

SOURCE	Union		
EFF. DATE	94	10	01
TERM.	98	09	30
No. OF EMPLOYEES	97		
NOMBRE D'EMPLOYÉS	<i>[Signature]</i>		

Collective Agreement

BETWEEN:

**The Real Canadian Superstore
Store #1529**

AND:

Teamsters Local Union No. 31

Effective to September 30, 1998
Whitehorse, Yukon

1995 - 6

1004001

A G R E E M E N T

THE REAL CANADIAN SUPERSTORE

(herein called the "Company")

a body corporate carrying on business in the Yukon
Territories Store #1529

OF THE FIRST PART

AND :

TEAMSTERS LOCAL Union NO. 31

(herein called the "Union")

OF THE SECOND PART

ARTICLE 1

Section 1 Duty to Cooperate for Advancement of Conditions

It is recognized by this Agreement to be the duty of the Company and the Union and the employees to fully cooperate, individually and collectively, for the advancement of conditions.

Section 2 Union Cooperation

The parties agree at all times as fully as it may be within their power to further the interests of the Company.

Section 3 Discrimination Between Employers

The Union undertakes that no terms which are more advantageous than those contained herein will be extended to any competitor of the Company without the latter's prior knowledge.

ARTICLE 2

Section 1 Certification of Bargaining Authority

This Agreement shall cover the employees of the real Canadian Superstore (presently located at 1-303 Ogilvie Street, Whitehorse) except as

excluded by the Certification Order of Canada Labour Relations Board or other employees specifically agreed to by the Union to be excluded from the scope of the Agreement.

Section 2 Department Supervisors

The parties agree that the position of Department Supervisor and any person above the rank of Department Supervisor are excluded from the Collective Agreement and the Certificate of Bargaining Authority issued by the Canada Labour Relations Board.

ARTICLE 3

Section 1 Posting of Agreement

The Company will provide a bulletin board for the posting of this Agreement and for such notices as the Union may from time to time wish to post. The said notices shall be posted and signed by an elected or appointed shop steward or other authorized representative of the Union.

Section 2 Bargaining Authority

All members of the Union shall receive a copy of this agreement which is binding upon the bargaining authority and every employee in the unit for which the Union has been certified.

Section 3 Union Shop

All Employees who are now members of the Union and in good standing, or who may later become members shall maintain such membership during the term of this Agreement.

Section 4 Check-off

Each new employee, when hired by the Company, will be informed by the Company that he is required to become a Union member and the Company will have each new employee sign an Authorization Card authorizing the Company to deduct from his earnings Union initiation fees, Union dues and/or other assessorial charges as levied

against him by the Union, and so indicated on the monthly check-off list as provided by the Union to the Company. The Company will remit same to the Union.

Section 5 Job Security

In the event that the presence of any licensee in the store affects the job security of an employee in the bargaining unit, such employees will be offered comparable employment elsewhere in the store subject to seniority.

ARTICLE 4

Section 1 Probationary

All persons commencing work at the store will be on probation for three hundred (300) hours, after which time they shall become regular employees, if, in the Employer's discretion, they are satisfactory or suitable for regular employment. There shall be no responsibility on the part of the Company respecting employment of probationary employees should they be laid-off for lack of work or discharged during the probationary period.

Section 2 Full-time Employees

Employees who are regularly scheduled on a continuing basis, a minimum of thirty-two (32) or more hours per week to a maximum of forty (40) hours per week, as scheduled by management.

Section 3 Part-time Employees

Employees who are regularly scheduled on a continuing basis less than thirty-two (32) hours per week, as scheduled by management.

Section 4 Calculation

The phrase "on a continuing basis" in this Article means having worked the appropriate

number **of** hours during each of the thirteen (13) consecutive weeks prior to the date of calculation. Paid time **off** shall be counted as hours worked.

ARTICLE 5

Section 1 Conflicting Agreements

The Company agrees not to enter into any agreement or contract with the Union employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement will be null and void.

Section 2 Transfer of Company Title or Interest

The successorship provisions of the Canada Labour Code apply to this agreement.

ARTICLE 6

Section 1 Definition

Seniority shall be the length of regularly scheduled continuous work with the Employer in the department at the store in the bargaining unit. Date and time of hire shall determine relative seniority. Credit shall be given to all employees hired for such work prior to certification from the most recent date **of** hire.

Employees shall have seniority in accordance with the above on either the full-time regular employee seniority list, or the part-time regular employee seniority list. In the event that a part-time employee becomes a full-time employee, his seniority as a full-time employee shall start from the date upon which he achieves full-time status, except for the purposes of determining relative seniority in the **case** of a lay **off**, in which case the employees' company seniority shall apply. Similarly, full-time employees who have converted to part-time status may use their company seniority in the case **of a** layoff.

Section 2 Seniority Lists

Seniority lists will be established for each of the departments in the store. The Employer agrees to provide the Union with current departmental seniority lists for employees once every four (4) months. There shall be two (2) seniority lists, one (1) for full-time regular employees, and one (1) for part-time regular employees.

Section 3 Seniority Commencement

Seniority does not accumulate during the probationary period; but upon successful completion of the probationary period, the seniority shall be back-dated to the date of hiring.

Section 4 Seniority Listings

The Company post and maintain seniority listings. Such up-to-date listings will be posted quarterly, on March 31, June 30, September 30 and December 31, of each year. Copies of current lists will be provided to the Union.

Section 5 Layoff and Recall

Seniority shall be maintained in the reduction and restoration of the work force, providing the senior employee is capable of performing the remaining job or jobs.

Section 6 Bumping

Employees displaced from their regular jobs by the layoff procedure may displace other employees who have less seniority in other departments provided they have the capability to immediately assume the junior employee's position. The employee shall receive the wage rate for the classification for which he is then working. There shall be no bumping up and part-time employees may not bump full-time employees.

Section 7 Sequence of Layoff

Part-time employees shall be the first laid off and full-time employees shall be the last laid off.

Section 8 Reduction of Hours

In the event that the Employer determines that the store hours have to be reduced, every effort will be made to reduce the hours of part-time employees, before adjusting the hours of full-time employees. Where practical for store operations, full-time employee's seniority shall be respected in reduction of their hours.

Section 9 Leaves of Absence

- (1) When the requirements of the Company's services will permit, any employee hereunder, upon written application to the Company, with a copy of said application to the Union, may, if approved by the Company, be granted a leave of absence, in writing (with a copy to the Union) for a period of thirty (30) days. Under such leaves the employee shall retain and accrue seniority only.
- (2) Such leave may be extended for an additional period of thirty (30) days when approved by both the Company and the Union (in writing), and seniority will accrue during such extension.
- (3) Any employee hereunder on leave of absence engaged in gainful employment without prior written permission from both the Company and the Union, shall forfeit his seniority rights and his name will be stricken from the seniority list and he will no longer be considered an employee of the Company.
- (4) An employee may request an unpaid leave of absence to accommodate vacation travel, such leave not to exceed one week and the store manager will make every effort to accommodate such request, subject to the staff requirements of the store. Application for such leave must be made at the time the vacation scheduling is prepared.

Section 10a). Promotion

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

- b) An employee who agrees to fill a temporary vacancy outside the bargaining unit arising from illness, accident, maternity leave, or approved leave of absence shall return to the bargaining unit without loss of seniority when the former employee returns to work. A regular full-time employee assigned to relieve the following Department Supervisor for a period of more than two days shall be paid the following premium for such position for all time so employed:

General Merchandise Supervisors - \$.50 per hour;

Premium pay for relieving the above Department Supervisors shall be over and above the employee's present prevailing rate.

Section 11

- a) Part-time employees shall declare their availability three times per year.

- 1) the first Sunday in January
- 2) the last Sunday in June
- 3) the first Sunday in September

Part-time employees shall be required to work according to the thrice-yearly Declarations of Availability. No changes to availability shall be permitted other than the three dates except for students in September and January where authorized by the Industrial Relations Department.

Post-secondary students shall have the option of declaring their availability

on the last Sunday in April instead of the last Sunday in June. Students must be available to work for all hours on either Saturday or Sunday.

- b) The Company will forward Declaration of Availability forms to each part-time employee no less than thirty (30) days prior to the Declaration dates in (1), (2), (3) above. Such forms shall be completed by the employee and returned to his Supervisor, prior to the declaration dates. Failure to provide the Supervisor with a Declaration of Availability prior to the Declaration Dates shall result in the continuance of the previous Declaration of Availability. New employees shall be required to complete Declaration of Availability forms at the time of their application for employment. Copies of all Declaration of Availability forms shall be forwarded to the Union office.

ARTICLE 7

Section 1 Meal Period

The employees shall, except by mutual agreement between the parties hereto, take at least one continuous period for meals of not less than thirty (30) minutes or more than one (1) hour in any one day. No employee shall be compelled to take more than one continuous hour during such period nor compelled to take any part of such continuous hour before he has been on duty two (2) hours or after he has been on duty five (5) hours.

Section 2 Rest Periods

Employees who work shifts of at least six (6) hours duration, shall be entitled to two (2) paid fifteen (15) minute rest periods, one (1) during each half (1/2) of the shift. Employees working a shift of three (3) or more hours, but less than six (6) hours shall receive one (1) rest period during each shift.

ARTICLE 8Section 1 Pay Period

All regular employees covered by this Agreement shall be paid not less frequently than every other Friday all wages earned by such employees to a day not more than twenty (20) days prior to the day of payment. The pay period shall commence each Sunday at 12:01 a.m.

The Company shall provide every employee covered by this Agreement with a separate and detachable itemized statement complete in all detail in respect of all wage payments made to such employee. Such statements shall set forth the total hours worked, the total overtime hours worked, either time and one-half or double time, the rate of wages applicable and all deductions made from the gross amount of wages.

ARTICLE 9Section 1 Paid for Time

All employees covered by this Agreement shall be paid for all time spent in service of the Company. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time that the employee is ordered to report for work or registers in, whichever is later, until he is effectively released from duty.

Section 2 Funeral Leave

- a) When death occurs to a member of a regular full-time employee's family, the employee will be granted, upon request, a leave of absence to attend the funeral and make arrangements when required, and shall be compensated at his/her regular straight time hourly rate for hours lost from his/her regular schedule as per the following.

In the case of the death of a spouse, common-law spouse, child, father, mother, brother or sister, the employee will be granted up to five (5) continuous days leave without loss of pay, commencing with the day of death.

In the case of the death of a father-in-law, mother-in-law, grandfather, grandmother or legal guardian, the employee will be granted three (3) continuous days' leave without loss of pay, commencing with the day of death.

In the case of death of all other relatives the employee will be granted one (1) day's leave without loss of pay to attend the funeral or memorial service.

All employees may have up to five (5) additional days unpaid leave of absence if required.

- b) Part-time employees shall be granted time off in the event of death within the employee's family. The term "employee's family" shall include those relatives as defined in the above clause, Section 2 (a). The length of such leave shall be determined by the Employer, with consideration given with respect to travel time. The time off, with pay, shall be determined on pro rata basis of normal scheduled hours worked during the prior four (4) weeks for days of leave of absence, which normally would have been work days.

Section 3 Jury Duty

Any regular full-time employee who is required to perform jury duty on a day on which he would normally have worked or attends Court in response to a subpoena only to give evidence as a witness concerning matters occurring during the regular hours of his employment with the company, will be reimbursed by the company for the difference between the pay received for jury duty or witness attendance and his regular straight time hourly rate of pay for his regularly scheduled hours of work, It is understood that such reimbursement shall not be for hours in excess of eight (8) per day or thirty-seven (37) hours per week, less pay received for jury duty. The employee will be required to furnish proof of jury duty service or witness attendance and jury duty pay or witness fees received therefore, and the employee shall be responsible to account to the Company for witness fees received both with

a subpoena and subsequently to the service thereof. Any employee on jury duty or witness attendance shall, subject to this provision, make himself available for work before or after being required for such duty whenever practicable.

This clause will have no application for an employee on leave of absence, or when receiving benefits under the Health and Welfare Programme, Annual Vacations, Workers' Compensation or as otherwise covered in this Agreement.

Section 4 Medical Examinations

(1) All employees required to take time off, or time taken, for the following reasons shall be paid for all time lost:

(a) Company required medical examinations.

It is understood that the Company will pay for medical examinations in (a).

(2) Where an employee's doctor declares he is fit to return to work, but the Company doctor declares he is unfit to return to work, he shall be examined by a specialist whose specialty covers the original disability.

Section 5 a. Compensation Sickness Coverage

When an employee goes off work ill or on compensation, the Company shall continue to pay both his welfare fees and Union dues so that the employee shall be protected to the utmost, provided:

(1) the employee reimburses the Company for such contributions made on his behalf and is at no time more than four (4) months in arrears, and

(2) the period of such coverage shall exceed twelve (12) months only by mutual agreement of the two (2) parties.

When an employee returns to work, the Company shall deduct from his earnings any monies the Company has paid out in respect of his contributions.

In the event any employee does not return to work, and the employee refuses or neglects, on demand at his last known address, to make restitution for such monies paid out, the Union shall then reimburse the Company for said amount.

- (3) When employees on compensation are directed by the Compensation Board or their physician that they return to work, they shall be returned to the payroll at their previous classification and rate of pay for a period of one (1) week to see if they are capable of performing the job held at the time of injury, and, if so, shall be kept on the payroll. This shall not apply to employees off work by reason of sickness.

SECTION 5 b. Severance Pay

If there is a permanent closure of the store which directly causes a regularly scheduled employee, including part-time employees, to lose his employment, the Employer in addition to accrued vacation pay, shall pay severance pay as follows:

- (1) for employees with two **(2)** or more years of service, one (1) week pay for every year of service to a maximum of twenty-six (26) weeks.

To determine the above, a year shall be calculated according to an employee's anniversary date.

Section 6 Staff Meetings

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

Section 7 Maternity and Child Care Leave

The maternity and child care leave provisions of the Canada Labour Code shall apply to all employees in the bargaining unit.

ARTICLE 10 MANAGEMENT RIGHTS

Subject to the terms of this Agreement, the Union recognizes that it is the function of the Company:

- a. To maintain order, discipline and efficiency.
- b. To hire, discharge, classify, suspend for proper cause, direct or transfer employees from one classification to another, move employees from one location to another for proper reason.
- c. To increase and decrease working forces.
- d. To make or alter from time to time rules and regulations to **be** complied with by its employees. All matters concerning the operation of the Company's business shall be reserved to the management.
- e. An employee's disciplinary record shall only contain those matters conveyed to the employee in writing with a copy to the Union.
- f. Upon request within seventy-two (72) hours from an employee, the Company shall, within seventy-two (72) hours, give its reason in writing for discharge, suspension or reclassification.

ARTICLE 11Section 1 Picket Line

Employees who refuse to cross a legal picket line directed at the Employer for fear of their personal safety shall not be subject to discipline by the Employer.

The Union agrees to immediately notify the Employer concerning any picket lines of which it has knowledge that may affect the store's operation.

ARTICLE 12

Section 1 Inspection Privileges

Authorized agents of the Union shall have access to the Company's establishment during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the company's working schedule. Permission shall be requested on arrival and permission shall be granted to designated areas. Time shall be given to the shop steward to carry out his duties provided he/she has received permission to leave his/her work station beforehand.

Section 2 Shop Stewards

The Union shall elect or appoint Shop Stewards from among its members in the bargaining unit and shall notify the company in writing forthwith of such appointments and deletions and during the months of January and July in each year, of those employees so elected or appointed. The Company will recognize Shop Stewards and not discriminate against them for lawful Union activity.

The Company shall allow time off without pay to any employee who is serving on a Union committee or as a delegate, providing all requests for time off are reasonable and/or do not interfere with the proper operation of the business and provided five (5) calendar days' written notice is given to the company by the Union, specifying the length of time off.

ARTICLE 13

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Section 1 Sanitary Conditions

The Company agrees to maintain adequate clean sanitary washrooms and lunchrooms having hot and cold running water and with toilet facilities. Some lockers will be supplied on a day use basis. All locks must be removed from the lockers at the completion of the employees shift - the Company will not be responsible for any contents. It shall be the responsibility of employees to use lunchroom and washroom facilities carefully and considerately in order to keep them in a clean and sanitary condition and free from unnecessary damage insofar as same may be possible with normal usage.

Section 2 First Aid

The Company shall provide first-aid provisions in accordance with the Workers' Compensation Act.

Section 3 Uniforms Supplied

The Company agrees that if any employee is required to wear any kind of uniform as a condition of his/her continued employment, such uniform shall be furnished by the Employer free of charge. Further, adequate warm clothing shall be provided by the Company for employees required to work in the stock room or who pick up carts and remove Garbage from the store. The above shall not apply to the normal dress code requirements.

ARTICLE 14 NOTICE OF SCHEDULE

Regular hourly paid employees shall be notified before quitting time on the last shift of their work week if they will not be required to work their next regular work day.

Should any employee, so notified, be called to work on the day following notification, his starting time shall be the same as his starting time on the day previous and he shall be paid therefrom.

ARTICLE 15 PAID-FOR DAY OF ACCIDENT

If an employee, after starting work, meets with an accident which incapacitates him from carrying on his duties, he shall be paid his full day's wages for the day of his injury, providing he is not in receipt of compensation from the Workers' Compensation Board for that day.

ARTICLE 16 PAY FOR CHANGE IN CLASSIFICATION

When an employee from a higher rated classification is requested to work, temporarily or until permanently reclassified, at a lower rate classification, he shall continue to be paid at the rate paid for the higher rated classification. Where an employee from a lower rated classification is requested to work in a higher rated classification for two (2) or more hours, he shall be paid for all such hours worked, at the rate paid for the higher rated classification.

ARTICLE 17 WAGES

The regular rates of wages shall be those set out in Appendix "A" hereunto annexed and forming part of this Agreement.

ARTICLE 18Section 1 Health and Welfare

The Company will provide each employee with the benefit package when the employee becomes eligible for benefits. The package will outline the provisions of the plans available, including Dental, Pension and Supplementary Medical.

Full-time employees with three (3) months qualifying service will **be** eligible for sick pay at eighty per cent (80%) of the regular hourly rate for the first three (3) days in any year.

A Physician's note may be required for any illness or absence longer than one (1) day.

Full-time employees with three (3) months qualifying service will be eligible for Weekly Indemnity from day four (4) of a sickness or accident paid at sixty-six and two-thirds per cent (66 2/3%) of their regular hourly rate to a maximum of twenty-six (26) weeks.

An "Attending Physician's Statement" as per the Company's required format must be completed and submitted for all Weekly Indemnity claims.

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

ARTICLE 19 GENERAL

Section 1 Interpretation

Nothing in this Agreement shall be construed as a guarantee of work or pay, or of hours of work per day, or per week, or of days of work per week. This Article, insofar as it addresses working hours, is intended to outline the normal or regular hours of work.

Section 2 Normal Work Week

The normal work week for full-time employees shall be their normally scheduled hours of thirty-two (32) up to forty (40) hours per week.

Section 3 Scheduling

Employees scheduled 37 hours or more in a week will be scheduled five (5) daily shifts of not less than 7 hours per day. Employees shall not be scheduled shifts of less than four (4) hours per day with the exception of students who work on their school days. For students on school days the reporting time paid shall be only those hours worked, except when employed for less than two (2) consecutive hours; in which event, they shall receive a minimum of two (2) hours pay at their regular hourly rate.

Section 4 Part-time Regular Employees

Part-time regular employees may be requested to work additional hours over and above scheduled hours without notice.

Section 5 Posting Regular Shift

The time of an employee's regular shift for the following week shall be posted by Thursday at 6:00 P.M. In the event of failure to post or give such notice, it shall be presumed that the time of his shift for the following week be the same as the current week. Exceptions may be made by mutual agreement between the Company and Union.

- a. Seniority will prevail for the purpose of filling positions providing the employee is capable, but there shall be no job or shift bumping privileges, except in case of layoff.

If an employee has not properly performed the job to the satisfaction of the Employer, the employee will be returned to his former position within the first thirty (30) calendar days.

Section 6 Sunday Opening

If competitive business circumstances cause the Employer to open on Sundays, the following conditions shall apply:

- a. Work on Sundays is voluntary.
- b. Employees volunteering to work on Sunday shall have their work schedules adjusted to accommodate Sunday work and to avoid weekly overtime as a result of working Sunday.
- c. Sunday hours of work shall be paid at regular straight time rates, subject to daily overtime.
- d. Regular full-time employees who work less than 37 hours on a regular basis shall be given preference over other regular full-time employees and part-time employees in filling out the Sunday work schedule.

- e. Part-time employees shall be given preference over regular full-time employees working 37 hours or more on a regular basis in filling out the Sunday work schedule.
- f. If insufficient numbers of employees volunteer for Sunday work the Employer may hire part-time employees.

Section 7 Overtime

- a. All time worked over eight (8) hours in any shift or all time worked in excess of forty (40) hours a week shall be considered overtime and the employee is entitled to time and a half his regular rate of pay for such hours worked.
- b. Overtime shall be allocated on the basis of seniority on a voluntary manner to those employees working in the department where the overtime is required, provided however, the junior employee or employees shall be required to work overtime should the senior employee not volunteer to work overtime.
- c. Employees who as a result of having to take inventory on their regularly scheduled day off, exceed forty (40) hours of work in that week or exceed eight (8) hours of work on that day shall receive overtime pay for all such overtime hours worked. If the employee requests time off in lieu of overtime pay, the time off will be hours of overtime worked times 1 1/2 and must be taken within two (2) weeks of the inventory day.
- d. There will be no overtime scheduled in excess of four (4) hours over an eight (8) hour shift.
- e. Employees who are scheduled to work thirty-seven (37) hours per week shall, notwithstanding subparagraph (a), receive time and a half their regular rate of pay for all hours worked over eight (8) hours in any shift or all time worked in excess of thirty-seven (37) hours in a week.

Section 8 Statutory Holidays

- a. All full-time regular employees shall be granted the following days with pay: New Year's Day, Good Friday, Victoria Day, Dominion Day, Discovery Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day. Additionally, the Employer shall grant such employees any other day which may be declared a general holiday by the Federal or Territorial government. Part-time regular employees shall be granted the specified days listed above.

Payment for part-time regular employees shall be based on their regular hourly wage rate multiplied by their average daily hours during the prior twenty (20) days actually worked.

Payment for full-time regular employees shall be based on the regular hourly wage rate multiplied by their average daily hours during the prior twenty (20) days actually worked,

- b. Premium

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

- c. During Vacation

If any of the holidays cited in Section 1 occur during an employee's annual vacation, an additional day's vacation with pay shall be allowed.

- d. Qualifying Days and Payment

In order to qualify for holiday pay for the holidays set out in Section 1 the employee must have been employed for at least thirty days and must work the entire last-scheduled shift prior to, and the entire next-scheduled shift following, the holiday. This

qualification does not apply if the employee is ill, absent on a Leave authorized by this Agreement, or on vacation, on either or both of the qualifying days. The Employer shall not lay off otherwise eligible employees for the purpose of disqualifying them under this provision.

Section 9 Union Decals

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

Section 10 Night Premium

Employees shall receive a premium of thirty cents (\$.30) for each hour worked between 11:00 p.m. and 5:00 a.m.

ARTICLE 20 ANNUAL VACATIONS

Section 1 Full-time Employees (employees regularly scheduled thirty-two (32) hours per week or more).

Employees having the years of completed service shown in column 1 shall be entitled to the number of weeks vacation shown in column 2 with vacation pay calculated according to column 3:

<u>Completed Service</u>	<u>Entitlement</u>	<u>Pay</u>
1 yeas	2 weeks	4%
5 years	3 weeks	6%
10 years	4 weeks	8%
20 years	5 weeks	10%

Vacation pay will be calculated as follows:

Full-time employees will receive their regular weeks' pay for each week of vacation.

Employees who work various schedules of less than 37 hours will receive 4%, 6%, 8% or 10% of their gross earnings, based on their years of service as shown above.

Section 2 Part-Time Employees (those scheduled for less than thirty-two (32) hour's per week)

Part-time employees are entitled to two weeks' vacation.

Vacation pay will be calculated on a percentage of gross earnings during the previous vacation year. The percentage used will be in accordance with years of completed service as shown below:

<u>Completed Service</u>	<u>Pay Calculation</u>
1 year	4%
5 years	6%
10 years	8%
20 years	10%

- a. Employees with less than one (1) year of completed service shall be paid four percent (4%) of their gross earnings from their date of hire to year end, in the first pay period in February, and upon request shall be granted time off without pay up to a maximum of two (2) weeks, to be taken at a time decided by the store manager.
- b. It is agreed and understood by the parties that for the purposes of calculating the vacation entitlement based on years of service, part-time employees who convert to full-time shall be given 50% credit for their part-time years of service in calculating their full-time vacation entitlement.

Section 3 Vacation Scheduling

Employees shall be granted their vacation dates in order of their seniority consistent with the efficient operation of the business. Vacation lists will be posted on or before January 31st of each year. Employees must indicate their vacation preference by March 15th of each year. The schedule will be finalized and posted by the Employer by April 1st.

Full-time employees will be given preference of dates before part-time employees schedule finalized.

Employees cannot be scheduled for vacation during the month of December except by mutual agreement with store manager.

Employees who are entitled to more than three (3) weeks annual vacation may not take more than 3 consecutive weeks of their annual vacation at any one time, provided however that the store manager may upon request agree that more than three (3) weeks' vacation may be taken at once in special circumstances and only on an occasional basis.

Vacations or vacation pay must be taken during the twelve month vacation year and cannot be banked or carried over from year to year.

Vacation pay will be paid on the first pay period in February.

ARTICLE 21

Section 1 Saving Clause

If any Article or Section of this Contract or of any riders hereto should be held invalid by operation of law or by any tribunal or 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 Contract and of any rider thereto, 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.

Section 2 Negotiations for Replacement of Articles

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 either party 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 dispute to the procedure as outlined in Article 27 following.

ARTICLE 22 STRIKE AND LOCKOUTS

Section 1 Work Stoppages

The Union agrees that there shall be no strikes, slowdowns or other work stoppages for any cause whatsoever during the life of this Agreement. The Employer agrees that there shall be no lockouts during the life of the Agreement. Both parties agree that all disputes which are within the scope of the grievance and/or arbitration provisions of this Agreement shall be adjusted through such procedures.

ARTICLE 23 MARGINAL NOTATIONS

The marginal Section and Article headings shall be for purpose of reference only and may not be used as an aid in the interpretation of this Agreement.

ARTICLE 24 GRIEVANCE PROCEDURE

Section 1 All questions, disputes and controversies arising under this Agreement or any supplement hereto shall be adjusted and settled within the terms and conditions set forth in this Agreement in the manner provided by this Article unless otherwise expressly provided in this Agreement. The procedure for such adjustment and settlement shall be as follows:

Prior to a grievance being filed in writing, the employee shall attempt to resolve his concerns through discussion with his immediate supervisor or management. If the matter is not resolved to the employee's satisfaction then any further steps shall be processed as follows:

Step 1 The employee or his steward shall present the grievance in writing to the Store Manager, which grievance shall clearly set out the alleged violation of the agreement and the resolution sought.

The grievance must be presented to the Store Manager within five (5) working days of the discussions held between the employee and his immediate supervisor. Within five (5) working days of the presentation of the written grievance the Store Manager shall render a written reply to the grievance.

Step 2 If the reply of the Store Manager does not resolve the grievance, the employee or his steward shall submit the written grievance to the Industrial Relations Manager within five (5) working days of receipt of the Store Manager's reply. Within ten (10) working days of receiving the grievance the Industrial Relations Manager will arrange a meeting with the employee and his steward and/or other Union representatives for the purpose of resolving the grievance.

Step 3 If the grievance is not resolved at this stage, then the matters may be submitted to arbitration. The grievance must be referred to arbitration within ten (10) working days of the Industrial Relations Manager's answer at Step 2.

Arbitration The parties shall agree upon a single person to act as an arbitrator. If agreement cannot be reached, the Federal Minister of Labour will be asked to appoint an arbitrator for the parties.

The Arbitrator's decision shall be binding on the parties, but he has no power to modify or change any provision of this Collective Agreement. The fees and expenses of the single arbitrator shall be borne equally by the two (2) parties to the dispute.

Time Limits The time limits to initiate a grievance, including the discussion stage shall be:

- a. termination or layoff five (5) working days from date of termination or layoff;

- b. all other fifteen (15) working days from the date the circumstances giving rise" to the grievance occurred.

If the time limits in this article are not adhered to, the Company or the Union shall forfeit the grievance as the case may be. Time limits may be waived by mutual agreement. Policy or management grievances must commence at Step 2.

ARTICLE 25

Section 1 - Term of Agreement

This Agreement will be in full force and effect upon ratification until the ~~tember, 1998~~, shall remain in full force and effect from year to year thereafter, provided that either party may not less than ninety (90) days and not more than one hundred and twenty (120) days immediately preceding the 30th day of September, 1998 by written notice to the other party:

- a. 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.
- b. Terminate the Agreement on the next succeeding anniversary date thereof, and require the other party to commence collective bargaining with the view aforesaid.
- c. Terminate the Agreement on the next succeeding anniversary date thereof.

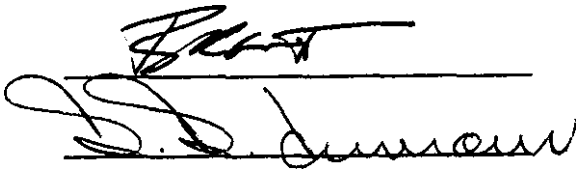
Should either party give written notice to the other party pursuant to sub-section a. hereof, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike, or the Company shall give notice of lockout, or the parties shall conclude a renewal or revision of the Agreement of a new Collective Agreement.

Section 2

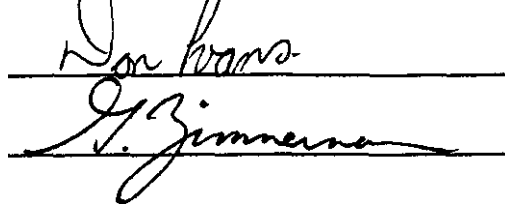
In the event ~~of~~ a national emergency is declared by the Government of Canada, either party may declare the Agreement open for revision by submitting a written request of thirty (30) days notice to the other party.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this 23rd day of November, 1994.

SIGNED ON BEHALF OF
THE PARTY OF THE FIRST PART



SIGNED ON BEHALF OF
THE PARTY OF THE SECOND PART



APPENDIX "A"'

WAGE RATE SCHEDULE

<u>Specialists</u>		<u>Effective 10/94</u>	<u>Effective Oct.6/96</u>
0 - 500	hours	9.25	9.25
501 - 1000	hours	9.55	9.57
1001 - 1500	hours	9.85	9.89
1501 - 2000	hours	10.15	10.21
2001 - 2500	hours	10.45	10.53
2501 - 3000	hours	10.76	10.86
3001 - 3500	hours	11.07	11.19
3501 - 4000	hours	11.38	11.52
4001 - 4500	hours	11.69	11.85
4501 - 4838	hours	12.00	12.18
4838 +	hours	12.30	12.50

<u>Assistants</u>		<u>Effective 10/94</u>	<u>Effective Oct.6/96</u>
0 - 500	hours	7.70	7.70
501 - 1000	hours	7.92	7.94
1001 - 1500	hours	8.14	8.18
1501 - 2000	hours	8.36	8.42
2001 - 2500	hours	8.57	8.66
2501 - 3000	hours	8.80	8.90
3001 - 3500	hours	9.03	9.15
3501 - 4000	hours	9.26	9.40
4001 - 4500	hours	9.49	9.65
4501 - 4838	hours	9.72	9.90
4838 +	hours	9.95	10.15

LETTER OF UNDERSTANDING

BETWEEN:

THE REAL CANADIAN SUPERSTORE
Store #1529
(herein called the "Company")

OF THE FIRST PART

AND:

TEAMSTERS LOCAL UNION NO. 31
(herein called the "Union")

OF THE SECOND PART

NEW DEPARTMENT

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

- (a) a new group of products or commodities are to be sold or services offered;
- (b) the pre-existing mix of products or commodities is substantially altered to the extent that merchandising and staff requirements are substantially altered.
- (c) Growth in sales warrants the creation of a separate O.T.C. Department and/or Toiletry Department and/or Photo Lab Department.

When a new department is established, the Department Supervisor for that department will be added to the exclusions under Article 2.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this day of , 1994

SIGNED ON BEHALF OF THE
PARTY OF THE FIRST PART

SIGNED ON BEHALF OF THE
PARTY OF THE SECOND PART

Don Davis

A. Zimmerman

LETTER OF UNDERSTANDING

BETWEEN:

THE REAL CANADIAN SUPERSTORE #1529

(herein called the "Company")

OF THE FIRST PART

AND:

TEAMSTERS LOCAL UNION NO. 31

(herein called the "Union")

OF THE SECOND PART

NEW DEPARTMENT

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

- (a) a new group of products or commodities are to be sold or services offered;
- (b) the pre-existing mix of products or commodities is substantially altered to the extent that merchandising and staff requirements are substantially altered.
- (c) Growth in sales warrants the creation of a separate O.T.C. Department and/or Toiletry Department and/or Photo Lab Department.

When a new department is established, the Department Supervisor for that department will be added to the exclusions under Article 2.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this 23rd day of November, 1994.

SIGNED ON BEHALF OF THE
PARTY OF THE FIRST PART

SIGNED ON BEHALF OF THE
PARTY OF THE SECOND PART

LETTER OF UNDERSTANDING

BETWEEN: The Real Canadian Superstore #1529
AND: Teamsters Local Union No. 31
RE: TEAMSTERS LOCAL UNION NO. 31 UNION/INDUSTRY
ADVANCEMENT FUND

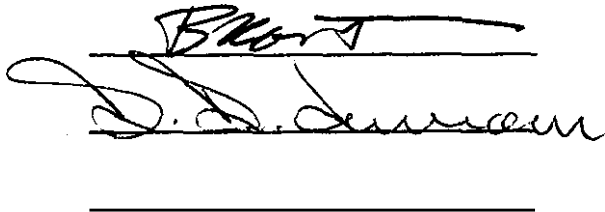
The Teamsters Local Union No. 31 Union/Industry Advancement Fund shall be for the enhancement of all persons dependent upon any industry represented by Teamsters Local Union No. 31

The Company shall make contributions of five cents (\$ 05) per hour for which wages are payable hereunder for each employee covered by this Collective Agreement

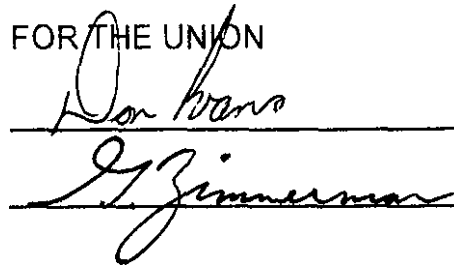
Payment of said funds shall be made to the Teamsters Local Union No 31 Union/Industry Advancement Fund by the 15th of the month following that to which they refer This payment will be independent and separate from any other payment made to the Teamsters Local Union No 31

Signed this 23rd day of November, 1994

FOR THE COMPANY



FOR THE UNION



LETTER OF UNDERSTANDING

BETWEEN:

THE REAL CANADIAN SUPERSTORE #1529

AND:

TEAMSTERS LOCAL UNION NO. 31

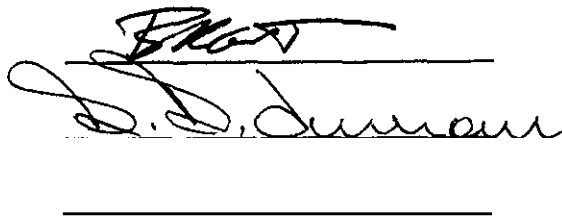
The Parties agree that, to enhance the Company's ability to develop supervisory staff, there shall be created the position of Assistant Department Supervisor. The Assistant Department Supervisor shall be:

- (a) filled by individuals hired or selected on the basis of their merit, qualifications, ability and seniority as determined by Management;
- (b) required to provide all relief for Department Manager;
- (c) when not relieving, receiving hours equal to but not more than the senior employee in the Department.

The rate shall be thirty cents (\$.30) per hour over the top rate paid in the Department.

Signed this 23rd day of November, 1994

FOR THE COMPANY



FOR THE UNION

