring transportation home from a doctor's office or hospital following initial treatment shall be reimbursed for costs of such transportation.

9.06 INJURED EMPLOYEE - DAILY EARNINGS: If an employee is injured on the job and a doctor recommends no further work on that day, the Employer will maintain the employee's normal daily earnings and benefits for the day of injury.

ARTICLE 10 - GENERAL PROVISIONS

10.01 JOINT LABOUR MANAGEMENT COMMITTEE: The Employer and Bargaining Unit mutually agree to constitute a Joint Labour Management Committee. The Committee shall consist of Union Representatives and Management. The Union Committee shall be elected or appointed from the Bargaining Unit.

The Joint Labour Management Committee shall meet at least bimonthly or upon request of either party.

Subject matter shall include but is not limited to:

1. Policy/Rules
2. Workload
3. Employee Assistance

10.02 BULLETIN BOARD: The Union will have the use of one (1) bulletin board on the premises of the Employer and provided by the Employer for the purpose of posting official Union notices which may be of interest to Union members. All such material may be posted only upon the authority of the Executive Committee of the union or Shop Stewards.

10.03 NOTICE - BETWEEN EMPLOYER AND UNION: Any notice required to be given to the Employer under the terms of this Agreement will be given by registered mail addressed to the Employer at its registered address. Any notice to be given to the Union under the terms of this Agreement shall be given by registered mail addressed to the Secretary of the Union at its registered address.

10.04 **UNION ACCESS:** Representatives of the Union will have access to the Employer's premises by obtaining the permission of the management. Such permission will not be unreasonably withheld.

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

Notwithstanding the foregoing, if the death is a case of spouse, father, mother, or child, the employee shall be entitled to one (1) weeks' leave of absence with pay.

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

10.06 **APPENDICES:** The attached Appendices are a part of this Collective Agreement and the Parties are bound by their terms.

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

Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. Total hours on Jury Duty or Witness Duty and actual work on the job in one (1) day shall not exceed eight (8) hours for purposes of establishing the basic work day.

10.08 **MATERNITY LEAVE:** An employee who is pregnant shall be given unpaid leave of absence without loss of seniority or other privileges for up to thirty-four (34) weeks in addition to the eighteen (18) provided by Unemployment Insurance Commission. 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. Benefit coverage for this eighteen week period shall be according to the Employment Standards Act.

An employee may request a further additional leave of absence for a specified period of time not to exceed eighteen (18) 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. Time off will not affect an employee's right to vacation with pay.

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, parental leave of up to ten (10) weeks (and in accordance with U.I.C. language and Employment Standards) will be granted on the adoption of pre-school 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 pre-leave benefit status for M.S.P., E.H.B., H.E.P., and Life insurance.

10.09 PATERNITY LEAVE: An employee about to * become a father, or upon the adoption of a pre-school age child or children, shall be entitled to leave of absence with pay of up to five (5) days at the time of birth or adoption.

10.10 REST PERIOD: Employees will be allowed' two (2) coffee breaks of twenty (20) minutes each on Employer time: one in the first half of each shift and one in the second half.

10.11 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 not 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 office.

10.12 NOTICE OR PAY IN LIEU OF NOTICE:

(a) Commencing after thirty (30) calendar days 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 first thirty (30) calendar days 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 to five (5) years continuous service, two (2) weeks' notice in writing or two (2) weeks' wages in lieu thereof.

More than five (5) years continuous service, four (4) weeks' notice in writing or four (4) weeks' wages in lieu thereof. -

- (b) A copy of the notice of dismissal or layoff of full-time employees who have been employed more than thirty (30) calendar days shall be forwarded to the Union office at the date of giving such notice to the employee concerned.

10.13 SEVERANCE PAY: An employee who's services are terminated due to a merger, consolidation or a permanent suspension of operations, shall receive at time of reduction:

FULL-TIME CONSECUTIVE SERVICE	SEVERANCE PAY
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.

10.14 UNION APPOINTEES - IDENTIFICATION: The Union will maintain with the Employer a current list of the names of Shop Stewards, Committeemen and Staff Representatives.

10.15 UNION COMMITTEES: union committees as provided for in this Agreement, will be of a size that will not unduly curtail production.

10.16 PICKET LINE: No employee shall be required to cross a legal picket line which has been recognized by the Union.

10.17 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.

10.18 EDUCATION: Employees attending educational or training program at the request of the Employer shall receive the following:

- (a) Tuition fully paid by the Employer.

- (b) Transportation costs from Employer's place of business to education/training facility, including parking fees Where applicable. Transportation shall mean either public transportation or, where employee's vehicle is used, a adequate mileage allowance.
- (c) Per them allowance as defined for Union Representatives attending conferences and seminars.

10.19 DUAL UNION MEMBERSHIP: Employees shall have the option of a general membership in U.F.C.W. Local 1518 and shall have membership in U.S.W.A. Local 2952 as per the constitution of the U.F.C.W.

10.20 DEEMED TIME WORKED: Paid vacations, statutory holidays and A.T.O. shall be considered as actual time worked for all purposes of the Collective Agreement.

10.21 CHARITABLE DONATIONS: Employee donations to charity funds shall be on a strictly voluntary basis.

10.22 TIME OFF TO VOTE: The Employer agrees that he will fully comply with any law requiring that employees be given time off to vote.

10.23 POLYGRAPH TESTS: The Employer agrees that polygraph or similar lie detector tests will not be used.

10.24 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 Article 11 of this Agreement.

10.25 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.

10.26 HARASSMENT POLICY: It is the policy of U.F.C.W. as an Employer to ensure that the working environment is conducive to the performance of work and is such that employees are not hindered from carrying out their responsibilities. The Employer considers harassment in the workforce to be a totally unacceptable form of intimidation and will not tolerate its occurrence. The Employer will ensure that victims of harassment are able to register complaints without reprisal.

10.27 MOVING EXPENSES: Employees are subject to transfer from time to time.

1. Employees who own a home at the time of the move, and wish to rent instead of sell, are advised to hire a Rental Agency to administer the Property. Such agencies will be responsible for finding suitable tenants, collecting rents, paying mortgage fees and taxes and will

provide regular statements or revenue and expenses to the owner.
The employer will cover reasonable costs for such services.

2. All legal fees involved in selling present home and purchasing new home.
3. Moving Costs. To include packing and unpacking, insurance, proper storage if necessary.
4. Real estate fees incurred in selling of family home. Should the employee sell the home personally, he or she would be entitled to 50% of actual real estate fees at the exclusive listing rate.
5. Expenses of spouse for house or apartment hunting purposes. To include, babysitting services, car rental, etc.
6.
 - a) Lump sum amount for renters when required to break a lease to be paid by Employer.
 - b) Damage Deposit - \$1,000.00 for one month's rent. To be used as an advance and to be returned within one year.
7. LUMP sum amount for miscellaneous expense, i.e. phone, light, cable, drapes, etc., covered by receipts up to a maximum of \$1,000.00.
8. Cost of transporting one personal vehicle if necessary.

10.28 **LEAVE OF ABSENCE:**

- a) An employee who is appointed or elected to a full-time position with the U.S.W.A. or is elected to a full-time position with the Canadian Labour Congress, a Provincial Federation of Labour or a Labour Council, shall be granted leave of absence without pay and without loss of seniority for a period of two (2) years subject to renewal on application to the Employer for successive periods of two (2) years each.
- b) The Employer may, upon written request from the Union, grant leave of absence in writing without pay or loss of seniority to employees selected to perform specialized work on behalf of any body affiliated with the Union or the Employer subject to Article 10.30 -Loyalty-.
- c) The Employer will grant leave of absence(s) without pay to an employee elected to serve as M.P., M.L.A., Municipal Council, Civic Council, Labour Council, Provincial Federation, of Labour, Canadian Labour Congress. The Leave will cover the term(s) of office.

10.29 **LOYALTY:**

- a) It is agreed that in the event of a potential conflict of interest between the United Food & Commercial Workers Union, Local 1518, and the United Steelworkers of America regarding jurisdiction or other matters of a similar nature, the employees' loyalty shall be to the United Food & Commercial Workers Union.
- b) It is understood and agreed that the first priority of the employee of U.F.C.W. Local 1518 is to dedicate their service to the overall continuing welfare & Security of U.F.C.W. Local 1518 and its membership at the sole discretion and direction of the President of Local 1518 and further, to abide by the- programs and 'policies of Local 1518 as presently established and/or any future policies of the Local, including the international Constitution and the Bylaws and Constitution of U.F.C.W. Local 1518 and as set out in this Agreement.

It is further understood and agreed that the Union Representatives are under the sole direction of the. President and Chief Executive officer of U.F.C.W. Local 1518.

- 10.30 a) It is understood and agreed that in the event of U.F.C.W. Local 1518 merging with another Union or Local Union, the United Steelworkers of America will fully cooperate with the President of Local 1518 and the administration to expeditiously implement the terms of the merger document with regards to its intent and spirit as outlined to United Steelworkers of America by the President of Local 1518.
- b) In the event that employees of the merged or merging Union or Local Union do not wish to be covered by the terms of this Collective Bargaining Agreement and/or do not wish to become members of United Steelworkers of America they shall not be required to do so.
- c) United Steelworkers of America also agrees to observe the rights of any merged or merging local union or union employees in so far as they may be covered by another Collective Bargaining Agreement and/or Union membership, they are covered by the merger document or in the event they are non-union for the purposes of this Section.
- d) Nevertheless, it is understood and agreed that all new hired employees ("employees" as defined in this Collective Bargaining Agreement) shall become members of United Steelworkers of America.

10.31 **DUTY TO ACCOMMODATE:** The Employer agrees to comply with all Provincial and Federal statutes regarding Duty to Accommodate.

10.32 **U.S.W.A. EDUCATION FUND:** The Employer will contribute to the U.S.W.A. three cents (\$.03) per hour per bargaining unit employee for each hour worked for education and training of union members.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 A grievance procedure will **be established and provide for the** following:

STEP 1: The discussion of any question between the employee concerned and/or his steward, their supervisor(s) or the President of Local 1518 or his designate.

STEP 2: Should the issue not be resolved satisfactorily at Step 1, the grievance shall be reduced to writing within five (5) working days. It shall then be discussed between the employee and his/her representative and the President of Local 1518 and/or his designate.

The Employer will answer the written grievance within five (5) working days. It shall then be discussed between the employee and his/her representative and the President of Local 1518 and/or his designate.

11.02 **DISCHARGE CASES:** if an employee believes that he has been unjustly discharged he may commence grievance procedure and it will be instituted at Step 2.

11.03 **WARNING - SUSPENSION - DISCHARGE:** Employees may only be warned, suspended or discharged for proper cause. Suspension days will run as consecutive working days.

11.04 All discipline shall be removed from and shall not form part of an employee's work record one (1) Year from the date the discipline was, imposed with the exception of any matters relating to a suspension from work.

ARTICLE 12 - EXPEDITED ARBITRATION

12.01 Expedited Arbitration may be proposed by the Union or the Employer within forty-five (45) days after the grievance and has been filed as per Article 11. Within seven (7) days of referral to Expedited Arbitration, either party may proceed to Expedited Arbitration subject to the following steps:

12.02 The parties must attempt to mediate the dispute within seven (7) days of being referred to Expedited Arbitration.

12.03 If mediation should fail, an Expedited Arbitration shall be held no less than ninety (90) days after referral to Expedited Arbitration.

12.04 The Union and Company agree that grievances referred to Expedited Arbitration will be adjudicated by the firm Vincent L. Ready, Labour Arbitration and Mediation Services Ltd.

- 12.05 A final and binding decision will be handed down within twenty (20) days of the Expedited Arbitration case being held.
- 12.06 Matters not referred to Expedited Arbitration may be referred by either party to the regular arbitration procedure as contained in Article 12 and all arbitrations referred under Article 12 must be held Within ninety (90) days of referral to arbitration and a decision must be rendered within twenty (20) days of the arbitration being presented.

ARTICLE 13 - ARBITRATION

- 13.01 The Parties agree that Vince Ready or Allan Hope will act as Arbitrator. The decision of the Arbitrator shall be final and binding.
- 13.02 Each party will bear their own costs for the arbitration.
- 13.03 (a) The cost of the Arbitrator will be shared equally by the Parties.
- (b) In the case of discharge which the Arbitrator has determined to have been for an improper cause, the Arbitrator shall order the reinstatement of the employee and shall award him or her full or part back pay.

ARTICLE 14 - HEALTH AND WELFARE

14.01 MEDICAL INSURANCE:

PREMIUMS: Paid one hundred percent (100%) by Employer.

The Employer shall provide the standard medical plan supplied by M.S.P. to cover employees, spouse, or common-law spouse and dependent children. Dependent children are under age nineteen (19), or under age twenty five (25) and in full-time attendance at a recognized educational institution.

Enrolment required. Coverage effective on the first (1st) day of the month following date of employment commences.

Employer to pay all costs of medical reports required by the Employer.

14.02 EXTENDED HEALTH BENEFITS:

PREMIUMS: Paid one hundred percent (100%) by Employer.

The Employer shall provide C. U. & C. Health Services Society Extended Health Benefits.

Benefits include ambulance service, hospital co-insurance, special nursing, physiotherapy and chiropracty (with limitations). In addition to the

benefits outlined above, an extended individual financial limit of twenty-five thousand dollars (\$25,000.00) and a special rider covering clinical psychologist visits shall be provided.

Plan shall Pay eighty percent (80%) of costs 'after initial twenty-five dollars (\$25.00) yearly deductible and shall cover employee, spouse, and dependent children up to the age of twenty-one(21) or under age twenty-five (25) if attending school.

Enrolment required. Coverage effective on the first (1st) day of the month following date employment commences.

14.03 HEARING AID. EYEGLOSS AND PRESCRIPTION PLAN:

PREMIUMS: Paid one hundred percent (100%) by Employer.

The Employer Shall provide the following benefits:

1. Prepaid Drug Plan with no deductible.
2. Eyeglasses, lenses and frames to a maximum of two hundred dollars (\$200.00) per person every one (1) year. Maximum for dependents under age nineteen(19) shall be one hundred fifty dollars (\$150.00) each year.
3. Hearing aids to a maximum of three hundred fifty dollars (\$350.00) per person once every four (4) years.

The Employer shall provide coverage for employee, spouse and dependent children up to age nineteen (19) or under age twenty-five (25) if attending school.

Enrolment required. Coverage effective on the first (1st) day of the month following date employment commences.

14.04 LIFE INSURANCE:

PREMIUMS: The premium required to purchase coverage equal to three times salary shall be paid by Employer.

Eligible dependents are spouse or common-law spouse and unmarried children under the age of twenty-one (21) or older if in full-time attendance at an educational institution. Dependent life insurance policy (included) shall be five thousand dollars (\$5,000.00) for spouse and two thousand five hundred dollars (2,500.00) for each child.

Accidental Death and Dismemberment coverage is also included. in the event of accidental death, beneficiary will receive the principal amount under the A. D. and D. benefit, as well as under the Life Insurance Benefit. in other words, twice the insured amount. in the event of the loss of a

limb or limbs, or the use of eyes, or a combination thereof, varying amounts are payable.

Upon retirement, a five thousand dollar (\$5,000.00) life insurance policy for employee will be provided. Dependent life insurance for spouses reduced to two thousand five hundred dollars (\$2,500.00); dependent life insurance for children terminates, A. D. and D. coverage terminates.

In the event of termination of employment (other than retirement) the plan allows transfer to an individual policy within thirty (30) days of termination. No medical is required.

Enrolment required. Coverage effective first (1st) day of month following completion of three (3) months service.

14.05 **SUPPLEMENTARY LIFE INSURANCE:**

CARRIER: Union Labour Life Insurance Co., Washington, D.C.

PREMIUMS: Paid one hundred percent (100%) by Employer through U.F.C.W. International Office.

Life insurance policy of ten thousand (\$10,000.00) per employee. A. D. and D. benefit in the same amount. Coverage effective upon completion and acceptance of Enrolment Application.

14.06 **WEEKLY INDEMNITY:**

PREMIUMS: Paid one hundred percent by Employer.

The Employer shall provide Weekly indemnity benefits. Coverage shall be eighty percent (80%) of weekly earnings to a maximum of one thousand dollars (\$1,000.00) per week. Weekly indemnity benefits shall be paid commencing on:

1. The first day of hospitalization due to non-occupational accident or sickness, or
2. The fourth (4th) day of absence due to sickness or non-occupational accident with a fifty-two (52) week benefit period.

Weekly indemnity payments shall be in the amount of eighty percent (80%) of an employee's straight time rate of pay.

In order to maintain pension and dental credits, etc., and to alleviate the financial worry of delay the Employer will keep the employee on payroll at one hundred percent (100%) of salary, if employee has sufficient hours accumulated in the sick leave bank: eighty percent (80%) to be reimbursed by insurance to Company, twenty percent (20%) to come out of employee sick bank. If Prudential Insurance Company makes the cheque out to

employee, that cheque must be endorsed and turned over to the Employer. If employee does not wish to use accumulated sick leave credits, they will be kept on payroll at eighty percent (80%) salary.

Time absent on Weekly Indemnity up to fifty-two (52) weeks will count toward accumulated holiday time, dental contributions and pension contributions. It will not count toward accumulation of A.T.O. The maximum Weekly Indemnity benefit period is fifty-two (52) weeks.

Employees cut off from W.C.B. benefits for any reason shall be entitled to the full fifty-two (52) week Weekly Indemnity package.

Coverage shall be effective on the first (1st) day of the month following three (3) calendar months of employment.

14.07 **LONG TERM DISABILITY:**

PREMIUMS: Paid one hundred percent (100%) by Employer. The Employer shall provide Long-Term Disability benefits. Coverage commences fifty-two (52) weeks after absence began, i.e., after Weekly Indemnity is used up. Coverage is equal to eighty percent (80%) of employee's salary to a maximum of four thousand five hundred dollars (\$4,500.00) per month.

Maximum benefit period is to age sixty-five (65) or entitlement to an unreduced pension.

14.08 **ACCUMULATED SICK LEAVE:** Accumulated sick leave will be one half day per month. Maximum accumulation is forty-seven (47) days.

All- paid time off such a statutory holidays, vacations, sickness or accident, accumulated time off, etc., will be counted for the purposes of determining a full month of employment.

Sick leave must be used during the first three (3) days of absence due to sickness or non-occupational accident and may be used to make up the difference between Weekly Indemnity, or workers' Compensation Benefits and 100% of salary.

It is agreed that accumulated sick leave information will be supplied to employees on a monthly basis.

14.09 **SICK LEAVE PAY OUT:** 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 (eighty-four (84) hours), as of December 31st, 1987, and on each December 31st thereafter, shall receive a cash pay out 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 pay out. Eligible employees shall receive a cash pay out prior to January 31st of each year.

14.10 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.

14.11 Time spent on Paid Sick Leave, Weekly Indemnity, Long Term Disability, Workers' Compensation, Paid Holidays (Statutory Holidays), Vacations, Accumulated Time Off and Union Leave of Absence will be considered actual hours worked for all benefits in Article 14 - Health and Welfare and Article 16 - Pension.

14.12 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 day of absence due to injury on the job.

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 tot he compensable injury, the Employer will pay the Workers' Compensation Board portion and an amount equal to the difference between seventy-five(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 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.

14.13 MAINTENANCE OF BENEFITS: The Employer agrees to maintain the full cost of Health& Welfare premiums when an employee is absent on Weekly Indemnity, L.T.D., W.C.B., or on Sick Leave.

ARTICLE 15 - DENTAL PLAN

- 15.01 The Employer agrees to make contributions to the Retail Clerks Dental Plan of twenty-nine cents (29¢) per hour for each straight time hour of actual work by all employees within the bargaining unit of the Collective Agreement. Such contributions shall not exceed eight dollars fifteen cents (\$18.15) 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.
- 15.02 Paid vacations, statutory holidays, paid sick leave and absence while on Weekly Indemnity, Long-Term Disability, Workers' Compensation, Jury and witness Duty, Bereavement Leave and A.T.O. shall be considered as actual time worked with regard to dental credits.
- 15.03 Contributions, along with a list of employees for whom they have been made and the amount of the weekly contributions for each employee, shall be forwarded by the Employer to the Trust Company or financial institution, and subsequently to the Dental Plan as established 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.
- 15.04 It is agreed that in the event the Government of Canada or the Province of British Columbia provide a non-contributory dental care plan with similar benefits, the Employer's obligations to continue contributions to the Dental Plan shall cease. It is further understood, should a Government Plan create duplicate benefits, then these benefits shall be deleted from the Dental Plan and the Employer's contributions in respect to the cost of these benefits shall cease.
- 15.05 Orthodontic coverage shall be increased to two thousand five hundred dollars (\$2,500.00).

ARTICLE 16 - PENSION PLAN

- 16.01 **FINAL OFFER TO SETTLE - PENSION (DECEMBER 2, 1998):** The parties agree to the following terms and conditions as full and final settlement of the participation of the employees in the former Retail Clerks industry Pension Plan (R.C.I.P.P.) and the United Food and Commercial Workers Pension Plan (U.F.C.W.P.P.), its successor, as follows.
1. The Employer agrees to pay an actuarial value of **\$45.00** x years of service, less the amount of benefit payable in respect of such credited service from the U.F.C.W.P.P., upon retirement, or over a period of three (3) years.

2. a) The Employer agrees to pay to each eligible employee within thirty days a lump sum equal to the Employer contribution that would have been paid under the R.C.I.P.P. at the rate of eighty-eight cents (88¢) per hour for the years 1996 and 1997.

b) Further, the Employer agrees to pay an actuarially calculated amount equal to the difference between the standard benefit of \$41.00 x years of service and \$45.00 x years of service for the years 1996 and 1997. Years of service will be credited service the employee would have earned in 1996 and 1997 had he/she remained a member of the R.C.I.P.P. The Employer will pay this amount in three equal lump sums in December for the next three years, beginning no later than December 31, 1998.
3. Beginning January 1, 1999, included on the employees' regular paycheque and on a regular weekly pay period basis thereafter, the Employer agrees to pay each eligible employee of the employer 3%, 4%, 5%, or 6% of the Produce Manager's top rate as established in the present Canada Safeway industry agreement on the same dates as established in that agreement. For the year 1998, there will be a lump sum equal to 3% of the Produce Manager's top rate.
4. The parties agree that these undertakings, as described above, and resulting rules will be drafted by the actuaries of the U.F.C.W.P.P. and appended to the collective bargaining agreement and form part of that agreement.

16.02 Paid vacations, statutory holidays, paid sick leave and absence while on Weekly Indemnity, Long-Term Disability, Workers' Compensation, Jury and Witness Duty, Bereavement Leave and A.T.O. shall be considered as actual time worked with regard to pension credits.

16.03 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 postmarked 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 1st and July 1st 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.

16.04 **RETIREMENT BENEFITS:** An employee who retires on pension or voluntarily terminates after at least ten (10) years of service is entitled to the following:

Dental, M.S.P., E.H.B., and H.E.P. coverage will be continued with premiums to be paid one hundred percent (100%) by the Employer.

Option to convert the Life insurance Policy to a five thousand dollar (\$5,000.00) policy for the member and two thousand five hundred

dollars (\$2,500.00) for dependent spouse. Premium is retiring employee's responsibility. A. D. and D. Life Insurance terminates.

Union Labour Life insurance Co. policy will be continued with premium paid one hundred percent (100%) by the Employer.

Unused sick leave, A.T.O. and holidays will be paid out at current rate of pay.

Retirement Bonus of five (5) weeks' salary.

Car equivalent to the car supplied to You by the Union for Union business or cash equivalent.

The Employer agrees to fund the expense of a final move at retirement for each bargaining unit member.

ARTICLE 17 - LEAVE OF ABSENCE WITHOUT PAY

17.01 LEAVE FOR PERSONAL REASONS:

- (a) An employee may be allowed a leave of absence without pay for up to thirty (30) days for personal reasons if:
 - (i) he/she requests it from the Employer in writing, and
 - (ii) the Employer believes the leave is for a good reason and does not interfere With the Employer's operations.

If the employee takes a job elsewhere during this leave of absence without joint approval of the Employer and the Union, he will be considered as having terminated his employment.

- (b) A leave of absence may be extended up to an additional thirty (30) calendar days if there is good reason and the Employer and the Union Committee agree to it. The Employer must request the extension in writing before his first leave period has terminated.
- (c) The Union will be notified of all leaves granted under this Section.

17.02 LEAVE TO ATTEND UNION GATHERINGS:

- (a) Employees who have been elected or appointed by the Union to attend international, National or Local gatherings will be granted leave of absence for this purpose. Not more than one (1) employee may take such leave at one time and they must give the Employer ten (10) working days notice in writing. This notice must be confirmed by the Union. Leave will not exceed three (3) weeks, plus reasonable travel time.

- (b) Leave of absence will be granted on request to not more than two (2) employees who have been selected by the Union to attend collective bargaining sessions or emergency gatherings of the Union.

17.03 **LEAVE FOR UNION BUSINESS:**

- (a) The Employer will grant an employee leave of absence up to one (1) year to work for the local or International Union. The employee must request the leave of absence in writing and the President of U.F.C.W. Local 1518 may approve it. This leave may be extended for additional periods at the request of the Union. one month's notice in writing must be given prior to requesting this leave.
- (b) Not more than two (2) employees may be on leave under this Section at any one time and in no instance will two such leaves be granted in any six (6) month period.

17.04 **EDUCATION 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 without pay and upon approval of the President.

The following terms and conditions shall apply to such leaves:

- (a) One (1) employee at any one time shall be eligible for educational leave.
- (b) Application for leave shall be in writing.
- (c) Seniority shall be the determining factor in scheduling of leave.
- (d) Such leave will be granted on a one time 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 another Employer.
- (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 on leave 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 pre-leave benefit status for M.S.P., E.H.B., H.E.P., and Life Insurance in advance by quarterly installments.

17.05 **GENERAL LEAVE:** Employees with five (5) or more years of continuous service with the Employer shall be entitled to a general leave of absence without pay for up to one (1) year. Terms and conditions as set out in 17.04 shall apply. The employee will continue to maintain and accumulate seniority while on this leave. Employee may prepay benefits. This leave will not be taken in conjunction with any other leave of absence.

17.06 **SABBATICAL:** Employees will be allowed eight (8) weeks off without pay (in addition to regular vacations) after accumulating ten (10) years seniority and an additional eight (8) weeks without pay for each additional ten (10) year period that they are employed. Such leave may be taken in conjunction with their annual vacation if they so desire.

ARTICLE 18 - WAGES

18.01 **WAGE SCHEDULE:**

- (a) The job classifications and rates of pay listed in the attached Wage Schedule are agreed upon by both parties and are a part of this Collective Agreement.
- (b) The rates set forth in the attached Wage Schedule may not be used in any way for the purpose of reducing the wage rate(s) presently received by an employee(s).
- (c) The rates for the classifications set forth in this Agreement, and for any subsequent mutually agreed upon additions thereto, are the agreed upon rates for those classifications, and therefore no employee may perform work within classifications for a rate other than the rate set forth in this Agreement. The refusal of an employee to perform work contrary to the provisions of this Section, shall not constitute grounds for any reprimand or any form of disciplinary action, or dismissal by the Employer.
- (d)
 - (i) It is understood and agreed that when new employees are hired by the President of Local 1518 and at the discretion of the President of Local 1518, such new employees may commence employment within any classification or at any rate of pay within the wage scale.
 - (ii) it is understood and agreed that the President of U.F.C.W. Local 1518 may at his discretion hire from time to time temporary or special representatives whom shall not be covered by this Agreement.

- 18.02 (a) **NEW OR CHANGED JOB CLASSIFICATION:** if any new job classifications are established, or if there is a significant change in the job content of any job classification(s) set forth in this Wage Schedule, or if any job classification(s) have been overlooked in this Wage Schedule, the Parties hereto are agreed to negotiate a rate for the job(s) in question.
- (b) If the Parties are unable to reach agreement then the dispute will be settled through the Grievance and Arbitration procedures of this Agreement.
- 18.03 **CHEQUE ISSUE - No DELAY:** The Employer-will make provisions that there will be no undue delay in issuing cheques on pay day.
- 18.04 **STATEMENT OF EARNINGS:** The rate or rates of pay, hours of work, details for overtime hours and all necessary and pertinent information including A.T.O. and Sick Leave accumulated hours will be furnished to each employee on his pay statement so that the employee can clearly understand how his total pay was calculated. The Employer agrees to include, to the degree that can be accomplished, all pertinent payroll information such as A.T.O. credit, Sick Leave credit, etc.
- 18.05 **PAYMENT OF WAGES - IRREGULAR:** Any employee being discharged, laid off, or leaving of his own accord will be paid all wages due to him as promptly as possible, or, in any event, within forty-eight (48) hours of the expiration of the next working day.
- 18.06 **EQUAL PAY FOR EQUAL WORK:** Where an employee has the necessary qualifications and has the ability to handle the work, there shall be no discrimination between men and women in the matter of appointments to vacant positions, nor salaries for such positions.

In this Agreement, any words importing the masculine gender include female persons and any words importing the female gender include male persons, singular or plural.

18.07 Any monetary and benefit increase enjoyed by members of Canada Safeway Ltd. (or the largest food retailer represented by U.F.C.W. 1518), shall similarly be effective on the same dates and in the same amounts for all members of the bargaining units, as described in the Bylaws of U.F.C.W. 1518, Local Union Bylaws.

ARTICLE 19 - JOB POSTING

- 19.01 (a) **JOB OPENINGS:** Effective at date of Certification, all job openings in the bargaining unit, will be posted on the bulletin board for five (5) working days.

- (b) From time to time there may occur openings within the labour movement, the international Union, other U.F.C.W. Locals or within Local 1518, which are temporary or provide opportunities which may be of interest to employees within the Local. The President of Local 1518 shall keep employee apprised of those jobs that come to his attention which may be appropriate for the present employees of Local 1518.
- (c) Transfers to be offered by job posting. If no senior employee accepts the opening then the least senior employee may be assigned (See Letter of Understanding #8).
- (d) Where two applicants on a job posting are relatively equal, seniority shall be used as the determining factor.
- (e) Job postings will be subject to the grievance procedure.

19.02 JOB APPLICATIONS (DELAYED):

If an employee is not at work, for the following reasons, when a job is posted, he may apply for the job, if he does so within three (3) working days of his return to work.

- 1. vacation
- 2. authorized leave of absence not exceeding thirty (30) days
- 3. absence resulting from an accident or illness not exceeding thirty (30) days
- 4. absence on Workers' Compensation not exceeding thirty (30) days.

19.03 SELECTION OF SUCCESSFUL APPLICANT: Preference will be given to applications from the most senior employees in accordance with the principles established in Section 8.01 (a) of this Agreement.

19.04 TRIAL PERIOD: The successful applicant may be entitled to up to thirty (30) working days (or longer if agreed to by the parties) and not less than five (5) working days trial period.

19.05 RETURN TO FORMER JOB:

- (a) In the event that an employee is promoted in accordance with the provisions of this Article and within thirty (30) days (or longer if agreed to by the Parties of such promotion he is not performing efficiently, or the employee wishes to do so, he will revert to his immediate previous job, without loss of seniority.

- (b) if additional people are required, they will be drawn from the previous posting, provided, however, there are enough applicants on the previous posting to fill the vacancy.

19.06 SUCCESSFUL APPLICANT NOTICE: The name of the successful applicant will be posted no later than five (5) days after the removal of the Job Posting notice.

All job postings not filled by successful applicants within thirty (30) days are considered void.

19.07 In the event that none of the applicants meet the requirements of the job. in relation to Section 8.01 (a) of this Agreement or in accordance with Article 19.01 of this Agreement, the Employer may fill the vacancy from any available source.

ARTICLE 20 - TECHNOLOGICAL CHANGE

20.01 In the event that the Employer introduces a technological change which results in:

Displacement of employees from employment with the Employer. The Employer will co-operate with Canada Manpower training facilities to train such employees, if there are job openings with the Employer, and such employees have the necessary potential to fill the positions.

ARTICLE 21 - SAVINGS CLAUSE

21.01 Should any part of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any judgment or order of a court, tribunal or board of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and such remaining portions shall continue in full force and effect.

21.02 in the event that any clause or section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the Parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either Party for the purpose of implementing the requirements of any such order, judgement or legislation or for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the Parties do not agree on a mutually satisfactory replacement, they shall submit the matter to arbitration.

ARTICLE 22 - HUMANITY FUND

21.01 Employees shall pay forty (40) cents per week times 52 weeks = \$20.80 per year. Employer will handle administration on an annual basis.

ARTICLE 23 - JUSTICE & DIGNITY

23.01 An employee whom the Employer suspends for longer than one (1) week without pay, or discharges or whom it contends has lost his/her seniority under Section 8 shall be retained at or returned to active work until any grievance contesting such suspension, discharge or break in service question is finally resolved through the grievance and arbitration procedure.

However, the employee may be removed from active work (without pay) until the resolution of the Grievance protesting the suspension, discharge or termination presents a danger to the safety of employees due to fighting, theft, or concerted refusal to perform their assigned work.

The above referenced to suspension, discharges and terminations are examples and are not to be all-inclusive but indicated how the various types of issues will be handled.

If a suspension or discharge should be revoked by the Employer sustained in arbitration proceedings, the Employer will reinstate the employee without loss of seniority or accredited service and he/she will be made whole. A lesser settlement may be agreed to by the employee, grievance committee and Local Union Administration.

ARTICLE 24 - DURATION OF AGREEMENT

24.01 This Agreement shall be for a period of three years, from April 1, 1998, to and including March 31, 2003, and from year to year thereafter subject to the right of either Party to the Agreement within four (4) months immediately preceding the date of expiry of this Agreement, which is March 31, 2003, or immediately preceding the 3111 day of March in any year thereafter, by written notice to require the other Party to the Agreement to commence collective bargaining.

24.02 Should either Party give written notice to the other Party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike or the Employer shall give notice of lockout or the Parties shall conclude a renewal or revision of this Agreement or a new Collective Agreement whichever shall first occur.

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

IN WITNESS WHEREOF the parties have hereto executed this Agreement this

day of

11999.

UNITED FOOD & COMMERCIAL
WORKERS, LOCAL 11SIS

UNITED STEELWORKERS OF
AMERICA, LOCAL 2952
Union Representatives' Unit

LETTER OF UNDERSTANDING #1

Between: UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL 1518
(Hereinafter referred to as "THE EMPLOYER")

And: UNITED STEELWORKERS OF AMERICA, LOCAL UNION 2952
UNION REPRESENTATIVES' UNIT
(Hereinafter referred to as "THE UNION")

It is understood that the hours of work and work loads of a Business Representative must be flexible; however, when areas of concern arise with respect to the above, the employer and a committee of employees will meet to earnestly endeavour to resolve the problem.

The Committee shall consist of an equal number of Business Representatives and Management people, including the Shop Steward.

LETTER OF UNDERSTANDING #2

**Between: UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL 1SIS
(Hereinafter referred to as "THE EMPLOYER")**

**And: UNITED STEELWORKERS OF AMERICA, LOCAL UNION 2952
UNION REPRESENTATIVES' UNIT
(Hereinafter referred to as "THE UNION")**

MEALS & EXPENSES

2.01 Per Diem - \$13.50 per day

2.02 Where a Union Representative is required to hold an evening meeting in his servicing area and as a result of time constraints or distance it is not reasonable to expect he could eat at home the employee may charge the Local \$20.00 for meal expenses.

2.03 A late night arrival adjustment of \$250.00 quarterly will be paid to each member in recognition of late night work.

2.04 Meal Allowance

Out of Town - \$10.00/\$12.00/\$20.00

out of Province - \$50.00 per day

Conventions - \$60.00 per day in U.S. Funds if in U.S.A.

2.05 Other expenses shall include:

Hotel ROOMS

Meeting ROOMS

Meals for members

Toll & Ferry Charges

Taxis, where required

LETTER OF UNDERSTANDING #3

Between: **UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL 1518**
(Hereinafter referred to as "THE EMPLOYER")

And: **UNITED STEELWORKERS OF AMERICA, LOCAL UNION 2952**
UNION REPRESENTATIVES' UNIT
(Hereinafter referred to as THE UNION"),

TRANSPORTATION

3.01 The Employer agrees to provide leased cars for employees coming within the scope of this Agreement based on the existing system. It is understood that the Employer shall provide a new leased vehicle for the duration of the lease (normally 25 months) unless the employee concerned agreed to the extension. The terms shall be as agreed to by the leasing company and the Union.

3.02 For the purpose of clarity, the basic vehicle will be of the present make or its equivalent plus automatic transmission, radio, cassette player, windshield washers, seat belts, side mirror, block heater, air conditioning, cruise control, power steering and survival kits for Union Representatives working in isolated areas. Metal studded tires shall be provided on request where climatic or particular road conditions require same. The Employer agrees to consider requests for optional equipment on leased vehicles required for certified medical reasons, e.g. special seating. ABS Brakes -Employer will pay 50% of cost for ABS brakes. Total cost is \$35.00 per month. Employees to pay \$17.50 also, if ABS brakes are desired.

3.03 It is agreed that employees shall have the personal use of the car. Gas used for personal use outside a radius of 500 miles from the office location will not be paid for by the Employer.

3.04 MILEAGE ALLOWANCE

a) Those employees in the bargaining unit who are not covered by the leased vehicle plan shall receive a mileage allowance of 30 cents per kilometre when using their own automobile for the Employer's business.

b) Any future car allowance must be approved by the Union.

3.05 The Employer agrees to investigate the feasibility of a revised policy covering leased vehicle operators, e.g. spouses, dependents age twenty-five (25) and under. Should such a policy prove feasible it shall be discussed prior to its implementation.

- 3.06 The administration understands that the lease of automobiles is of concern to employees and will discuss with the employees the terms of the lease arrangement as negotiated by the administration prior to implementing the agreement.
- 3.07 Auto insurance deductible will be paid for in total by the Employer for any accident which occurred while a Union Representative was driving the car.

LETTER OF UNDERSTANDING #4

Between: **UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL 1518**
(Hereinafter referred to as "THE EMPLOYER")

And: **UNITED STEELWORKERS OF AMERICA, LOCAL UNION 2952**
UNION REPRESENTATIVES' UNIT
(Hereinafter referred to as "THE UNION")

OUT OF PROVINCE ASSIGNMENTS

It is understood that from time to time members of both locals of the United Steelworkers employed by Local 1518 of the U.F.C.W., British Columbia may be required to leave the province to assist other locals as per direction from the President. It is understood that such leave may be up to 3 weeks in duration and shall be rotated equally amongst all members of the bargaining units. Further, any stays longer can be approved by the President by mutual consent.

If an employee is required on an out of province assignment for more than three (3) weeks, such employee(s) shall be allowed to return home every two (2) weeks.

It is also understood that out of province assignments for educational purposes may be for longer duration and not subject to the above language.

LETTER OF UNDERSTANDING 15

Between: UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL 1518
(Hereinafter referred to as "THE EMPLOYER")

And: UNITED STEELWORKERS OF AMERICA, LOCAL UNION 2952
UNION REPRESENTATIVES' UNIT
(Hereinafter referred to as "THE UNION")

TEMPORARY OR RELIEF PERSONNEL

It is understood that such temporary personnel should not exceed six months in duration and further, should this person be offered a permanent position they shall retain their seniority to date of first hire as temporary person.

LETTER OF UNDERSTANDING #6

Between: UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL 1518
(Hereinafter referred to as "THE EMPLOYER")

And: UNITED STEELWORKERS OF AMERICA, LOCAL UNION 2952
UNION REPRESENTATIVES' UNIT
(Hereinafter referred to as "THE UNION")

CONVENTIONS

It is understood that all members shall have opportunity to attend conventions and such through 1/3,1/3,1/3, method as specified by the President.

LETTER OF UNDERSTANDING #7

Between: **UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL 1518**
(Hereinafter referred to as "THE EMPLOYER")

And: **UNITED STEELWORKERS OF AMERICA, LOCAL UNION 2952**
UNION REPRESENTATIVES' UNIT
(Hereinafter referred to as "THE UNION")

Present employees as of May 25th, 1989, should they be transferred to an out-of-town area shall be a minimum of 3 years to a maximum of 5 years. This may vary by mutual agreement. This language will not apply to new hires.

"Bid on Job Posting" Employer will pay moving cost once only during career. Costs to include packing, loading, unloading, insurance and move.

LETTER OF UNDERSTANDING #8

Between: **UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL 1518**
(Hereinafter referred to as "THE EMPLOYER")

And: **UNITED STEELWORKERS OF AMERICA, LOCAL UNION 2952**
UNION REPRESENTATIVES' UNIT
(Hereinafter referred to as "THE UNION")

This is to confirm and clarify the Policy Of U.F.C.W. Local 1518 as it pertains to Article 15.04 Retirement Benefits:

That all employees will receive a new car or cash equivalent to that supplied by the Employer when and if they qualify under the terms of this Article.

LETTER OF UNDERSTANDING #9

Between: **UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL 1518**
(Hereinafter referred to as "THE EMPLOYER")

And: **UNITED STEELWORKERS OF AMERICA, LOCAL UNION 2952**
UNION REPRESENTATIVES' UNIT
(Hereinafter referred to as "THE UNION")

This is to confirm and clarify the policy of U.F.C.W. Local 1518 as it pertains to hotel accommodations:

When employees of the Local are on assignment -remote from their normal community of residence, or where requested by the President, i.e. servicing, organizing, conferences or conventions, etc., and where possible, employees shall be allowed separate and individual hotel rooms.

LETTER OF UNDERSTANDING #10

Between: **UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL 1518**
(Hereinafter referred to as "THE EMPLOYER")

And: **UNITED STEELWORKERS OF AMERICA, LOCAL UNION 2952**
UNION REPRESENTATIVES' UNIT
(Hereinafter referred to as "THE UNION")

This is to confirm and clarify the policy of U.F.C.W. Local 1518 as its pertains to out of province flights:

Employees Shall be allowed to travel executive or business class, where these services are available, on flights over 2 1/2 hours' duration.

LETTER OF UNDERSTANDING #11

Between: **UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL 1518**
(Hereinafter referred to as "THE EMPLOYER")

And: **UNITED STEELWORKERS OF AMERICA, LOCAL UNION 2952**
UNION REPRESENTATIVES' UNIT
(Hereinafter referred to as "THE UNION")

This is to confirm and clarify the policy Of U.F.C.W. Local 1518 as it pertains to fitness:

The Employer will pay Y.M.C.A./Y.W.C.A. membership fees or equivalent (i.e. if membership fee is \$200.00 at the Y.M.C.A./Y.W.C.A., Employer will pay only \$200.00 toward membership fee at another club.

LETTER OF UNDERSTANDING #12

Between: UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL 1518
(Hereinafter referred to as "THE EMPLOYER")

And: UNITED STEELWORKERS OF AMERICA, LOCAL UNION 2952
UNION REPRESENTATIVES' UNIT
(Hereinafter referred to as "THE UNION")

This is to confirm and clarify the policy of U.F.C.W. Local 1518 as it pertains to Clothing:

The Employer will provide an appropriate jacket. and two pairs of pants or skirts, on an as needed basis.

Effective 1, January 1995, a \$250.00 clothing allowance will be paid quarterly so that all staff will have an appropriate uniform.

LETTER OF UNDERSTANDING #13

Between: **UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL 1518**
(Hereinafter referred to as "THE EMPLOYER")

And: **UNITED STEELWORKERS OF AMERICA, LOCAL UNION 2952**
UNION REPRESENTATIVES' UNIT
(Hereinafter referred to as "THE UNION")

The Employer and the Union to establish a Joint Committee to discuss the following matters:

- Work loads and hours of work
- Job postings versus assignment of servicing territories
- Differed wages
- The impact of the Federal income Tax Act and Regulations upon. benefits under the collective agreement

The Joint Committee will have regard to the need to:

- Promote co-operative resolution of the above matters
- Promote better understanding and communications
- Respond and adapt to changes facing the parties

At the request of either party, the parties will appoint a mutually acceptable facilitator to assist the parties.

LETTER OF UNDERSTANDING #14

Between: UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL 1518
(Hereinafter referred to as "THE EMPLOYER")

And: UNITED STEELWORKERS OF AMERICA, LOCAL UNION 2952
UNION REPRESENTATIVES' UNIT
(Hereinafter referred to as "**THE UNION**")

C.O.L.A. to be at par with Overwaitea/Safeway collective agreement.

LETTER OF UNDERSTANDING #15

Between: **UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL 1518**
(Hereinafter referred to as 'THE EMPLOYER')

And: **UNITED STEELWORKERS OF AMERICA, LOCAL UNION 2952**
UNION REPRESENTATIVES' UNIT
(Hereinafter referred to as "THE UNION")

Presented to U.S.W.A. January 18,1999, @ 6:35 P.M.

1. For employees of U.F.C.W. Local 1518 who are on the payroll of the Employer as of this date (January 18,1999), the Employer will pay eighty eight cents (88¢) per hour to employees who were on W.I./ L.T.D. in the years 1996 and 1997.
2. The Employer will also pay sixty-eight cents (68¢) per hour for all hours paid on W.I. and L.T.D. to all employees, for the purposes of pension credits, on the payroll as of this date, for the year 1998.
3. For the year beginning 1999, and the future, the Employer will pay the various pension percentages on the same basis as the major food retailers pay into the U.F.C.W.P.P. to each employee. This money will be paid as a wage premium, but will be included as wages for the purposes of reporting Pension Plan credits, but not for vacations, statutory holidays, (non-impacting) or any other benefits paid directly by the Employer to employees. In the future this amount shall rise to a maximum of six percent (6%) of the Produce Manager's rate, to be paid in the same method and manner as outlined in the Safeway collective bargaining agreement, and as outlined in the FINAL OFFER TO SETTLE dated December 2,1998 (see Article 16.01).
4. For all employees on the payroll of the Employer as of this date (January 18,1998), the one dollar fifty cent (\$1.50) per day per diem for the Union Representatives will be paid, including retro to January 1, 1999, on or before the second week of February 1999.

APPENDIX "A"
WAGE SCHEDULE

April 5, 1998

Starting Rate	$\$22.72 \times 2080 = \$47,257.60 \times 10\% = \$51,983.36$
organizer Rate	$\$22.72 \times 2080 = \$47,257.60 \times 20\% = \$56,709.12$
Business Rep Rate	$\$22.72 \times 2080 = \$47,257.60 \times 30\% = \$61,434.88$
Journeyman Rep Rate	$\$22.72 \times 2080 = \$47,257.60 \times 40\% = \$66,160.64$
Supervisor Rate	$\$22.72 \times 2080 = \$47,257.60 \times 50\% = \$70,886.40$

April 4, 1999

Starting Rate	$\$22.92 \times 2080 = \$47,673.60 \times 10\% = \$52,440.96$
Organizer Rate	$\$22.92 \times 2080 = \$47,673.60 \times 20\% = \$57,208.32$
Business Rep Rate	$\$22.92 \times 2080 = \$47,673.60 \times 30\% = \$61,975.68$
Journeyman Rep Rate	$\$22.92 \times 2080 = \$47,673.60 \times 40\% = \$66,743.04$
Supervisor Rate	$\$22.92 \times 2080 = \$47,673.60 \times 50\% = \$71,510.40$

April 2, 2000

Starting Rate	$\$23.12 \times 2080 = \$48,089.60 \times 10\% = \$52,898.56$
organizer Rate	$\$23.12 \times 2080 = \$48,089.60 \times 20\% = \$57,707.52$
Business Rep Rate	$\$23.12 \times 2080 = \$48,089.60 \times 30\% = \$62,516.48$
Journeyman Rep Rate	$\$23.12 \times 2080 = \$48,089.60 \times 40\% = \$67,325.44$
Supervisor Rate	$\$23.12 \times 2080 = \$48,089.60 \times 50\% = \$72,134.40$

April 1, 2001

Starting Rate	$\$23.52 \times 2080 = \$48,921.60 \times 10\% = \$53,813.76$
Organizer Rate	$\$23.52 \times 2080 = \$48,921.60 \times 20\% = \$58,705.92$
Business Rep Rate	$\$23.52 \times 2080 = \$48,921.60 \times 30\% = \$63,598.08$
Journeyman Rep Rate	$\$23.52 \times 2080 = \$48,921.60 \times 40\% = \$68,490.24$
Supervisor Rate	$\$23.52 \times 2080 = \$48,921.60 \times 50\% = \$73,382.40$

April 7, 2002

Starting Rate	$\$24.22 \times 2080 = \$50,377.60 \times 10\% = \$55,415.36$
Organizer Rate	$\$24.22 \times 2080 = \$50,377.60 \times 20\% = \$60,453.12$
Business Rep Rate	$\$24.22 \times 2080 = \$50,377.60 \times 30\% = \$65,490.88$
Journeyman Rep Rate	$\$24.22 \times 2080 = \$50,377.60 \times 40\% = \$70,528.64$
Supervisor Rate	$\$24.22 \times 2080 = \$50,377.60 \times 50\% = \$75,566.40$