

COLLECTIVE AGREEMENT

BETWEEN

IKEA CANADA LIMITED PARTNERSHIP

AND

TEAMSTERS LOCAL UNION No. 213



November 3, 2014 – December 31, 2022

WALTER CANTA
Secretary-Treasurer

04477(10)

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THIS AGREEMENT entered into this 3rd day of November, 2014

BETWEEN: **IKEA CANADA LIMITED PARTNERSHIP**
3320 Jacombs Road
Richmond, British Columbia;

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND: **TEAMSTERS LOCAL UNION No. 213,**
affiliated with the International Brotherhood
of Teamsters, of the City of Vancouver, in the
Province of British Columbia;

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

Purpose & Intent

...The general purposes of this Agreement are:

- (a) to provide an orderly collective bargaining relationship between the Employer and the Union, to secure fair and prompt disposition of grievances to prevent interruption of work for both co-workers and our customers, consistent with the terms of this Agreement; and
- (b) to work together to foster a harmonious working relationship and a workplace that promotes participation and cooperation. The parties share a goal to support both our customers and co-workers and to promote a successful business.

1. BARGAINING AGENCY AND DEFINITION

- (a) The Employer recognizes the Union as the sole collective bargaining agency of all co-workers as set out in the Certificate of Bargaining Authority.
- (b) The term co-worker as used in this Agreement shall apply to members of the bargaining unit working in any job which is covered by the Certificate and/or this Agreement, except casual co-workers as defined by this Agreement, or except as otherwise provided in this Agreement.
- (c) All work within the bargaining unit shall be performed only by those persons coming within the bargaining unit who are members of the Union as prescribed herein, or who are eligible to become members under Article Three (3) herein.

2. DURATION OF AGREEMENT

This Agreement shall be in full force and effect from and including November 3rd, 2014 to and including December 31st, 2022, and shall continue in full force and effect from year to year thereafter, subject to the right of either party to this Agreement within four (4) months immediately preceding the expiration, or immediately preceding the anniversary date in any

year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the collective agreement, or a new collective agreement.

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 and such strike has been implemented, or the Employer shall give notice of lockout and such lockout has been implemented, or the parties shall conclude a renewal or revision of the Agreement or a new collective agreement.

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

3. UNION SECURITY

- (a) The Union recognizes the right of the Employer to hire whom they choose, subject to the seniority provisions contained herein. The Employer shall however, give the Union the opportunity to refer suitable applicants for employment.
- (b) The Employer agrees that when he hires new co-workers, the Employer shall have such new co-workers fill in the required Union Membership and Death Benefit cards prior to commencing work, and mail same in to the Union office immediately.
- (c) All co-workers shall be required to be a member of the Union as a condition of employment with the Employer. Should any co-worker covered by the bargaining unit cease or refuse to become a member in good standing of the Union, the Employer shall, upon notification from the Union, discharge such co-worker.

4. DEDUCTION OF DUES, ETC

- (a) The Union shall each month mail to the Employer a check-off form, in duplicate, setting out the name of each co-worker and the amounts of dues, etc. they owe. The Employer shall delete any names from such list of co-workers who have terminated since the previous list.
- (b) All co-workers shall be required to sign authorization for a check-off of Union dues, fees, fines, and assessments which may be levied by the Union in accordance with the Constitution and/or By-Laws. Such check-off shall be irrevocable.
- (c) The Employer shall deduct and pay over to the Secretary-Treasurer of the Union, any monthly dues, fees, fines, and assessments levied in accordance with the Union's By-Laws, owing by said co-workers hereunder to the said Union. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of each following month, and one (1) copy of the check-off list as above mentioned.
- (d) All Union dues are to be trust monies, in trust for the co-workers and shall be paid to the party entitled thereto not later than the due date.

- (e) The Employer shall record on each co-worker's T-4 slip, the Union dues deducted and submitted on behalf of the co-worker.

5. SAFETY AND HEALTH

- (a) All parties recognize that safety and health in the workplace is everybody's responsibility. The Employer will promote and maintain working conditions and safe work practices that avoid risks to co-workers, customers, visitors and property. Co-workers will comply with rules, policies and procedures while observing safe work practices. In this regard all shall comply with all applicable legislation pertaining to occupational health and safety.
- (b) The Employer will provide and maintain in good operating condition all tools and equipment required by co-workers to safely perform the functions of their job. Tools and equipment will be the property of the Employer at all times. If tools are specifically assigned to a designated co-worker, such co-worker shall be responsible if such tools are lost. No co-worker shall be required to use their car for Employer business.
- (c) A co-worker who reasonably considers that any equipment or practice on the premises is believed to endanger their own health and safety or that of another co-worker shall immediately bring it to management's attention. If the matter is not resolved to the co-workers satisfaction the shop steward will be notified and the said co-worker will not be required to perform the work or use the tool in question, until the joint investigation is completed.
- (d) As a condition of employment, employers are required to provide and employees are required to wear personal protective equipment at all times.
- (e) Bargaining Unit co-workers who have been selected to fulfill the role of a First-Aid Attendant shall be paid one dollar (\$1.00) per hour in addition to his/her hourly rate of pay. If the Employer requests any co-worker to take a First Aid course, the Employer shall reimburse the said co-worker for the full cost of the fees and course expenses (receipts must be presented). The co-worker shall also be paid at his or her hourly rate of pay at straight time rates (no premium or shift differentials) for all hours the co-worker attends classes. This does not include travel time or travel expenses.

6. UNION ACTIVITIES OF CO-WORKERS AND LEAVE OF ABSENCE

Introduction

Upon written request and with at least three (3) weeks' notice where possible, leaves of absence without pay may be granted to co-workers for valid personal reasons. Seniority shall be maintained but not accumulated during absences of up to one (1) year, unless specified otherwise. The Employer can request reasonable documentation prior to granting such leaves.

Co-workers are required to notify the Employer of dates expected to return from approved leave as soon as possible, in order to minimize schedule disruptions for all members. Upon notification, the co-worker will be added into the next unpublished schedule.

- (a) (i) The Employer shall allow time off work, without pay, except as otherwise stipulated in this Agreement, to any person who is serving as a Union delegate to any conference or function. During negotiations, the Union may have two (2) Shop Stewards in attendance and their wages shall be paid on a straight time basis to a maximum of eight (8) hours in any one (1) day by the Employer. Any other members of the Bargaining Committee in attendance will be paid by the Union.
- (ii) When a co-worker hereunder is elected or appointed to a full-time job with the Union, he or she shall be granted a leave of absence for a period of up to one (1) year during which his or her seniority shall be maintained, but will not accumulate. Upon return from leave, the co-workers shall be returned to the payroll, but shall not be guaranteed his or her previous positions.

Medical Leave

- (b) When a co-worker must be absent due to an illness or injury, whether work related or not, the co-worker must submit sufficient medical documentation completed by a treating physician before the unpaid leave will be granted. The co-worker is required to stay in direct and regular contact with the Employer and provide updated medical when requested to substantiate their absence. The Employer will exhaust the co-workers' sick leave entitlement prior to the co-worker going off on unpaid medical leave. Co-workers returning to work will be required to provide a medical clearance letter to the Employer prior to the co-worker being added back to the schedule. Co-workers on long term disability shall continue to receive benefits according to the policy under which they are covered. Co-workers absent from work on medical leave shall maintain and accumulate seniority for the duration for their leave.

Bereavement Leave

- (c) In the case of death in the immediate family, the co-worker shall be granted bereavement leave of absence with full pay for five (5) working days. Immediate family means: mother, father, step-parents, brother, sister, children, stepchildren, spouse or common-law spouse. A leave of absence with full pay for three (3) working days shall be granted in the case of death of: mother/father-in-law, sister/brother-in-law, grandparents, and grandchildren. The amount of pay for part-time shall be equivalent to the co-worker's regularly scheduled daily hours at the time of the leave.

For the purpose of this Article only, common-law spouse is defined as a person who is publicly represented as the co-worker's partner, and who has lived with the co-worker, in the same dwelling, for a period of one year or more.

Jury Duty

- (d) It is the intent of the Employer to make co-workers whole for all time lost due to necessary attendance on Jury Duty or any Court proceedings where subpoenaed as a witness. Co-workers shall be paid for at the rate of pay applicable to the said co-worker. All Jury Duty pay or witness payments received by the co-worker from the Courts or otherwise shall be submitted to Human Resources for top-up. Top-up pay determination

for full timers will be provided for each day co-workers would have otherwise been scheduled to work for the Employer, up to a maximum of four (4) weeks. Part-timer top-up will be based on the average of the last four (4) weeks prior to Jury Duty leave commencing, to a maximum of four (4) weeks.

Co-workers will provide the Employer with written proof of being called for Jury Selection, Jury Duty or any Court proceedings as soon as possible and such leaves will be granted. Co-workers will remain on the schedule until confirmation of Jury Duty is received.

Once a co-worker is released from Jury or Witness Duty, he or she shall be returned to the job classification and pay rate he or she was on prior to such duty.

General Leave of Absence

- (e) (i) A co-worker who has been employed by the Employer continuously for a period of not less than one (1) year may apply for a leave of absence for a period not exceeding six (6) months. Leaves shall be granted at the discretion of the Employer.
- (ii) Where the leave of absence is greater than thirty (30) days, the co-worker is responsible for his or her own health and welfare benefits coverage.
- (iii) In order to maintain health and welfare benefits coverage, the co-worker must make full payment for the coverage prior to the commencement of the leave of absence.
- (iv) Vacation pay does not accumulate during a general leave of absence.

Build-up Leave

- (f) Co-workers who choose to take leave of absence for the purpose of joining a build-up or re-model in another store, shall accumulate seniority for a period of up to a maximum of six (6) months. Thereafter, the co-worker shall maintain his or her seniority, unless he or she takes a full-time position with the other store.

Compassionate Leave

- (g) The Employer will grant Compassionate Leave in accordance with the Employment Standards Act and/or in accordance with benefits payable through the Employment Insurance Act.

Return to Work

- (h) (i) It is the intent of all parties to work jointly to identify meaningful and available work that is within the co-workers precautions/physical capabilities in order to facilitate a safe and timely return to work. If the co-worker is unable to return to full duties; use of a gradual return to work plan may be utilized to facilitate a safe

return to work with the ultimate goal of returning co-workers to their pre-injury position. It is the co-workers responsibility to comply with the recommendations of treating health professionals, attend all medical or rehabilitation appointments, attend independent assessments as requested, provide updated medical as requested and stay in direct and regular contact with both the WCB case manager and the Employer.

- (ii) When a co-worker goes on Compensation, the co-worker shall, when the Compensation Board determines they may return to work, be returned to the payroll at their previous job and applicable rate of pay prior to being off on Compensation, assuming the position still exists and if it does not, a comparable position.

7. BARGAINING UNIT WORK

The Employer shall not use this Article to displace Bargaining Unit co-workers or to deny recall rights.

Management co-workers shall be allowed to do a reasonable amount of Bargaining Unit work for the purpose of meeting immediate customer requirements, business emergencies, instructing co-workers, or unanticipated variance in workload. This shall apply only after management has attempted to redirect capable and available Bargaining Unit co-workers from other departments and/or offered the required work to capable Bargaining Unit co-workers who are at work first. Further, management shall be allowed to perform Bargaining Unit work on weekends or identified peak days. Management's performance of Bargaining Unit work on weekends or identified peak days is not intended to replace the scheduling of appropriate numbers of co-workers for the anticipated needs of the business. Further, the parties agree to have a "Crunch Crew Team" whereby all available managers and co-workers are dispatched to assist with unanticipated customer needs or circumstances where a work area will not complete work within the scheduled time. The Crunch Crew is not intended to replace scheduling appropriate levels of co-workers for the anticipated needs of the business.

It is understood by all parties that Managers will show their support of co-workers by working alongside them offering customers additional support, provided that these actions do not cause a reduction in co-worker hours.

- (a) The Union agrees to the following additional exceptions when management co-workers may assist in performing Bargaining Unit work:
 - (i) During inventory counts/audits; the Union agrees that the Employer may use in addition to Bargaining Unit co-workers, management staff, seasonal co-workers and the staff of the Employer's auditor, if required to assist during inventory taking.
 - (ii) The Union agrees that during the Employer's "anti-bureaucrat" week/front week, Employer non-union personnel to a maximum of fifteen (15) personnel per year may work in the store for the purposes of that program, for the duration of one (1) week.

- (iii) During management trainee programs and training trainees for positions in other stores, non-Bargaining Unit personnel may work in the store for the purposes of training. This shall be limited to two (2) trainee positions at a time for a twelve (12) month period.

8. SHOP STEWARDS

- (a) There shall be a Chief Steward appointed, (if the Union wishes), to see that the provisions of this Agreement are adhered to and five (5) Stewards elected at 3320 Jacombs Road.
- (b) The Shop Steward shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement.
- (c) The Employer will recognize the Shop Steward selected in accordance with the Union rules and regulations as the representative of the co-workers in the respective groups or departments for which they are chosen, and hereby recognizes that the power to appoint and removal thereof is solely vested with the Union. The number of Stewards will be consistent with the need.

If a team leader also holds the position of Shop Steward they acknowledge that their primary role is that of a team leader. They will be responsible to perform all the regular duties of a team leader including, leading by example, upholding the rules and policies of the Employer, coaching, performing PDIs, reporting all behavioural and operational concerns and making decisions related to disciplinary matters.

- (d) The Union will advise the Employer of the identity of all Shop Stewards and Chief Shop Stewards. All Shop Stewards and Chief Stewards will be identified on the posted seniority list.
- (e) Shop Stewards shall be allowed to take up grievances during working hours with the least disruption as possible of the co-worker's or Shop Steward's work. The Shop Steward, as well as the co-worker must receive the permission of management before leaving his/her work area.
- (f) Shop Stewards shall be required to take time off work, with pay, for one (1) day in each calendar year for the purpose of attending a labour relations oriented educational seminar conducted by the Union; written notice at least three (3) weeks prior to requested time off is required to be provided to the Employer to allow for scheduling accommodations.
- (g) A Shop Steward will be permitted to spend up to fifteen (15) minutes addressing new co-workers at orientation sessions. The shop steward's comments at the orientation session will be part of the formatted presentation during orientation. This time will be paid for the Shop Steward.
- (h) The Union agrees not to conduct any Union business or activities on Employer premises without prior approval from the Employer. The Employer agrees that such approval will not be unreasonable withheld.

9. WORK CLOTHES

- (a) Co-worker Apparel: Every co-worker is to present a professional appearance while at work and to wear appropriate apparel as set out in the Employer's Policy Manual as amended from time to time. Clothing which displays IKEA's name or logo shall be provided by the Employer without charge to the co-worker, but shall be maintained by the co-worker to present a clean and tidy appearance. Buttons, pins or logos are not to be worn by co-worker except when provided by the Employer. Safety boots shall be worn while on duty where required.
- (b) The Employer shall provide and maintain food safe required garments for IKEA food co-workers.
- (c) The Employer shall supply any safety equipment required by the Workers' Compensation Board (the "W.C.B.") without charge.
- (d)
 - (i) The Employer shall reimburse each co-worker who works in the warehouse or restaurant, or in any other place designated by the W.C.B. for the cost of a pair of steel-toed safety boots or safety shoes to a maximum of one hundred dollars (\$100.00) as necessary. Old boots or shoes must be turned in to obtain reimbursement for a new pair. A receipt must be presented for payment.
 - (ii) New co-workers in any place designated by Workers' Compensation Board, are required to have the appropriate safety footwear as a condition of employment. Reimbursement for the cost of safety footwear purchased for employment at IKEA will be made upon successful completion of his/her probationary period.
- (e) Wherever they are required to be used on the job, the Employer shall supply, free of charge, rubber clothes, rubber boots and gloves.
- (f) Work boots shall be worn while on duty.

10. UNION NOTICES

The Employer agrees to provide space that is readily accessible for official union notices. A copy of all material that is posted on the union board will be provided to the HR Manager or designate.

The Employer shall supply to the Chief Shop Steward an up to date seniority list for posting on the bulletin board at the same time the Union receives its copy.

11. CONFLICTING AGREEMENT

The Employer agrees not to enter into any agreement or a contract with co-workers covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement, or any Statute of the Province of British Columbia or Canada.

Any wage rates other than those set out in the Agreement shall be a matter of negotiation between the Employer and the Union.

12. PROTECTION OF RIGHTS

The Employer shall not require any bargaining unit co-worker to cross a legally established picket line. Co-workers who are at work at the time a legal picket line is established shall be required to remain on the job for the balance of their shift.

13. TRANSFER OF TITLE OR INTEREST

The provisions of Section 35 of the Labour Relations Code are applicable to the bargaining unit covered by this Agreement.

The Union shall be given notice in the event that the Employer disposes of the business covered by the bargaining unit.

14. JOINT LABOUR MANAGEMENT COMMITTEE

- (a) A Labour Management Committee shall be established in accordance with Section 53 of the Labour Relations Code comprised of equal representation of Management and Co-worker/Union representatives.

The members of the Committee will be as follows:

- (b) For the Employer, the Store Manager and/or designate, the additional persons appointed by the Store Manager.
- (c) For the Co-worker, Union representatives, the Shop Stewards and/or their designates.
- (d) The Committee cannot change the Collective Agreement. Article 11 (Conflicting Agreement) applies.
- (e) The Employer recognizes the value in providing additional opportunities for the parties to jointly meet, notwithstanding schedule conflicts may exist; regular meetings will be held with a minimum of three (3) Committee persons present. Representatives who may be absent or unavailable will be provided with a copy of the meeting minutes. All members will be scheduled to attend a minimum of six (6) meetings per year. Meetings of this Committee shall be held monthly and the Union attendees to the meeting will be permitted to meet for a period of time up to thirty (30) minutes before the commencement of the meeting. This pre-meeting will be unpaid time. The Union must provide an agenda by email by the proceeding Monday of each meeting. Co-worker members of the committee shall be paid for attending meetings as per their classification.
- (f) Minutes of the meeting will be recorded and posted. The need for further co-worker communication beyond the minutes will be provided as required.

15. GRIEVANCE PROCEDURE

- (a) Any complaint, disagreement or difference of opinion between the Employer, the Union or co-workers covered by this Agreement, which concerns the interpretation or application of the terms and provisions of this Agreement, shall be considered a grievance. The parties are committed to an environment which supports open communication. Any co-worker who has a work-related problem or issue must first speak directly with their team leader or designate. Any grievance not brought forward within fourteen (14) days of the incident given rise will be deemed abandoned. The grievance will contain the date and time of incident, grievor's name, department, steward's name, article reference of alleged violation and a description of the incident.
- (b) The Steps of the Grievance Procedure shall be as follows:

STEP I

The co-worker, with the Shop Steward if the co-worker wishes, shall take the grievance up with his or her Supervisor.

The Employer shall take up its grievance with the co-worker concerned who may have a Shop Steward present if he or she desires.

STEP II

Should a resolution not be reached by Step I, then the grieving party shall reduce the grievance to writing and:

- (a) in the case of the co-worker or the Shop Steward, he or she shall present the written grievance to the Department Manager, not later than seven (7) calendar days after the meeting at Step I.
- (b) in the case of the Employer, it shall present the written grievance to the Business Representative of the Union, not later than seven (7) calendar days after the meeting in Step 1.

The Department Manager, or his or her designate, and the Shop Steward, or his or her designate, with such persons as either of these parties may desire, shall meet not later than fourteen (14) calendar days after receipt of the written grievance to discuss the grievance and to seek a resolution.

STEP III

Should the grievance not be resolved in Step 2, then the Store Manager, or his or her designate, and the Business Representative of the Union, or his or her designate, with such persons as either of these parties may desire, shall meet not later than 14 calendar days after receipt of the written grievance to discuss the grievance and to seek a resolution.

STEP IV

If a resolution is not reached at Step III, then either party may notify the other party of its desire to take the grievance to Arbitration. The notification shall be in writing and shall occur not later than fourteen (14) calendar days after the meeting in Step III.

STEP V

The parties shall meet together within seven (7) calendar days of the notification at Step IV to select an Arbitrator. If they fail to select an Arbitrator within seven (7) calendar days then either party may apply to the Director of the Collective Agreement Arbitration Bureau to appoint an Arbitrator from the Register of Arbitrators, maintained pursuant to Section 83 of the Labour Relations Code.

- (c) Any grievance not presented or advanced to the next step within the time limits shall be conclusively deemed to be forfeited and waived and the reply at the previous step shall be final and binding. No arbitrator shall designate a grievance as a continuing violation of this Agreement so as to avoid the time limits of the grievance procedure.
- (d) Policy or Employer grievances will commence at Step III.
- (e) The parties may agree to extend the time limits above. Extensions will be in writing.
- (f) The Arbitrator shall have no jurisdiction to alter or change any of the provisions of this Agreement, except where there is a dispute between the parties relating to the rate of pay for a newly established or altered classification not provided herein. The Arbitrator shall have the power to deal with such matters and bring down a final and binding award.
- (g) Each of the parties will pay one-half (1/2) of the fees and expenses of the Arbitrator.
- (h) A co-worker who is discharged or suspended shall have the right to be given the reason for his or her discharge or suspension in writing within seventy-two (72) hours of the co-worker's request. Seventy-two (72) hours shall not include Saturdays, Sundays or General Holidays. Copies shall be forwarded by the Employer to the Union Business Representative within the same seventy-two (72) hour period.
- (i) Any co-worker called to appear or subpoenaed by the Employer to testify at an Arbitration shall be paid for all lost time from work as a consequence of appearing as a witness.
- (j) All evaluations, written reprimands or warnings shall be placed in a co-worker's personnel file and a copy shall be given to the co-worker within thirty (30) days of the event giving rise to the statement. If a copy is not given to the co-worker within thirty (30) days, such evaluation, reprimand or warning shall be null and void. Copies shall be forwarded by the Employer to the Union Business Representative within the same thirty (30) day period.
- (k) Written reprimands, warnings or disciplines cannot be used by the Employer in assessing new discipline if the reprimand, warning or discipline(s) are one (1) or more years old, with the exception of safety related issues where reprimands or

warnings shall remain active for two (2) years as per Article 5 – Health and Safety.

16. JOB POSTING, ETC.

- (a) (i) In the event that a regular full-time or regular part-time position within the bargaining unit becomes vacant or a new position is created, the Employer shall post as a primary posting on the job opportunity board setting out the details of the position, rates of pay, required qualifications and abilities, and a proposed starting date.
 - (ii) Co-workers who wish to apply for the primary posting may do so within nine (9) calendar days of such posting. Only co-workers with a clean disciplinary record are eligible to apply.
 - (iii) The position shall be granted to the co-worker who has the required qualifications and abilities. For a co-worker to be awarded the position, they must possess 100% of essential skills and experience and at minimum 80% of the "preferred" skills as per the competency profile. In addition, the successful candidate must satisfactorily answer situational questions in a job interview. If no suitable and qualified candidates apply for the vacancies, the Employer reserves the right to fill the resulting vacancies either by hiring externally or by assigning the most junior suitable and qualified co-worker.
 - (iv) The successful candidate shall be placed on such job for a probationary period of up to a maximum of ninety (90) days and if found unsatisfactory by the Employer, the co-worker will be returned to his or her previous position; or if the co-worker wishes to exercise their right to decline the job at any time during the probationary period, he/she may revert to their former position if the position is still available or be assigned to another job that is available and within their capabilities to perform, with their seniority intact.
 - (v) A co-worker who is granted the job posting, must be available and at work to fill the job within five (5) calendar days of the job offer or their return from vacation. If they are not available to fill the position, it will be awarded to the next successful candidate.
 - (vi) It is understood that co-workers may apply for lower paying positions as well as higher paying positions. Co-workers who are newly hired or seniority co-workers serving a probationary period may not apply for posted positions until their probationary period is successfully completed. It is understood that co-workers can apply for any full time positions however can only accept (transfer) up to a maximum of two (2) positions per calendar year.
- (b) (i) Temporary vacancies greater than ninety (90) days resulting from maternity leaves, short term/long term disability, Workers' Compensation leave, or other approved leaves, including store build-ups or remodels will be posted. Such vacancies will first be offered to co-workers with the necessary qualifications,

abilities and seniority within the department and secondly within the bargaining unit before hiring a new co-worker.

- (ii) Temporary vacancies for less than ninety (90) days will not be posted. At the Employer's discretion, the hours from such temporary vacancies may be redistributed to the most senior and available co-workers within the Department. If there is inadequate availability among senior co-workers, the Employer may also consider assigning seniority co-workers with the necessary qualifications and ability within the bargaining unit, if by doing so it is not disruptive to the business.
 - (iii) Co-workers transferred within IKEA Richmond to a temporary vacancy shall receive their own rate or the rate of the job whichever is greater. Upon completion of the temporary transfer co-workers will revert back to their former rate. It is understood that co-workers filling temporary vacancies in full time positions shall be guaranteed a minimum of thirty eight (38) hours a week.
- (c) Where a recently posted position becomes vacant or there is an increased requirement as determined by the Employer within forty-five (45) days of the original posting, the Employer will go to the next successful candidate who previously applied or if no qualified candidate exists, the Employer will hire a co-worker without posting internally.

Seasonals

- (d) (i) The Union recognizes that due to seasonal fluctuations in the retail industry, that the Employer may require seasonal help to manage such temporary fluctuations. As such, the Employer may hire seasonal co-workers during the months of May 15th through to September 15th and December 1st through January 15th to assist with short term fluctuations and for the purpose of managing co-worker vacation requests during the same period.
- (ii) All successful seasonal co-workers will be available to work at a minimum three (3) "close" shifts, including Friday evening in addition to Saturdays and Sundays.
- (iii) Seasonal co-workers will be required to pay Union dues in accordance with the Collective Agreement. However the terms and conditions of the Collective Agreement do not apply to seasonal co-workers unless specifically noted in this article.

Seasonal co-workers will be entitled to Union representation including use of the grievance procedure for alleged violations of Article 15, in cases of a discharge and in cases of claimed discrimination on account of any prohibited grounds per Human Rights Legislation. In addition, statutory holidays (Article 21), hours of work (Article 24) and rest period (Article 25) provisions of the Collective Agreement will apply to seasonal co-workers.

In the event that the seasonal co-worker is hired directly as a full time or part-time co-worker, he/she will have their seniority backdated to the original hire date as a seasonal co-worker and will be subject to all terms and conditions of

the Collective Agreement. It is understood that seasonal co-workers do not have preferential hiring for any future full or part time positions.

- (iv) The number of seasonal co-workers hired will not exceed ten per cent (10%) of the co-worker workforce.
 - (v) Seasonal employment will first be offered to co-workers who have been laid off from the Richmond Store and then to relatives of IKEA Richmond co-workers, prior to hiring externally. Preferential hiring will be given to those relatives who are full time students. Proof of school full-time status will be required.
 - (vi) Scheduling of shifts will be done to allow trained full time and part time co-workers, per completion of additional shifts availability form nine (9) days prior to the schedule being posted, to be scheduled first for the shifts with the remaining unfilled shifts to be filled by seasonal co-workers. Seasonal co-worker schedules will be posted by the Sunday preceding their shifts.
 - (vii) Seasonal co-workers are expected to be available for work when scheduled. He/she may be terminated after declining the opportunity to work three (3) times within the seasonal term for the given calendar year.
- (e) If the Employer wishes to institute a new job or classification for which there is no wage rate contained in this Agreement, the parties shall negotiate wage rates, conditions, etc. for such job or classification. Failure of the parties to agree shall cause the matter to be submitted to Arbitration. For any new position, the Employer may set an interim rate pending negotiations and/or arbitration.
 - (f) Wherever there is a significant change in job content or working conditions, the parties shall discuss the appropriateness of a rate revision. If agreement cannot be reached, the matter may be processed through the Grievance Procedure, to a final conclusion.

17. TECHNOLOGICAL CHANGE AND RETRAINING

- (a) The parties agree to comply with the provisions of Section 54 of the Labour Relations Code. The Employer agrees to give the Union a minimum of sixty (60) days' notice of the introduction of the measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of co-workers to whom the Collective Agreement applies.
- (b) Wherever there is a significant change in job content or working conditions under this Article, the parties shall discuss the appropriateness of a rate revision or a new job classification. If agreement cannot be reached, the matter may be processed through the Grievance Procedure to a final conclusion.

18. SEVERANCE PAY

- (a) Any seniority co-worker with one (1) full year of service or more who is permanently laid off and whose employment is terminated as a result of technical and/or technological

change or loss of business shall receive severance pay of one (1) week's pay per completed year of service, up to a maximum of fifty-two (52) weeks.

In the event of store or department closure, where a co-worker's employment is terminated as a result of the store or department closure, severance will be one (1) month's pay per completed year of service, up to a maximum of twelve (12) months.

- (b) Severance pay will not be applicable in the event of a lay-off of a co-worker unless the lay-off, without recall, exceeds a period of nine (9) months.

19. PAY DAY AND PAY STATEMENTS, ETC.

- (a) Co-workers shall be paid bi-weekly by direct deposit on the Friday. All wages earned to be paid six (6) calendar days after the pay period cut-off and six (6) days in a week where a general holiday falls.
- (b) The Employer shared an upcoming change that would allow co-workers the convenience of accessing their pay statements electronically. Electronic pay statements will be available to co-workers from home on the internet and on the kiosk in the co-worker Lounge. The Employer will continue to provide printed pay statements until the implementation of the above.
- (c) Where there is an error on a pay cheque this shall be corrected and any monies owing be paid not later than three (3) working days from the date the Employer's payroll official is notified of the error, or a five percent (5%) penalty on the amount owing will be paid to the co-worker involved for each day the error is not corrected.

20. ANNUAL VACATIONS

- (a) No later than February 1st of each year, the Employer shall post a vacation list for the vacation year May 1st of that year to April 30th of the following year. This list will indicate departmental co-worker's seniority, current vacation entitlement, anniversary date, an entitlement schedule and a guideline for each week of the year which indicates the maximum number of co-workers allowed off on vacation on any given week. Co-workers, in order of seniority, shall apply for their vacation on the list. All applications must be completed by the 15th of March. Once the list is approved, the completed and authorized vacation schedule shall be posted on April 1st. Vacations shall not be altered except by the mutual consent of the co-worker and Employer.
- (b) Vacations shall be taken in one (1) unbroken period not exceeding two (2) weeks, unless requested by the co-worker who shall have the right to decide whether his or her vacation shall be in one (1) period or split. Co-workers may request unbroken vacation up to three (3) weeks, which will be granted subject to the needs of the business.
- (c) A co-worker's anniversary date of original hiring shall be used as the date to calculate his or her vacation entitlement and payment.
- (d) The Employer reserves the right to schedule vacations for all co-workers either individually, or in groups, during the vacation period to ensure all eligible co-workers are

out of the store for two (2) weeks per vacation year. Preference will be given to co-workers having the greatest seniority. Full-time co-worker vacations are mandatory and will be taken each year.

Vacation will not be accumulated year to year for all co-workers.

- (e) Full-time co-workers and part-time co-workers hired before December 31st, 1988 shall be entitled to vacation time as outlined herein:

Co-workers who have completed twenty (20) or more years of service shall receive six (6) weeks' vacation each year with two hundred and forty (240) hours' pay at current rates or twelve percent (12%) of their gross earnings for the year for which they are receiving their vacation.

When a co-worker has been paid a minimum of one thousand (1,000) hours in the previous vacation year, running from anniversary date to anniversary date, he or she shall be eligible for vacations with pay as above set forth. If less than one thousand (1,000) hours have been paid, the co-worker shall be entitled to vacations as above set forth, however, the applicable percentage rate only shall apply.

Full time and part-time co-workers hired after December 31, 1988 shall be entitled to vacation leave and vacation pay as outlined in the following entitlement schedules:

ENTITLEMENT SCHEDULE

IN YOUR	PERCENT EARNED/PAID	DAYS EARNED/ENTITLED
1 st year	4/0	10/0
2 nd year	6/4	15/10
3 rd year	6/6	15/15
4 th year	6/6	15/15
5 th year	8/6	20/15
6 th year	8/8	20/20
7 th year	8/8	20/20
8 th year	8/8	20/20
9 th year	8/8	20/20
10 th year	10/8	25/20
11 th year	10/10	25/25
12 th year	10/10	25/25

13 th year	10/10	25/25
14 th year	10/10	25/25
15 th year	10/10	25/25
16 th year	10/10	25/25
17 th year	10/10	25/25
18 th year	10/10	25/25
19 th year	10/10	25/25
20 th year	12/10	30/25
21 st year	12/12	30/30

- (f) (i) Absence due to an illness or authorized leave of absence will be deemed to be time worked for the purpose of vacation leave entitlement.
- (ii) Approved medical leave (up to a maximum of fifteen (15) weeks) and pregnancy and parental leave in accordance with Federal and/or Provincial legislation (up to a maximum of fifty-two (52) weeks) shall be counted as time worked for the purpose of vacation pay, on the basis of the average weekly hours worked by the co-worker in the twelve (12) month period immediately preceding the leave.
- (g) If a guaranteed co-worker leaves the Employer before he or she is entitled to two (2) weeks' vacation, he or she shall receive four percent (4%) of their vacationable earnings.
- (h) All guaranteed co-workers' vacation will be paid out during the regular pay run during the period the vacation is taken.
- (i) Non-guaranteed part time co-workers will receive vacation pay every pay period based on his/her accrued % entitlement and will not be required to take time off.

21. STATUTORY HOLIDAYS

- (a) All co-workers who work a minimum of twelve (12) hours a week, in the thirty (30) days prior to the Statutory holiday shall be entitled to the following Statutory holidays with pay, based on eight (8) hours, or their regularly scheduled hours at their applicable rate, inclusive of shift premium where applicable at the time of taking such holiday:

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

- (b) If during the life of this Agreement the Federal or Provincial Governments declare or proclaim any other day than those listed herein a Statutory holiday, then co-workers shall receive such day off with pay as set out herein in (a) above.
- (c) Co-workers who are required to work a shift which commences at any time during the Statutory holiday, or a shift which carries over into a Statutory holiday for at least two (2) hours, shall in addition to their regular holiday pay, receive time and a half (1½) their hourly rate for all hours worked during that shift. Not more than one (1) shift shall be paid as an overtime shift for any Statutory holiday.
- (d) It is agreed that the Statutory holidays shall take place on the day and date designated as a Holiday by the Federal or Provincial Government.
- (e) Co-workers shall be paid for each Statutory holiday even if it falls on the co-worker's weekly day off, annual vacation, jury duty or bereavement leave, providing they have met the eligibility requirements.
- (f) Co-workers requested to work on a specific holiday and accept to work but fail to report for and perform such work, shall not receive holiday pay for that specific holiday, unless the co-worker can justify the absence with a satisfactory medical note.
- (g) The parties acknowledge that the store is open all holidays except Christmas day and New Year's Day, as a result the Employer will schedule co-workers to ensure appropriate coverage is available. The Employer may decide to operate on Christmas Day and New Year's Day.

22. SEPARATION OF EMPLOYMENT

- (a) If a co-worker is terminated, they shall be paid in full for all monies owing them within forty-eight (48) hours, less any amount of monies owing to the Employer.
- (b) The Employer shall provide a Record of Employment (ROE) Certificate electronically to Service Canada. The Co-worker can access their ROE online through Service Canada.

23. SENIORITY

- (a) Seniority shall be calculated on an hours-paid basis. All hours paid under the following circumstances shall accumulate and be credited towards overall seniority status;
 - (i) regular hours worked and paid;
 - (ii) overtime hours worked and paid (1 hour worked = 1 hour seniority)
 - (iii) vacation hours paid;
 - (iv) sick time hours paid under employer's sick plan;
 - (v) short-term disability hours as submitted to the insurance carrier;

- (vi) workers compensation hours as submitted to the Board upon claim;
 - (vii) hours submitted for the purpose of pregnancy or parental leaves;
 - (viii) regular and overtime hours worked in other locations for projects or build-ups; and
 - (ix) hours paid under the bereavement or jury duty leaves. Employment elsewhere with the Employer shall be credited only for the calculation of vacation entitlement and pay.
- (b) A co-worker shall be regarded as a probationary co-worker until the co-worker has worked a total of 520 hours or a six (6) month period of active service, whichever is greater. After successful completion of the probationary period, the co-worker shall be assigned a seniority date as of his/her first day worked, provided that seniority has not been broken as under Article 23(f).
- (c) The Employer will maintain, post, and provide up-dated seniority lists, one for full timers and one for part-timers monthly. Such lists shall show the co-worker's name, date of hire, full or part-time status, department and total accumulation of hours.
- (d) The senior full-time twenty-nine (29) co-workers as of Jan. 1, 1998 shall be scheduled to work forty (40) hours a week pursuant to Article 24 of this Collective Agreement. All other full-time co-workers shall be scheduled thirty-eight (38) hours a week. The Employer will commit to maintaining seventy (70) full-time positions. Any co-worker in a full-time position will be required to work in any department as directed by the Employer. If there is a wage difference between the co-worker's usual department and where they are sent to work, the co-worker will receive the higher rate.
- (e) The Employer will maintain forty (40) part-time positions, where co-workers will be guaranteed thirty (30) hours per week including Saturday and Sunday shifts, with the exception of 2 out of 8 weekends off. The guaranteed hours may be scheduled over a 4- or 5-day period, depending on business needs. All other regular part-time positions shall have no minimum guaranteed hours per week.
- (f) Lay-off and recall shall be based on seniority, as defined above. Part-time co-workers shall be laid off prior to full-time co-workers. Co-workers with the least amount of accumulated hours shall be the first laid-off and the last laid off shall be the first recalled, provided the co-workers in question are capable of doing the available work.
- (g) A seniority co-worker shall lose his or her seniority and will be terminated for any of the following reasons:
- (i) If the co-worker is discharged for just cause, retired or voluntarily quits;
 - (ii) If the co-worker is absent without leave for three (3) working days without contacting the Employer or without a reason satisfactory to the Employer;

- (iii) If the co-worker fails to report to work within five (5) working days of receiving notification of recall from layoff by phone or verifiable mail to their last known address;
 - (iv) If the co-worker is laid off from the Employer for a continuous period of time in excess of nine (9) months or his/her total recognized seniority, whichever is greater, with the Employer;
 - (v) If the co-worker overstays an approved leave of absence or remains away from work without permission of management for period of more than three (3) consecutive working days;
 - (vi) If the co-worker accepts other employment while on leave of absence except with the express permission of the Employer.
- (h) Co-workers transferred out of the Bargaining Unit by the Employer for Richmond Store promotional opportunities for a period no greater than six (6) months shall not lose their seniority. For transfers greater than six (6) months but less than twelve (12) months, the seniority attained prior to the appointment only shall apply should the Employer return the co-worker back to the Bargaining Unit. Co-workers transferred for greater than twelve (12) months shall lose all Bargaining Unit seniority. The Union will be notified of all such appointments within seventy-two (72) hours. This clause shall only apply to promotions within the Richmond location, and it is understood that co-workers accepting positions outside the Bargaining Unit, will forfeit all of the rights under the terms of this Collective Agreement.
- (i) Despite any language to the contrary in this Agreement, any co-worker who holds a guaranteed position pursuant to Article 23(d) or (e) may be scheduled for an entire shift or part of a shift in any department, depending on the needs of the store. The Employer will ensure adequate training is provided to these co-workers.

24. DAYS AND HOURS OF WORK AND OVERTIME

- (a) This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week. Nothing in the Collective Agreement constitutes a guarantee of work with the exception of the specific provisions for guaranteed co-workers in Article 23 and minimum shift length in Article 24.

The normal Richmond Store Hours are:

Monday to Sunday (inclusive) 6:00 am – 12:00 am

\$1.50 per hour premium will be paid for all hours worked outside the daily "hours of work".

- (b) The work week for full time co-workers is five (5) days a week. All shifts for full-time and part-time co-workers shall be scheduled three (3) weeks in advance and the schedule shall be posted on the scheduling notice board showing the hours of work, start/finish

times and days of the week. The weekly schedule for full-time co-workers shall allow for fifty percent (50%) of the weekend off (a Saturday or Sunday). The selection of the Saturday or Sunday day off will be at the discretion of the Employer and based on the needs of the business. Every effort will be made to schedule two (2) consecutive days off.

Co-workers who hold a guaranteed position pursuant to Article 23(d) and (e) are required to be available for work on Saturdays and Sundays. They also must be available a minimum of two closes per week if required.

Any change in the posted schedule shall be upon forty-eight (48) hours' notice at a minimum. Changes required to cover unanticipated absences or illness will not require advance notice.

- (c) The scheduling of part-time co-workers shall be done to support business needs with a distribution of shifts as follows:
- Guaranteed co-workers by seniority, with every effort to schedule two consecutive days off
 - Unrestricted co-workers by seniority on a weekly basis
 - Restricted co-workers by seniority on a daily basis

Co-workers who are unrestricted will be scheduled ahead of co-workers with restrictions, regardless of seniority. When a specific qualification is required, the Employer may schedule outside of seniority. The Employer will endeavour to cross-train within departments to minimize the number of unqualified coworkers.

- (d) If part-time co-workers do not meet the minimum availability requirements or are not available for shifts for twenty-one (21) days, unless on an approved leave, they shall be considered to have voluntarily left and their employment shall be terminated and their seniority lost.
- (e) While the Employer retains the right to schedule individual co-workers in the Bargaining Unit, the Employer agrees where feasible to cooperate with co-workers with regard to scheduling hours of work and days off. The Employer has the right to stagger the starting times of individual co-workers within the daily hours of work. The Employer will not schedule split shifts, except for mandatory general meetings.
- (f) The parties agree that the hours of work will extend beyond the store hours for some departments in order to support the needs of the business and specifically to prepare store readiness for daily opening (i.e. goods flow, etc).
- (g) The Employer may explore implementing new shift times for all "goods flow" co-workers and will ensure that meaningful discussion occurs with the Union prior to implementation.

- (h) Shift changes from the posted schedule must be done by mutual agreement between co-workers, submitted in writing and approved by the manager. Mutual shift changes must be done with a minimum of twenty-four (24) hours advance notice of the changed shift.
- (i) All co-workers working with tools shall be allowed sufficient time during working hours to return tools, parts, etc. at the end of their shift.
- (j) All shifts will be scheduled a minimum of four (4) hours, except for participation in general meetings. All mandatory general meetings will be a minimum of two (2) hours. The number of mandatory general meetings will not exceed three (3) annually.
- (k) Overtime at the rate of time and a half (1 ½ x) shall be paid for all work in a day in excess of eight (8) hours and all work in a week in excess of forty (40) hours. Double time (2x) will be paid after ten (10) hours worked in any one (1) day. Subject to Article 24(m), overtime is voluntary provided that the co-workers cannot collectively refuse to work overtime and where necessary.
- (m) If insufficient higher seniority co-workers are available to work the required overtime, the Employer can require the most junior co-worker(s) with the qualifications required to provide the overtime work on shift.
- (n) No overtime will be scheduled or paid unless previously authorized by a department manager in writing, prior to the overtime commencing. Exception sheets may be utilized in the absence of written pre-approval on a limited basis.
- (o) In order to ensure that overtime is distributed equally within the department a co-worker shall not work more than six (6) hours of overtime until all other co-workers in that department have been offered six (6) hours of overtime.
- (p) Employees requested to work on a specific holiday and accept to work but fail to report for and perform such work shall not receive holiday pay for that specific holiday only.

25. LUNCH AND REST PERIODS

- (a) For applicable co-workers, lunch will be one half (1/2) hour unpaid break.
- (b) Rest periods will be provided per the below schedule. Except when one fifteen (15) minute break is provided, each co-worker shall receive an uninterrupted fifteen (15) minute break in each half of their shift, the time for said breaks to be scheduled at the sole discretion of management. However such shall not be scheduled earlier than one and a half (1 ½) hours from the commencement of each half of a co-worker's work shift, unless the co-worker agrees.
- (c) Any co-worker working a five (5) to a five and three-quarter (5.75) hour shift shall be entitled to a twenty (20) minute paid break.

SCHEDULE

HOURS SCHEDULED	PAID	UNPAID ½ HOUR MEAL BREAK	PAID 15 MINUTE COFFEE BREAK
4.0	4.0	0	1
4.5	4.5	0	1
5.0	5.0	0	1 (20 minutes)
5.5	5.5	0	1 (20 minutes)
5.75	5.75	0	1 (20 minutes)
6.0	5.5	1	1
6.5	6.0	1	1
7.0	6.5	1	2
7.5	7.0	1	2
8.0	7.5	1	2
8.5	8.0	1	2

26. COMPENSATION COVERAGE

When a co-worker goes on Compensation, he shall, when the Compensation Board signifies that he may go to work, be returned to the payroll at his previous job and applicable rate of pay.

27. SAVINGS CLAUSE

- (a) If any Article or Section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- (b) In the event that any Article 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 the Union, 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 may submit the dispute to the Grievance Procedure as in Article 13 herein.

28. SANITARY FACILITIES, ETC.

- (a) The Employer agrees to maintain clean, sanitary washrooms having hot and cold running water and proper hand cleanser and towels in sufficient quantity, with toilet facilities, and co-workers shall observe the simple rules of cleanliness and good housekeeping in these facilities.
- (b) Clothes closets or lockers of a suitable size for the protection of co-workers' clothes and personal belongings shall also be provided. Locks are to be supplied by the Employer. Co-workers are to be present except in the case of an emergency when lockers are opened by Management.
- (c) The Warehouse and Office shall be adequately heated and ventilated in accordance with government regulations.

29. MANAGEMENT

The Union agrees that the Employer has the exclusive right and power to manage the Employer's operations; to direct the work force; to hire; to promote as set out in the Agreement; demote and/or discharge for just cause; to lay-off; to assign work; to increase and decrease the work force; to determine the methods of work; to establish schedules, to maintain order and discipline through the creation and enforcement of rules, policies and procedures not inconsistent with the Agreement.

Provided however, that the Employer agrees that any exercising of these rights and powers in conflict with any provisions of this Agreement shall be subject to the provisions of the Grievance Procedure.

30. HEALTH AND WELFARE PLAN

- (a) The Employer's present Health Care Benefit Plan(s) as amended from time to time shall be applicable during the life of this Agreement. Eligibility for the plan(s) will be determined by IKEA or the carrier consistent with the IKEA Canada Benefit program. The parties agree that the Employer's obligation is for the payment of premiums for the Health Care Benefit Plan(s), and providing that the Employer fulfils its responsibility to pay the premiums for the applicable benefit coverage, the Employer cannot be held responsible or liable for the rejection of any claim by the carrier. It is the Employer's intention to maintain levels of coverage substantially the same in the aggregate or to improve benefits should there be a change to the benefit provider.
- (b) The terms of the Employer's TACK co-worker loyalty program shall be applied as it is in other Canadian locations. The parties agree that this program is subject to change or cancellation at the Employer's discretion.
- (c) **Sick Leave**

When a co-worker suffers an injury or illness which requires his or her absence, the co-worker must inform the employer before starting the leave and if not feasible to do so then at a minimum prior to the co-worker's next scheduled shift. If notice to the

Employer cannot be provided in advance due to extenuating circumstances, the co-worker is required to report their absence as soon as possible. The co-worker will be removed from the schedule until further notification is received.

A co-worker may be subject to discipline if the co-worker does not properly notify the Employer or gain approval for their absence.

Co-workers working twenty-four (24) hours or more per week shall be entitled to earn one (1) paid sick day per month to a maximum of twelve (12) days per year for full time, guaranteed workers. Part-time co-workers shall be entitled to earn one (1) paid sick day per month to a maximum of eight (8) per year. Sick leave shall only be used for legitimate sickness of a co-worker. Unused sick days may be carried over to the following year provided, however, that the maximum sick days shall not exceed twelve (12) or eight (8) days depending on the category. Any abuse of sick leave provisions may result in discipline.

(d) **B.C. Medicare Plan**

For co-workers working twenty four (24) hours per week or more:

The Employer will pay 100% of the monthly premium for the co-worker and their eligible dependents. This is a taxable benefit.

For co-workers working less than twenty four (24) hours per week:

The Employer will pay 100% of the monthly premium to cover single coverage for the co-worker. This is a taxable benefit.

However, if any co-worker is otherwise covered for BC MSP under this Agreement, if such other coverage ceases then it shall be the co-worker's responsibility to notify the Employer and request coverage which the Employer shall provide as soon as possible.

- (e) The RRSP plan is open, available, to all full-time and part-time co-workers with a minimum contribution of 1% of gross earnings. Participation is voluntary. For those co-workers who have completed three (3) full years of service, the Employer's contribution for participating co-workers shall be 1% in the fourth year in the plan, 2% in the fifth year and 3% in the sixth year and beyond.

All remaining details are available for co-workers from either the HRSC at 1-877-IKEA-411 or by contacting the benefit carrier.

31. ARTICLE HEADINGS

The Article Headings shall be used for purposes of reference only and may not be used as an aid in the interpretation of this Agreement.

32. CLASSIFICATIONS AND WAGE RATES, ETC.

- (a) The classifications and wage rates for all co-workers hired after November 3, 2014 and co-workers hired prior to November 3, 2014 whose base wage was below the max rate as stipulated in Appendix "A" shall be those as set out in Appendix "A". In the event any co-worker wages reach the maximum during the life of the Agreement or are currently at the maximum rate for his or her job and are eligible for a pay increase during the effective period of this Agreement, those co-workers will receive lump sum payments based on straight time hours worked in the preceding year.
- (b) Time shall be computed from the time the co-worker commences his day's work until his shift is finalized.
- (c) When a co-worker meets with an accident at work, he shall be paid a full day's wages for the day of the accident unless reimbursed by other sources.
- (d) If a co-worker is required to take time off during working hours in order to attend medical appointments scheduled by WorkSafeBC due to any compensatory injury or illness, he/she shall be paid their scheduled hours for that day unless reimbursed by other sources.
- (e) When a co-worker is temporarily removed or transferred by the Employer from the co-worker's regular work, other than for the purposes of avoiding a layoff, they shall be paid their regular rate of pay or the rate of the other work whichever is greater, if they are performing more than four (4) hours and the majority of the tasks and responsibilities of the other work and are trained for the other work, for all the time employed on such work and no co-worker's rate may be reduced below their regular rate.
- (f) Upon mutual agreement between the Employer and a co-worker, a co-worker may be transferred temporarily to a position outside his classification for the purpose of receiving training in other positions, during which time he shall receive his regular rate. Such transfers shall not exceed two (2) consecutive weeks at any one time.

33. PAID ELECTION TIME OFF

The Employer shall not alter the regular or normal hours of employment of any co-worker to circumvent either this Agreement or the requirements of Section 48 of the Canada Elections Act and/or Section 200 of the Provincial Elections Act.

34. GENDER

Wherever the use of the male gender is used herein, it shall also apply to the female gender.

35. TRANSFERRED CO-WORKERS

Co-workers may only be transferred from one (1) IKEA Store to another with the consent of the co-worker. The Employer's national Relocation Agreement will outline the terms and conditions related to any such transfers.

36. LOSS OF BENEFITS

No co-worker who, prior to the date of this Agreement, was receiving more than the rate of wages in Appendix "A" shall suffer a reduction in wages because of the adoption of this Agreement.

37. UNION ACCESS

A duly authorized representative of the Local Union will be allowed reasonable access to the place of work during working hours upon receiving permission from management to attend, which permission will not unreasonably be withheld. It is agreed that the Local Union representatives will abide by IKEA's visitor protocol.

38. HARASSMENT FREE WORKPLACE

The Employer and the Union are committed to creating and maintaining a work environment which is free from discrimination that is prohibited by the BC Human Rights Code, including discrimination based on any of the following grounds: race; colour; ancestry; place of origin; political belief; religion; marital status; family status; physical or mental disability; sex, including sexual orientation; age; or a criminal conviction unrelated to the requirements of employment.

If a co-worker feels he or she has experienced or witnessed harassment, he or she should contact their manager and/or the Human Resources manager so that appropriate action can be taken to investigate and deal with all concerns, complaints, or incidents of workplace harassment or discrimination in a timely and fair manner, while respecting all co-workers' privacy, consistent with all parties legal obligations.

IN WITNESS WHEREOF the Party of the First Part has hereunto affixed its signature(s) by its Officers duly authorized therefor, and the Party of the Second Part has hereunto affixed its signature(s) and seal by its Officers duly authorized therefor.

DATED AT Richmond, British Columbia, this day of , 2015.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

Stefan Sjostrand, President IKEA Canada

Ray Zigmont, President Local 213

Suzanne Harrison, Country Deputy HR Manager

Anita Dawson, Business Representative, Local 213

**APPENDIX "A"
WAGE SCHEDULE**

GRID 1: New Hires/Co-workers in Progression*					2017-2022		
Bands	Start	YR 1/ (2015)	YR 2/ (2016)	Max	Auto	Variable	
A	\$ 13.20	\$ 13.86	\$ 14.55	\$ 21.72	3%	1.50%	
B	\$ 12.93	\$ 13.57	\$ 14.25	\$ 20.52	3%	1.50%	
C	\$ 12.21	\$ 12.82	\$ 13.46	\$ 19.73	3%	1.50%	
D	\$ 11.44	\$ 12.01	\$ 12.61	\$ 16.58	3%	1.50%	
E	\$ 11.00	\$ 11.55	\$ 12.13	\$ 14.21	3%	1.50%	

*Co-workers still in progression whose pre-strike wage rate was above the year 2 rate will receive a wage rate increase of 3% auto and a possible 1.5% variable starting January 1, 2015 and annually thereafter until they achieve the max rate

GRID 2: Co-workers at Max Rates**						
Bands	2012 Rate	Max**	2016-2020		2021-2022	
			Auto	Variable*	Auto	Variable*
A	\$21.09	\$ 21.72	1.5% Lump Sum	1.50%	1.5% Base Wage	1.50%
B	\$19.92	\$ 20.52	1.5% Lump Sum	1.50%	1.5% Base Wage	1.50%
C	\$19.16	\$ 19.73	1.5% Lump Sum	1.50%	1.5% Base Wage	1.50%
D	\$16.10	\$ 16.58	1.5% Lump Sum	1.50%	1.5% Base Wage	1.50%
E	\$13.80	\$ 14.21	1.5% Lump Sum	1.50%	1.5% Base Wage	1.50%

*Variable component to be paid as a lump sum

**On January 1, 2015, existing co-workers at the 2012 max rate will move to the new max rate

GRID 3: New/In Progression Team Leaders*					
Bands	Start Rate	Max	2015-2022		
			Auto	Variable	
A	\$ 20.55	\$ 23.67	3%	1.50%	
B	\$ 18.90	\$ 23.67	3%	1.50%	
C	\$ 17.13	\$ 23.67	3%	1.50%	
D	\$ 15.36	\$ 23.67	3%	1.50%	
E	N/A	\$ 23.67	3%	1.50%	

*Existing team leaders at \$23.67 wage rate will receive lump sum payments of 1.5% auto and a possible 1.5% variable starting January 1, 2015 and annually thereafter

GRID 4:	Productivity as the Basis for Variable							
Fiscal Year	2015	2016	2017	2018	2019	2020	2021	2022
	250	8 th place	8 th place	7 th place	7 th place	6 th place	6 th place	5 th place

Note: ONE IKEA or similar Employer incentive system would not apply at IKEA Richmond

Team Leader Grid 3 – Rates for Team Leader’s positions shall be those set out herein. The rate for a vacant position as a Team Leader shall be set out in the job posting for the position. Team Leaders shall be subject to all provisions of this Collective Agreement. Team Leaders shall clock in all hours

and shall not work overtime unless the overtime is approved in advance by the Team Leader's manager, except in unforeseen circumstances.

Probationary co-workers shall start at START RATE in Grid 1 in their pay rate classification, provided that co-workers who have transferred in from other locations of the Employer, or co-workers who have been hired because of their special experience, may be placed at higher than the starting rate, at the Employer's discretion.

Goals Grid 4 – The performance goals required to achieve the variable components to the remuneration are set up in the above grid 4. Achievement of the productivity goal is required for co-workers to be eligible to receive variable component.

Team Supports

Will be paid at the applicable rate of their department plus a premium of \$0.45 per hour.

APPENDIX "B" - WAGE SCHEDULE

RATE "A" REQUIREMENTS: Positions requires degree, diploma, certificate, license and/or specialty training	
Goods Flow II (Licensed)*	Rate A
Facilities	Rate A
All Safety & Security (including First Aid Certified)	Rate A
Com & In	Rate A
Sales – Kitchens	Rate A
Home Furnishings Consultants	Rate A
Sales Experts	Rate A
RATE "B" REQUIREMENTS: Positions entail comprehensive knowledge, higher level of complexity and customer/co-worker interface	
Exchanges & Returns (Includes Resolutions)	Rate B
Check Out Team Support	Rate B
Inventory Specialist	Rate B
RATE "C" REQUIREMENTS: Positions require in depth product knowledge	
All Other Sales	Rate C
All Other Goods Flow I (Unlicensed)	Rate C
Sales & Supply Support (S3)	Rate C
After Sales	Rate C
Recovery	Rate C
Floater/Com & In Implementer	Rate C
RATE "D" & "E" REQUIREMENTS: Entry Level positions which require minimal training	
Check Out Services	Rate D
Smaland	Rate D
IKEA Food	Rate D
Carts	Rate E

- * (applies to Goods Flow) – Any existing co-worker (pre-November 3, 2014) being paid a rate which he or she does not qualify for will be given six (6) months from November 3, 2014 to obtain the necessary certification/qualifications in order to maintain their current rate. These co-workers will be given sufficient time to obtain the needed qualifications.
- Any existing (pre-November 3, 2014) Work Space IKEA co-worker being paid rate A will remain at rate A as long as he or she remains in the position. All Work Space IKEA co-workers hired after November 3, 2014 will be paid rate C.

LETTER OF UNDERSTANDING NO. 1

BETWEEN: **IKEA CANADA LIMITED PARTNERSHIP**
3320 Jacombs Road
Richmond, British Columbia;

(hereinafter referred to as the "Employer")

AND: **TEAMSTERS LOCAL UNION No. 213**

(hereinafter referred to as the "Union")

Guaranteed Full-Time Positions

The Employer, commits to seventy (70) positions that are full-time status. The seniority list shall be marked to indicate which active employees are full-time and a current list will be provided to the Union every two (2) months.

While the full-time positions are allocated in the store as follows, the Employer retains the right to reallocate the number of positions by department set out below to address its business needs. The Employer shall first seek volunteers to transfer to the necessary department(s). Failing sufficient volunteers the Employer shall transfer the junior co-worker(s) from the department with excess to the department with increased needs. Where the junior co-worker does not volunteer and is transferred by the Employer, the co-worker will receive the rate of pay of his/her old position or new position, whichever is greater.

As the needs of the business change the Employer will provide the Union with an updated list of the departments to which the guaranteed positions are allocated.

Number of Positions	
By Department	Position
1	Builder
2	Customer Convenience
2	Facilities
3	Safety and Security
3	Cash
3	Self Serve
3	Resolutions
4	Recovery
7	IKEA Food
5	Showroom
10	Logistics
7	Work IKEA, Small Business & Children's, and Kitchens
11	Communications and Interiors
9	Markethall

Number of positions by department include co-workers, team leaders and team supports.

DATED AT Richmond, British Columbia, this day of , 2015.

FOR THE EMPLOYER

FOR THE UNION

Stefan Sjostrand, President IKEA Canada

Ray Zigmont, President Local 213

Suzanne Harrison, Country Deputy HR Manager

Anita Dawson, Business Representative, Local 213

LETTER OF UNDERSTANDING NO. 2

BETWEEN: IKEA CANADA LIMITED PARTNERSHIP

3320 Jacombs Road
Richmond, British Columbia;

(hereinafter referred to as the "Employer")

AND: TEAMSTERS LOCAL UNION No. 213

(hereinafter referred to as the "Union")

Guaranteed Part-Time Positions

The Employer commits to maintain a minimum of forty (40) positions that are guaranteed thirty (30) hours a week over a 4 or 5 day period depending on the needs of the business.

Number of Positions By Department	Position
3	IKEA Food
2	Playroom
2	Recovery
2	Home Delivery
2	Safety and Security
2	Self Serve
3	Showroom
3	Work IKEA, Small Business & Children's, and Kitchens
3	Logistics
7	Returns and Handouts
4	Markethall
7	Cash

Number of positions by department include co-workers, team leaders and team supports.

It is understood that the part-time guaranteed positions shall be the senior co-workers in the respective departments and that those designated co-workers shall be fully available. If scheduling restrictions are exercised, then for the period of restriction the guaranteed hours shall be offered to the next senior co-worker. The Employer retains the right to reallocate the number of positions by department set out above to address its business needs. The Employer shall first seek volunteers to transfer to the necessary department(s). Failing sufficient volunteers the Employer shall transfer the junior co-worker(s) from the department with excess to the department with increased needs. Where the junior co-worker does not volunteer and is transferred by the Employer, the co-worker will receive the rate of pay of his/her old position or new

position, whichever is greater, provided the movement does not conflict with the seniority conditions set out in the first sentence of this paragraph.

As the needs of the business change the Employer will provide the Union with an updated list of the departments to which the guaranteed positions are allocated.

DATED AT Richmond, British Columbia, this day of , 2015.

FOR THE EMPLOYER

FOR THE UNION

Stefan Sjostrand, President IKEA Canada

Ray Zigmont, President Local 213

Suzanne Harrison, Country Deputy HR Manager

Anita Dawson, Business Representative, Local 213



Please remember...

- ✓ To keep us informed of your current address and phone number.
- ✓ To keep the name of your beneficiary up-to-date.
- ✓ If you're off work, your dues become your own responsibility, or you have the right to request a withdrawal card.