

SOURCE	Union		
EFF.	98	10	01
TERM.	04	09	30
No. OF EMPLOYEES	70		
NUMBRE D'EMPLOYES	70		

Collective Agreement

BETWEEN:

**Real Canadian Superstore Ltd.
(Whitehorse #1529)**

AND:

Teamsters Local Union No. 31

IF YOU ARE LAID OFF, DISCHARGED OR VOLUNTARILY LEAVE
YOUR EMPLOYMENT, IT IS **YOUR** RESPONSIBILITY TO APPLY TO
THE LOCAL UNION OFFICE FOR A **WITHDRAWAL CARD**.

DO NOT ASK YOUR SHOP STEWARD

DO NOT ASK YOUR BUSINESS AGENT

THE RESPONSIBILITY **IS YOURS** ALONE

DISCLAIMER:

SHOULD ANY QUESTIONS ARISE REGARDING CLAUSES OR
SECTIONS IN THIS BOOKLET, THE ORIGINAL SIGNED COLLECTIVE
AGREEMENT ON FILE AT LOCAL #31 WHITEHORSE OFFICE WILL
BE THE DETERMINING FACTOR

Table of Contents

ARTICLE 1		
Section 1	<i>Duty to Cooperate for Advancement of Conditions</i>	1
Section 2	<i>Union Cooperation</i>	1
Section 3	<i>Discrimination Between Employers</i>	1
Section 4	<i>Clarification of Terms</i>	1
ARTICLE 2		
Section 1	<i>Certification of Bargaining Authority</i>	1
Section 2	<i>Department Supervisors</i>	1
ARTICLE 3 – UNION SECURITY		2
Section 1	<i>Posting of Agreement</i>	2
Section 2	<i>Bargaining Authority</i>	2
Section 3	<i>Union Shop</i>	2
Section 4	<i>Check-off</i>	2
Section 5	<i>Job Security</i>	2
ARTICLE 4		
Section 1	<i>Probation</i>	2
Section 2	<i>Full Time Employees</i>	2
Section 3	<i>Calculation</i>	2
ARTICLE 5		
Section 1	<i>Conflicting Agreements</i>	3
Section 2	<i>Transfer of Company Title or Interest</i>	3
ARTICLE 6		
Section 1	<i>Definition</i>	3
Section 2	<i>Seniority Lists</i>	3
Section 3	<i>Seniority Commencement</i>	3
Section 4	<i>Seniority Listings</i>	3
Section 5	<i>Layoff, Recall and Termination</i>	3
Section 6	<i>Bumping</i>	4
Section 7	<i>Sequence of Layoff</i>	4
Section 8	<i>Reduction of Hours</i>	4
Section 9	<i>Leaves of Absence</i>	4
Section 10	<i>Promotion</i>	4
Section 11	<i>Availability</i>	4
ARTICLE 7		
Section 1	<i>Meal Period</i>	5
Section 2	<i>Rest Periods</i>	5
ARTICLE 8		
Section 1	<i>Pay Period</i>	5
Section 2	<i>Errors in Pay</i>	5
ARTICLE 9		
Section 1	<i>Paid for Time</i>	5
Section 2	<i>Funeral Leave</i>	6
Section 3	<i>Jury Duty and Material Witness</i>	6
Section 4	<i>Medical Examinations</i>	6
Section 5	<i>Compensation Sickness Coverage</i>	6
Section 6	<i>Severance Pay</i>	7
Section 7	<i>Staff Meetings</i>	7
Section 8	<i>Maternity and Child Care Leave</i>	7
ARTICLE 10 MANAGEMENT RIGHTS		7
ARTICLE 11		
Section 1	<i>Picket Line</i>	7

ARTICLE 12		
Section 1	<i>Inspection Privileges</i>	8
Section 2	<i>Shop Stewards</i>	8
ARTICLE 13		
Section 1	<i>Health & Safety Committee</i>	8
Section 1	<i>Sanitary Conditions</i>	8
Section 2	<i>First Aid</i>	8
Section 3	<i>Uniforms Supplied</i>	8
ARTICLE 14		
Section 1	<i>Notice of Schedule</i>	8
Section 2	<i>Requested Day Off</i>	9
ARTICLE 15	PAID FOR DAY OF ACCIDENT	9
ARTICLE 16	PAY FOR CHANGE IN CLASSIFICATION	9
ARTICLE 17	WAGES	9
ARTICLE 18	HEALTH AND WELFARE	9
ARTICLE 19	GENERAL	9
Section 1	<i>Interpretation</i>	9
Section 2	<i>Scheduling</i>	10
Section 3	<i>Part-time Regular Employees</i>	10
Section 4	<i>Posting Regular Shifts</i>	10
Section 5	<i>Sunday Opening</i>	10
Section 6	<i>Overtime</i>	10
Section 7	<i>Statutory Holiday</i>	11
Section 8	<i>Union Decals</i>	11
Section 9	<i>Night Premium</i>	12
ARTICLE 20	ANNUAL VACATIONS	12
Section 1	<i>Full-Time Employees</i>	12
Section 2	<i>Part-time Employees</i>	12
Section 3	<i>Vacation Scheduling</i>	12
ARTICLE 21		
Section 1	<i>Saving Clause</i>	13
Section 2	<i>Negotiations for Replacement of Articles</i>	13
ARTICLE 22	STRIKE AND LOCKOUT	13
Section 1	<i>Work Stoppages</i>	13
ARTICLE 23	MARGINAL NOTATIONS	13
ARTICLE 24	GRIEVANCE PROCEDURE	13
Section 1	<i>Definition</i>	13
Section 2	<i>Discipline Procedures</i>	14
ARTICLE 25		
Section 1	<i>Term of Agreement</i>	14
Section 2	15
	LETTER OF UNDERSTANDING - NEW DEPARTMENT	16
	LETTER OF UNDERSTANDING -ADVANCEMENT FUND	17
	LETTER OF UNDERSTANDING - DEPT SUPERVISOR, VOUCHER, F.T. POSITIONS	18
	APPENDIX A -WAGE SCHEDULE	19

Collective Agreement

Between:

Westfair Foods Ltd.
carrying on business in the Yukon Territory as
The Real Canadian Superstore
Store #1529
hereinafter referred to as "THE EMPLOYER"

And:

Teamsters Local Union #31
hereinafter referred to as "THE UNION"

WHEREAS:

The Employer and the Union desire to cooperate in establishing and maintaining conditions which will promote a harmonious relationship between the Employer and the employees covered by this agreement, and provide methods for a fair and amicable adjustment of disputes which may arise between them.

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. Terms more advantageous to competitors shall then be offered to the Real Canadian Superstore.

Section 4 Clarification of Terms

In this Agreement, wherever the word "he" "his" or "him" appear, it shall be construed as meaning any employee, male or female. Wherever the words "employee" or "employees" appear, it shall mean any person or persons covered by this Agreement.

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 Certification of Bargaining Authority issued by the Canada Labour Relations Board.

Article 3 – Union Security

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

At the time of hiring, the Company shall provide each new employee who is required to be a member of the Union, 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 duration 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. Within fourteen (14) days of hire of each new employee, the Company will remit same to the Union. Each month the Company shall provide to the local Union office a list of all employee terminations.

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 Probation

All persons commencing work at the store will be on probation for *two* hundred and forty (240) 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.

The probationary period for an employee may be extended by an additional one hundred (100) hours in the event that the employee's performance is such that the additional hours might allow for required further development of employee skills, thus allowing the employee a greater opportunity to retain their employment with the Company. It is agreed that the extension will not guarantee permanent employment should the required development not occur or other problems develop. Prior to said extension being made, the employee, the Union and the Employer shall meet to discuss the employee's particular situation.

Section 2 Full Time Employees

The basic work week of an employee working full time shall be thirty-seven (37) hours to be worked as scheduled by the Employer

Section 3 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.

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** shall 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 shall 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, Recall and Termination

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.

Seniority and employment shall be terminated when:

- a) An employee voluntarily quits or is terminated for just cause;
- b) An employee fails to report for work after seven (7) days when recalled from layoff. An employee shall be recalled by registered mail to the last known address on file with the Employer.
- c) An employee has been on layoff and has not worked for a period of six (6) months.
- d) A part time employee has no working hours for a six (6) consecutive month period.
- e) An employee fails to show for work for three (3) consecutive shifts without valid reason and/or without proper prior notice. Article 24, Section 2 – Discipline Procedures shall not apply in these circumstances.

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

- a) 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 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.
- b) 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.
- c) 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.
- d) 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 10 Promotion

- (a) 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.
- (c) An employee assigned to relieve a Department Supervisor for a period of more than two days shall be paid fifty (\$.50) cents per hour in addition to their regular hourly wage for all hours so employed.

Section 11 Availability

- (a) Part-time employees shall declare their availability three times per year:
 - i) the first Sunday in January
 - ii) the last Sunday in June
 - iii) 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 shall make available Declaration of Availability forms to each part-time employee no less than thirty (30) days prior to the declaration dates in (1), (2) and (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 date 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 four (4) or more hours, but less than six (6) hours shall receive one (1) rest period during each shift.

Article 8

Section 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 each employee covered by this Agreement with a separate and detachable itemized statement complete in all detail in respect of all wage payment 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.

Section 2 – Errors in Pay

The Employer is committed to the early resolution of payroll disputes. If an employee believes that they were paid incorrectly, they should immediately bring it to the attention of their Supervisor. If the matter is not resolved to their satisfaction, then it should be brought to the attention of the Manager or the Industrial Relations Department and the Union. In the event that the employee is not paid the correct amount of pay as a result of an error made by the Employer, and is not remedied within three (3) working days, the Employee shall be compensated an additional ten percent (10%) of any shorted amount, provided the employee brings the matter to the attention of the Employer as determined above in the week following payday and the employee has properly recorded their time (by TAS swipe, where applicable).

Article 9

Section 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 the **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 the **loss** of pay, commencing with the day of death.

In the case of all other relatives, the employee will be granted one (1) days 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 rate basis of normal scheduled hours worked during prior four (4) weeks for days of leave of absence, which normally would have been work days.

Section 3 Jury Duty and Material Witness

Any 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 practical.

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

Section 4 Medical Examinations

Employees shall be paid for time lost or time taken for a Company required medical examination. It is understood that the Company will pay for required medical examinations.

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 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:

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

- c) 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.
- u) 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 reimburse the Company for said amount.
- e) 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.

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:

- a) 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 reasons in writing for discharge, suspension or reclassification.

Article 11

Section 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 has knowledge that may affect the store's operation.

Section 2 Requested Day Off

Employees who request, in writing, and are granted a specific day off prior to the posting of the work schedule, shall not have their hours of work for the week reduced as a result of the request being granted, provided not more than one (1) request is made per four (4) week period calendar. It is understood that the above shall be subject to operational requirements and the employee's restriction. This shall not restrict a Supervisor from granting additional days off.

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 high rated classification is requested to work, temporarily or until permanently reclassified, at a lower rate of 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 18 Health and Welfare

The Company will provide each employee with the benefit package when the employee become 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 (80%) percent of the regular hourly rate for the first three (3) days in any year.

The Employer will not require Doctor's certificates from employees unless:

- a) The employee has been formally advised that their attendance record is unacceptable and that Doctor's Certificates will be required in the future: or
- b) The duration of the absence, or circumstances surrounding the absence require justification.

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 (66 2/3 %) percent of their regular hourly rate to a maximum of twenty-six (26) weeks.

An Attending Physician's Statement and Modified Work Forms, as per the Company's required format must be completed and submitted prior to the acceptance and validation of any Weekly Indemnity claim. Employees will be required to participate in the Modified Work Program wherever appropriate as a condition of establishing and/or maintaining their Weekly Indemnity claim.

The Company short term sick plan will be extended to those part-time employees who work thirty-two 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 first fails to meet it before he 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 or 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 Scheduling

Employees scheduled thirty-seven (37) hours or more in a week will be scheduled five (5) daily shifts of not less than seven (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) hour pay at their regular hourly rate.

Section 3 Part-time Regular Employees

Part time employees will not normally be scheduled to work more than five (5) shifts per week, however, on occasion, when circumstances require more than five (5) shifts per week, the Employer will schedule as follows:

- a) Offer the additional shift(s) to those employees that are willing to work, in keeping with seniority provisions:
- b) In the event there are no employees willing to work, the Employer will schedule the required shifts in reverse order of seniority.

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

- c) In those departments that do not have a full time position, the Company agrees that the most senior employee in those departments will receive a minimum of twenty-five (25) hours per week, provided the employee has the merit, fitness and ability to perform relief work for the Department Supervisor on those days that the supervisor is absent from the store and provided the employee has an Available Anytime status.

Section 4 Posting Regular Shifts

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 any 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 5 Sunday Opening

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

- (a) All employees hired prior to ratification shall have the option of declaring themselves unavailable to work on Sunday while still maintaining their "Availability Anytime" status and the level of hours afforded by their seniority, should Sunday be their only restriction.
- (b) This declaration shall be made at the same time as the regular thrice yearly Declaration of Availability is made and will be binding until the next Availability Change.
- (c) in the event there are insufficient numbers of employees available to work in a department on Sunday, the Company will schedule existing employees that have requested to be unavailable for Sundays in that department in reverse order of seniority.

Section 6 Overtime

- (a) All time worked over eight (8) hours in any shift, of all time worked in excess of thirty-seven (37) hours a week shall be considered overtime and the employee is entitled to time and one 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, providing, however, the junior employee or employees shall be required to work overtime should the senior employee not volunteer to work overtime.

- (c) There will be no overtime scheduled in excess of four (4) hours over an eight (8) hour shift.
- (d) Employees who are scheduled to work thirty-seven (37) hours per week shall, notwithstanding subparagraph (a), receive time and one half (1 %) their regular rate of pay for all hours worked over eight (8) hours in any shift of all time worked in excess of thirty-seven (37) hours in a week.

Section 7 Statutory Holiday

- (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.

- (i) Provided he works his regular scheduled full work day before and after the holiday, unless due to bona fide illness or accident, employees regularly working full-time shall receive eight (8) hours pay at his regular hourly rate for each holiday.
 - (ii) All part-time employees who have been employed thirty (30) calendar days or more and have worked an average of at least thirty-two (32) hours or more per week on the four (4) weeks preceding the week in which a Statutory Holiday occurs, shall receive eight (8) hours pay at his regular hourly rate for each holiday.
 - (iii) All part-time employees who have been employed thirty (30) calendar days or more and have worked an average of at least twenty (20) hours per week, but less than thirty-two (32) hour per week in the four (4) weeks preceding the week in which a Statutory Holiday occurs, shall receive six (6) hours pay at his regular hourly rate for each holiday.
 - (iv) All part-time employees who have been employed thirty (30) calendar days or more and have worked an average of at least ten (10) hours per week, but less than twenty (20) hour per week in the four (4) weeks preceding the week in which a Statutory Holiday occurs, shall receive four (4) hours pay at his regular hourly rate for each holiday.
 - (v) All part-time employees who work less than ten (10) hours per week will receive Statutory Holiday pay as set out in the Employment Standards Act.
- (b) Premium
All work performed on a statutory holiday shall be paid for at the rate of one and one half (1 ½) times the employee's 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 (a) 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 (a) above, the employee must have been employed for at least thirty (30) 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 8 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 9 Night Premium

Employees shall receive a premium of forty (\$.40) cents for each hour worked between 11:00 p.m. and 5 a.m.

Article 20 Annual Vacations

Section 1 Full-Time Employees

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 year	2 weeks	4%
3 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.

Section 2 Part-time Employees

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</u>
1 year	4%
3 years	6%
10 years	8%
20 years	10%

- (a) Employees with less than one (1) year of completed service shall be paid four (4%) percent 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 fifty (50%) percent 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 is 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 three (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 in to 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 Lockout

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 purposes of reference only and may not be used as an aid in the interpretation of this Agreement.

Article 24 Grievance Procedure

Section 1 Definition

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:

Policy or management grievances must commence at Step 2.

Prior to a grievance being filed in writing, the employee shall attempt to resolve his concerns through discussion with his immediate supervisor. 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. Time limits for instituting a grievance are:

- i) All Grievances and Termination or Layoff: ten (10) days from the date of the circumstances giving rise to the grievance occurred.
If the time limits in this 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.

Within ten (10) working days of the presentation of the written grievance, the Store Manager shall render a written reply to the grievance to the Union Office and the Shop Steward.

Step 2: If the reply of the Store Manager does not resolve the grievance, the Union shall submit the written grievance to the Industrial Relations Manager within ten (10) working days of receipt of the Store Manager's reply.

Within ten (10) working day 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 arbitrator within twenty-one (21) days, or 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 by the two (2) parties to the dispute.

Section 2 Disciplinary Procedures

All disciplinary actions taken by the Employer shall be subject to the following procedural requirements:

- i) All such meetings shall be convened in a private location.
- ii) In most instances, there shall be no more than the two (2) management persons attending to represent the Employer concerns,
- iii) No disciplinary meetings shall take place unless the Employee concerned is accompanied by a Shop Steward, or in the absence of a Shop Steward, an employee of the employee's choice.
- iv) Where appropriate, disciplinary meetings shall be conducted at or near the end of the employee's shift.

Article 25

Section 1 Term of Agreement

This Agreement will be in full force and effect upon ratification until the 30th of September, 2004, and 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 on hundred and twenty (120) days immediately preceding the 30th day of September, 2004, 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 subsection (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 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 hereunder set their hands and seals this 15th day of February, 1999.

SIGNED ON BEHALF OF
THE PARTY OF THE FIRST PART



Roger Bockstael

SIGNED ON BEHALF OF
THE PARTY OF THE SECOND PART



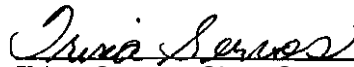
Garney Zimmerman, Pres.



Don Evans, Business Representative



Inez Rands, Shop Steward



Trina Servos, Shop Steward

LETTER OF UNDERSTANDING- 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 preexisting 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 15th day of February, 1999.

SIGNED ON BEHALF OF
THE PARTY OF THE FIRST PART



Roger Bockstael

SIGNED ON BEHALF OF
THE PARTY OF THE SECOND PART



Don Evans, Business Representative

LETTER OF UNDERSTANDING -Teamsters Local Union #31
Union/Industry Advancement Fund

The Teamsters Local Union #31 Union/Industry Advancement Fund shall be for the enhancement of all persons dependent upon any industry represented by Teamsters Local Union #31.

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

Payment of said funds shall be made to the Teamsters Local Union #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 #31.

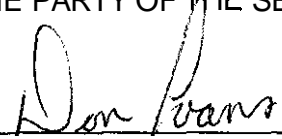
SIGNED this 15th day of February, 1999.

SIGNED ON BEHALF OF
THE PARTY OF THE FIRST PART



Roger Bockstael

SIGNED ON BEHALF OF
THE PARTY OF THE SECOND PART



Don Evans, Business Representative

LETTER OF UNDERSTANDING

Assistant Department Supervisor

The Parties agrees 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 (\$.30) cents per hour over the top rate paid in the Department.

Clothing Vouchers:

The Company agrees to provide within two (2) weeks of ratification all current employees on the Payroll with four (4) vouchers in the amount of \$10.00 each to be used towards the purchase of "Higher State" clothing.

Full Time Positions:

Within two (2) weeks of ratification the Company agrees to increase the current full time positions to four (4) and to place those full time positions in the most appropriate department(s), as determined by the Company. It is further understood that the Company may elect to move the full time positions to a different department, subject to the needs of the business. Should the total store head count fall below fifty (50) Bargaining Unit employees, the Company may elect to delete one (1) full time position.


SIGNED THIS 15th day of February, 1999.

SIGNED ON BEHALF OF
THE PARTY OF THE FIRST PART



Roger Bockstael

SIGNED ON BEHALF OF
THE PARTY OF THE SECOND PART



Don Evans, Business Representative

APPENDIX "A" – Wage Rate Schedule

Specialists	Ratification	Sep-99	Sep-00	Sep-01	Sep-02	Sep-03
0 – 500	8.35	8.45	8.55	8.65	8.75	8.85
501 - 1000	8.60	8.70	8.80	8.90	9.00	9.10
1001 - 1500	9.10	9.20	9.30	9.40	9.50	9.60
1501 - 2000	9.50	9.65	9.80	9.90	10.00	10.10
2001 - 2500	9.82	9.97	10.12	10.22	10.32	10.42
2501 - 3000	10.14	10.29	10.44	10.54	10.64	10.74
3001 - 3500	10.46	10.61	10.76	10.86	10.96	11.06
3501 - 4000	10.78	10.93	11.08	11.18	11.28	11.38
4001 - 4500	11.11	11.26	11.41	11.51	11.61	11.71
4501 - 5000	11.44	11.59	11.74	11.84	11.94	12.04
5001 - 5500	11.77	11.92	12.07	12.17	12.27	12.37
5501 - 6000	12.10	12.25	12.40	12.50	12.60	12.70
6001 - 6338	12.43	12.58	12.73	12.83	12.93	13.03
6339 - +	12.75	12.90	13.05	13.20	13.35	13.50

All Specialists on the payroll at the time of ratification will be given a 1500 class hour credit and be moved onto this new scale

Assistants	Ratification	Sep-99	Sep-00	Sep-01	Sep-02	Sep-03
0 - 500	8.00	8.20	8.30	8.40	8.50	8.60
501 - 1000	8.20	8.35	8.45	8.55	8.65	8.75
1001 - 1500	8.45	8.60	8.70	8.80	8.90	9.00
1501 - 2000	8.70	8.80	8.90	9.00	9.10	9.20
2001 - 2500	8.95	9.05	9.15	9.25	9.35	9.45
2501 - 3000	9.15	9.25	9.35	9.45	9.55	9.65
3001 - 3500	9.40	9.50	9.60	9.70	9.80	9.90
3501 - 4000	9.65	9.75	9.85	9.95	10.05	10.15
4001 - 4500	9.90	10.00	10.10	10.20	10.30	10.40
4501 - 4838	10.15	10.25	10.35	10.45	10.55	10.65
4838 - +	10.40	10.55	10.70	10.85	11.00	11.15

The first wage adjustment will be effective at the start of the first pay period following ratification. Subsequent wage adjustments will be effective at the start of the pay period closest to September 30th.