

Collective Agreement

between

Army & Navy Department Stores Ltd

and

B.C. Government and Service Employees' Union (BCGEU)

Begins:
01/01/1996

Terminates:
12/31/1998

■1568(01)

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ARTICLE 1 - PURPOSE

1.1

This Agreement is entered into for the purpose of promoting and continuing the good relationship between the Employer and its employees represented by the Union, securing prompt and equitable disposition of grievances, promoting efficiency and co-operation in the Employer's operation and establishing mutually acceptable conditions of employment, rates of pay and hours of work.

1.2 Harassment

(a) The Employer and the Union recognize the right of every employee to work in an environment free of personal and sexual harassment.

(b) Every employee shall be provided with a copy of the Company's Workplace Harassment Policy.

1.3

The parties agree that Army and Navy Dept. Store Limited is bound by all provisions of the B.C. Human Rights Act.

ARTICLE 2 - MANAGEMENT RIGHTS

The **Union** agrees that the management has control of the Employer's business, and the direction and control of **the** Employer's work force are vested exclusively in the Employer, subject only to the limitations imposed upon the Employer by the provisions of this Agreement. The Union further recognizes and agrees that the Employer retains all the customary rights, responsibilities, functions **and** prerogatives of management, except **as** expressly modified or restricted by a specific provision of the Agreement.

ARTICLE 3 - RECOGNITION

3.1 Bargaining Agent Recognition

The Employer recognizes the B.C. Government and Service Employees' Union as the sole and exclusive bargaining agent for all employees to whom the certification issued by **the** Labour Relations Board applies, excepting those excluded **by** mutual agreement or legislation **as** listed in Appendix A.

3.2 No Other Agreement

No employee covered by this Agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives which may conflict with, or modify, the terms of this Agreement.

3.3 Union and Employer Representation

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this, the Union shall supply the Employer with names of its officers and similarly, the Employer shall supply the Union with a list of its managers or other personnel with whom the Union **may** be required to transact business.

3.4 Union Representative Store Rights

- (a) The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance.
- (b) An authorized Agent of the Union shall have access to the Employer's establishment during working hours after having requested and received permission from the Manager. It is agreed that such permission will not be unreasonably withheld.

3.5 No Discrimination for Union Activity

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union.

3.6 Union Bulletin Board

The Employer shall provide bulletin board facilities in each store for the exclusive use of the Union, the sites to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the business affairs of the Union. Only authorized Union representatives shall be allowed to post or remove articles from the bulletin board.

3.7 Technical Information

The Employer agrees to provide to the Union such information that is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining and administration of the Collective Agreement.

3.8 Right to Refuse to Cross Picket Lines

Employees covered by this Agreement shall have the right to refuse to cross a picket line which is legal as defined in the Labour Relations Code. Any employee failing to report for duty shall be considered to be absent without pay. Failure to cross such a picket line will not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

3.9 Union Security

- (a) All employees in the bargaining unit, who on the date of ratification of this Agreement, were members of the Union or thereafter become members of the Union, shall, as a condition of continued employment, maintain such membership.
- (b) All employees hired on or after the date of ratification of this Agreement, shall, as a condition of continued employment, become members of the Union and maintain such membership.
- (c) Nothing in this Agreement shall be construed as requiring a person who was an employee prior to the date of ratification of this Agreement to become a member of the Union.

ARTICLE 4 - CHECK-OFF OF UNION DUES

- (a) Every employee to whom the terms and conditions of this Agreement apply, shall sign a check-off form authorizing the Employer to deduct from her/his earnings and to pay to the Union an

amount equal to the current monthly Union Dues and any other assessments as established by the Union, in accordance with its Constitution and/or By-Laws.

(b) While this Agreement continues to apply to those employees who have signed the check-off form, the Employer shall, as a condition of continued employment, deduct from the earnings of each such employee, dues equal to the current monthly Union Dues, after the date of hire.

(c) Deductions will be made at each payroll period and shall be forwarded to the President of the Union not later than the 15th day of the month following.

The Company shall also provide a list of names of those employees from whose salaries such deductions have been made together with the amount deducted from each employee. This information shall include the following: first name, surname, gender, social insurance number, birthdate, job classification, gross pay, month-to-date dues and, where possible, will be provided in ASCII language.

(d) The Employer will put on the T4 slip of each employee the amount of dues paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1st of the succeeding year.

ARTICLE 5 - NEW EMPLOYEES

5.1 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and her/his rights and obligations under it. For this reason, the Union will print and distribute a copy to each employee. The Employer will pay **fifty (50)** percent, up to a maximum of two hundred dollars (\$200.00), of the cost of printing.

5.2

(a) The Stewards shall be advised of the names and work locations of new employees within ten (10) days of these employees being hired.

(b) On the seventh working day following the end of each month, the Employer agrees to provide the Union with a list of the bargaining unit employees.

ARTICLE 6 - CORRESPONDENCE

The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this Agreement shall be sent to the President of the Union or her/his designate, and a copy to a designated steward in the applicable store.

ARTICLE 7 - SAFETY

7.1 Safety

A Safety Committee shall be appointed and consist of not more than two (2) representatives of the Employer, as appointees of the Employer, and not more than two (2) members of the Union, as appointees of the Union at each store.

7.2 Function of Safety Committee

All matters of mutual concern pertaining to safety, shall be referred to the Safety Committee for discussion and settlement. The committee shall not have the authority to alter, modify or change the collective agreement.

7.3 Meetings of Committee

In the event either party wishes to call a meeting of the Safety Committee other than a regular monthly meeting, the meeting shall be held at a time and place fixed by mutual agreement.

7.4

Where a mutually-agreed-to designated safety representative requests to obtain or renew a Level 2 First Aid Ticket, as required by the Industrial Health and Safety Regulations, the Employer will pay the costs of such training or certification, including lost wages.

When such certification is successfully completed, the employee must remain in the employ of the Company for twelve (12) months or reimburse the Company on a pro-rata basis.

7.5 Statutory Compliance

The Union and the Employer agree that regulations made pursuant to statutes of the Province of British Columbia pertaining to the working environment, shall be complied with.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.1

- (a) The Grievance Committee, which shall consist of up to **two** (2) members per store or their alternates when they are not available, shall be permitted reasonable time off with pay during their regular working hours to handle grievances at their store, provided they have first sought and obtained permission from their immediate **non** bargaining unit supervisor to absent themselves from their regular duties for this purpose. Such permission shall not be unreasonably withheld.
- (b) The duties of stewards shall include:
- (1) investigation of complaints;
 - (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
 - (3) supervision of ballot boxes and other related functions during ratification votes;
 - (4) attending meetings at the request of the Employer;
 - (5) carrying out duties within the realm of assigned safety responsibilities in the absence of the safety committee member(s); and
 - (6) attending meetings which are disciplinary at the request of the employee or the Employer.

8.2 Definition of Grievance

- (a) The Employer and the Union recognize that grievances may arise concerning:
- (1) differences between the parties respecting the interpretation, application, operation, or any alleged violation of a provision of this Agreement, including a question as to whether or not a matter is subject to arbitration; or
 - (2) the dismissal, discipline or suspension of an employee bound by this Agreement.
- (b) All grievances shall be finally and conclusively settled in the manner set out in this Article without slow-down, interference with or stoppage of work.
- (c) The procedure for resolving a grievance shall be the grievance procedure in this Article.

8.3

- (a) **Step 1**—The employee concerned may discuss any problems or complaints with her/his non-bargaining unit supervisor. The employee may have her/his steward present at such a discussion. If the dispute is not resolved at this step, the employee may submit a written grievance, through the Union steward, to Step 2 of the grievance procedure. Where the aggrieved employee is a steward, s/he shall not act as a steward in respect of her/his own grievance, but shall submit the grievance through another steward or Union Staff Representative.
- (b) **Time Limits to Present Initial Grievance**—An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed above, must do so no later than ten (10) days after the date:
- (1) On which s/he was notified orally or in writing, of the action or circumstances giving rise to the grievance; or
 - (2) on which s/he first become aware of the action or circumstances giving rise to the grievance.
- (c) **Step 2**
- (1) Subject to the time limits below, the employee may present a grievance at this level by: recording her/his grievance on the appropriate form, setting out the nature of the grievance and the circumstances **from** which it arose;
 - (2) (i) stating the article(s) or clause(s) of the Agreement infringed upon or alleged to have been violated and the remedy or correction required; and
(ii) transmitting her/his grievance to the Department manager and/or Personnel Manager through the Union steward.
 - (3) The Department Manager and/or Personnel Manager shall provide the steward with a receipt stating the date on which the grievance was received.
- (d) **Time Limit to Reply at Step 2**—The Department Manager or Personnel Manager shall reply in writing to the Union steward with a copy to the Area **Staff** Representative within ten (10) days of receiving the grievances at Step 2.

(e) Step 3

(1) The Union Area **Staff** Representative may present a grievance at Step 3 within ten (10) days of the receipt of the Employer's Step 2 response or within 10 days from when the reply was due.

(2) Within ten (10) days of the grievance being presented at Step 3, the General Manger and Union Area Staff Representative shall meet and attempt to resolve the grievance. This meeting may be waived by mutuál agreement.

(3) Within twenty (20) days of receipt of the grievance at Step 3, the General Manager shall reply in writing to the grievor.

(f) Time Limits to Submit to Arbitration—Failing resolution of the grievance at Step 3 and pursuant to Article 9, the Union may inform the Employer of its intent to submit the dispute to arbitration within fifteen (15) days of the date the Employer's Step 3 response was received or due, whichever comes first.

8.4 Administrative Provisions

(a) Notification to arbitrate shall be by registered mail.

(b) Grievances, replies and notification shall be deemed to have been presented on the date on which they were registered and received on the **date** they were delivered to the appropriate-office of the Employer or the Union.

(c) In the event of a dispute, strike, lockout, or other work stoppage in the **Canada** Post Office with British Columbia, this clause shall not apply.

(d) The time limits fixed in this grievance procedure may be altered by mutual agreement of the parties, but the same must be in writing.

8.5 Dismissal Grievances

In the case of a dispute arising from an employee's dismissal, the grievance may be filed directly at Step 3 within ten (10) days of the date on which the dismissal occurred, or within ten (10) days of the Union receiving notice of dismissal.

8.6 Burden of Proof

In all cases of discipline, the burden of proof of just cause shall rest with the Employer.

8.7 Dismissal and Suspension

An employèe must be given any notice for dismissal and suspension in writing and include full reasons for the dismissal or suspension and shall be given to the employee within forty-eight (48) hours of the time dismissal or suspensions is imposed, not including weekends and **statutory** holidays, or the suspension or dismissal will be rendered void. A copy of the notice shall be sent to the Union Area Staff Representative within seven (7) days.

8.8 Right to Grieve Other Disciplinary Action

Upon the employee's request any such document, other than formal employee appraisals and letters of suspension, shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued provided there has not been a further infraction. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware of at the time of filing.

8.9 Personnel File

An employee, the President of the Union or her/his designate, or the shop steward, with the written authority of the employee, shall be entitled to review the employee's personnel file. Access shall be given as expeditiously as possible.

8.10 Right to Have Steward Present

Where the manager intends to interview an employee for disciplinary purposes, the manager shall make every effort to notify the employee in advance of the purpose of the interview. The employee may consult with her/his steward and have the steward present at the interview, providing that this does not result in an undue delay of the appropriate action being taken. A steward who is to be interviewed for disciplinary purposes may be represented by another steward or by a Staff Representative. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

ARTICLE 9 - ARBITRATION

9.1

(a) *Single Arbitrator*—When a party has requested that a grievance be submitted to arbitration, the parties shall have ten (10) working days to agree on a single arbitrator. Failing such agreement, either party may request that a single arbitrator be appointed pursuant to the Labour Relations Code of British Columbia.

(b) *Single Arbitrator Procedure*—The arbitrator may determine her/his own procedure in accordance with the Labour Relations Code of British Columbia and shall give full opportunity to all parties to present evidence and make representations. She/he shall hear and determine the difference or allegation and shall render a decision within thirty (30) days of the conclusion of the hearing.

(c) *Decision of Arbitrator*—The decision of the arbitrator shall be final, binding and enforceable on the parties. The arbitrator shall have the power to dispose of a discharge or discipline grievance by any arrangement which he/she deems just and equitable. However, the arbitrator shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions.

(d) *Disagreement on Decision*—Should the parties disagree as to the meaning of the arbitrator's decision, either party may apply to the arbitrator to clarify the decision, which she/he shall make every effort to do within seven (7) days of receipt of such application.

(e) *Expenses of Arbitrator*—Each party shall pay one-half (1/2) of the fees and expenses of the arbitrator.

9.2 Expedited Arbitration

- (a) All grievances may be considered suitable for and resolved by expedited arbitration.
- (b) By mutual agreement, any grievance may be placed in the expedited arbitration process.
- (c) The parties will use the first available arbitrator from Appendix B who shall be appointed to hear and resolve the grievance by using this procedure.
- (d) Lawyers will not be used by either party.
- (e) Where possible the parties will present an "Agreed Statement of Facts" to the arbitrator.
- (f) The arbitrator shall render a decision within two (2) working days of the hearing. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey her/his decision.
- (g) Decisions of the arbitrator shall not be precedential nor shall they be binding on the parties unless they have mutually agreed to be bound on the referral to expedited arbitration.

ARTICLE 10 - SENIORITY**10.1 Seniority Defined**

Employees transferred by the Employer from one store to the other shall maintain her/his seniority and rate of pay at the new work location.

10.2 Seniority List

The seniority lists will be posted in a convenient place on or before the first day of April and the first day of October of each year, showing the seniority standing of each employee covered by this Agreement. These seniority lists, to include the phone numbers and addresses of the employees, will be provided to the Union and shall be subject to correction upon proper presentation by the Union made within thirty (30) days of the posting of the seniority lists.

10.3 Loss of Seniority

- (a) Except as provided in subsection (b), an employee shall not lose her/his seniority if she/he is absent from work because of sickness, accident, layoff, maternity, adoption, parental or leave of absence approved by the Employer. Seniority will not accrue for leaves of absence in excess of three (3) months.
- (b) Seniority shall be lost if:
 - (1) she/he is discharged for proper cause;
 - (2) she/he resigns or retires;
 - (3) she/he is absent from work in excess of three (3) working days without approval, unless it was not reasonably possible to contact the Employer to request such approval;

(4) she/he fails to return to work following a layoff, within the period prescribed in Article 11, unless unable to do so because of sickness, or other reasonable cause;

(5) she/he is laid off or on sick leave for a period longer than one (1) calendar year. If medical evidence **is** provided that the employee will be fully capable of returning from sick leave to all aspects of her/his job within a further three (3) months, this period will be extended by the amount of time so certified.

10.4

A regular employee who resigns her/his position and within **sixty** (60) days is re-employed by the Company **as** a regular employee shall be granted leave of absence without pay covering these days absent and shall maintain her/his service seniority date and be reinstated with eligible benefits.

ARTICLE 11 - PROMOTIONS, LAYOFFS AND RECALLS

11.1 Seniority to Apply

The Employer agrees that senior employees shall have preference in connection with new positions, job vacancies, promotions, demotions, layoffs **and** recall providing that the merit, ability and efficiency of the competing applicants are relatively equal.

11.2 Job Postings

(a) If a job vacancy occurs which the Employer plans to fill, or a new position is created which comes within the scope of this Agreement, **notice** of such vacancy or new position, provided these are in excess of **two** (2) calendar months, shall be posted on the designated Local 1703 bulletin board for five (5) working days. Employees considering the posting must apply within this five (5) day period.

(b) The posting shall contain the following information: title of the job, qualifications, nature of the position, present hours of work, **and** wage rate.

(c) **A** copy of the job posting will be sent to the chairperson of the bargaining committee and the President of the Union or her/his designate.

(d) Upon the selection of a successful candidate to fill a vacancy, the Employer shall post the name of the successful candidate within seven (7) calendar days of making the appointment, and provide the Union Steward with a copy of the posting.

11.3 Employees to be on ~~Trial~~ Period

When a job vacancy or new position is filled **as** per 11.2 on a permanent basis, the employee concerned shall be on trial period for three hundred and fifty (350) hours of work. At the conclusion of such three hundred **and** fifty (350) hours of work trial period (**or** sooner, if it should become apparent that the employee cannot successfully complete the trial period), the Employer shall review the service of the employee whilst on the job. If such service has proven satisfactory, the Employer shall confirm the employee has the job. If the employee's service is not deemed to be satisfactory, such period may be extended by **mutual** agreement of the Employer and employee for not more than an additional three hundred and **fifty** (350) hours of work.

In the event the successful applicant proves unsatisfactory in the position, or decides to remove herself/himself from the position, during the aforementioned trial period, she/he shall be returned to

her/his former position without loss of seniority or previous salary, and any other employee promoted or transferred because of the rearrangement of positions shall also be returned to her/his former position without loss of seniority and previous salary.

11.4

(a) The Employer shall notify employees with seniority rights who are to be laid off, five (5) working days before layoff is to be effective. The provision of this clause shall only apply to layoffs for a period of five (5) working days or longer. The provision of this clause shall not apply because of a temporary suspension of work due to inclement weather or emergency conditions beyond the control of the Employer.

(b) When layoff occurs, the employee with the least seniority shall be the first laid off. No regular employee may be laid off while probationary or casual employees are retained to perform similar work which the regular employee possesses the necessary qualifications, skill and ability to perform.

11.5

It shall be the responsibility of a laid-off employee to keep the Employer informed of her/his current address and telephone number at which she/he may be contacted.

11.6

(a) Employees who are recalled shall return to work within five (5) working days (or such other period as may be mutually agreed upon) after recall notice has been received. If the employee fails to respond within five (5) working days (or such other period as may be mutually agreed upon), except in cases of bona fide illness or maternity leave, then she/he will be considered to have terminated her/his employment.

(b) The Employer shall first contact the employee by telephone and if that is not successful shall notify the employee by registered mail. The time period for the employee to return to work shall be from the time of the telephone call or the time that the registered mail was sent.

11.7

When emergent or short-term work of less than five (5) working days occurs, the Employer may recall employees out of order of seniority. A full-time employee may refuse on two (2) occasions to return to a work assignment of less than five (5) days without loss of seniority.

11.8

In the event of a closure of a department or departments or an indefinite layoff, a regular employee who is affected will be placed in a vacant position on the basis of her/his seniority. If such employee is unable to satisfactorily perform the work in the alternate job after a three (3) month period of on-the-job; she/he could exercise her/his right under this Agreement.

11.9

In the event of a permanent closure of a store, management agrees to hold constructive and meaningful consultations with the Union in an effort to determine the seniority "bumping" rights of those regular employees affected by the closure,

11.10

Regular employees laid off as a result of the closure of one or more stores in the bargaining unit shall receive severance of:

- (a) one (1) week's pay after three (3) months
- (b) two (2) weeks' pay after one (1) year
- (c) three (3) weeks' pay after three (3) years, plus one (1) week's pay for each additional year of employment to a maximum of eight (8) years.

A week's pay is calculated by totalling the employee's wages, excluding overtime, earned in the last eight (8) weeks in which the employee worked, and dividing this amount by eight (8).

An Employer may **also** give an employee a combination of notice and compensation equal to the number of weeks' pay for which the employee is eligible.

No compensation is required if an Employer has given an employee advance written notice of layoff equal in weeks to the number of weeks' pay for which the employee is eligible.

ARTICLE 12 - STRIKE/LOCKOUT

During the term of this Agreement, the Employer agrees that there shall be no lockout, and the Union and the Employees agree that there shall be no slowdown, strike, or other interference with or stoppage of work.

ARTICLE 13 - DEFINITION OF EMPLOYEE STATUS

13.1 Regular Full-time

A regular full-time employee is one who is appointed to a regular position and scheduled throughout the calendar year to work over thirty-one (31) hours per week exclusive of unpaid meal breaks.

13.2 Regular Part-time

A regular part-time employee is one who is appointed to a regular position and scheduled throughout the calendar year to work an average of sixteen (16) hours per week to a maximum of thirty-one (31) hours per week.

New shifts for regular part-time employees will be offered to the most qualified senior employees. Qualifications will be based on job requirements. Such shifts shall include temporary positions to cover sick leave, vacation, leaves of absence, statutory holidays, work load relief and maternity leave.

Substitution from part-time to full-time shall not exceed two (2) months except by mutual agreement.

13.3 Casual

A casual employee is one who works to provide extra, short-term, emergency help during peak periods. The company shall determine the peak periods.

13.4 ,Probationary

- (a) A newly hired employee shall serve a probationary period of up to three hundred and fifty (350) hours.
- (b) The Employer, may during the probationary period, dismiss a probationary employee at the sole discretion of the Employer.
- (c) Dismissal of a probationary employee is subject to the formal grievance procedure.
- (d) Upon successful completion of the probationary period, employees shall be advised of same in writing and shall be credited with seniority from his/her date of hire.

ARTICLE 14 - HOURS OF WORK**14.1 Scheduling**

(a) The Employer shall arrange the scheduling of full time personnel work shifts, including statutory holidays, and post the schedule of shifts at least fourteen (14) calendar days prior to the earliest scheduled shift. The work schedule shall contain the following information for each scheduled employee:

- (1) employee's name;
- (2) classification;
- (3) days off; and
- (4) starting and finishing times.

Scheduling of part-time personnel will continue to be posted seven (7) calendar days prior to the earliest scheduled shift.

- (b) The Employer may give notice of less than fourteen (14) calendar days when changing work schedules, but not less than two (2) calendar days except for mutual agreement, emergency or reasons beyond the control of the Employer.
- (c) Regular employees shall be scheduled based on the employer's operational requirements, and employee qualifications with consideration being given to seniority when reasonably possible.

There shall be an equitable rotation of evening and weekend shifts.

14.2 Rest Periods

Employees shall be permitted a fifteen (15) minute rest period in the first four (4) hours and a second fifteen (15) minute rest period in the second four (4) hours of the work day with the understanding that continued responsibility of the customer must be maintained.

14.3 Meal Periods

- (a) An employee working a shift of six (6) hours or more in length shall receive a meal period without pay of not less than one-half (1/2) and not more than one (1) hour.
- (b) The meal period will be scheduled as closely as possible to the middle of the shift.

14.4

The Hours of Work clauses are not to be construed as a guarantee of hours.

14.5

(a) The normal hours of work for full-time employees shall be an average of thirty-seven and one-half (37½) hours per week.

(b) All work performed on the sixth (6) day of work shall be paid at time and one-half (1½) the hourly rate for employees who have worked forty (40) hours in that week.

The Company agrees that it shall endeavour not to schedule full-time employees to work more than five (5) consecutive days during a work week without receiving a day off. This article shall not apply in cases of employee preference to work more than the five (5) days or in cases where the Company requires an employee who possesses a needed skill or specific knowledge. Similarly, the Company agrees not to schedule full-time employees to work more than six (6) consecutive days that bridge a two (2) week period.

(c) The regular work week shall be from Monday through Sunday,

(d) The Parties agree that the objective in scheduling regular full-time employees is to average thirty-seven and a half (37½) hours per week. The Company will attempt to schedule personnel such that regular full time employees are not normally required to work more than two (2) Sundays in a four (4) week rotation period unless requested by the employee or by mutual agreement.

14.6

There shall be a minimum of ten (10) consecutive hours off duty between the completion of one (1) work shift and the commencement of the next, except in case of mutual agreement.

14.7

No split shifts shall be worked except in cases of emergency.

14.8

Where operational requirements permit, employees may exchange shifts among themselves, provided that:

(a) prior approval of such exchange is given by the employee's immediate Supervisor; and

(b) an employee may exchange days off with another employee, providing such exchange is mutually agreeable to the Employer and does not cause a claim for overtime and/or any other benefit that the employee would not normally receive if such an exchange had not been made.

14.9 Part-time Scheduling

A regular part-time employee working less than the normal hours per day, and who is requested to work longer than her/his regular work days, shall be paid at the rate of straight time for the hours so worked, up to and including eight (8) hours in the work day. Overtime rates shall apply to hours worked in excess of the eight (8) hours in the work day.

14.10 Overtime

- (a) All time worked over eight (8) hours per day shall be considered overtime and shall be paid at the rate of one and one-half (1½) for the first three (3) hours and double time (2x) thereafter.
- (b) An employee who is required to work overtime shall be entitled to overtime compensation when the overtime worked is authorized in advance by the Manager or her/his designate.
- (c) A regular part-time employee working less than the normal hours per day of a full-time employee, and who is requested to work longer than her/his regular work day, shall be paid at the rate of straight time for the hours so worked, up to and including the normal hours in the work day for a full-time employee.

14.11 Callouts

An employee who is called back to work after she/he completed her/his normal day's work and has left the Employer's premises, or who is called in to work before her/his regular starting time, shall be paid time and one-half (1½) for all hours worked outside her/his normal working hours. Such employee shall be guaranteed a minimum of two (2) hours' work or two (2) hours' pay at the premium rate. This guarantee shall not apply when a call-out extends into an employee's normal working hours.

14.12

The Employer shall pay an employee reporting for work, as required by the Employer, her/his regular wage for the entire period spent at the place of work; with a minimum in any one (1) day of:

- (a) two (2) hours' pay, unless the employee is unfit to perform her/his duties or she/he has failed to comply with the Industrial Health and Safety Regulations of the Workers' Compensation Board; or
- (b) where the employee commences work, four (4) hours' pay, unless her/his work is suspended because of reasons completely beyond the control of the Employer, in which case paragraph (a) applies. In cases of students the minimum shall be three (3) hours.

ARTICLE 15 - STATUTORY HOLIDAYS**15.1 Paid Holidays**

The Employer will observe the following paid statutory holidays:

New Year's Day	Labour Day
Easter Sunday	Good Friday
Thanksgiving Day	Victoria Day
Remembrance Day	Canada Day
Christmas Day	British Columbia Day

and any other holiday proclaimed as a holiday by the Provincial or Federal Government.

15.2

If, by law, declaration or proclamation, another day is substituted for the observance of a statutory holiday listed in Section **15.1**, the day of observance shall be considered as the holiday, insofar as payment for the listed statutory holiday is concerned.

15.3 Pay Calculation and Qualifications

An employee with a regular schedule of hours who has worked at least **15** of the **30** calendar days prior to a statutory holiday is entitled to a regular day's pay for the holiday.

An employee who has worked irregular hours on at least fifteen (**15**) of the thirty (**30**) days prior to a statutory holiday is entitled to an average day's pay for the holiday. This amount is calculated by dividing the employee's total wages, excluding overtime, earned in the thirty (30) day period by the number of days worked.

An employee who has worked fewer than fifteen (**15**) of the thirty (30) days prior to a statutory holiday is entitled to pro-rated statutory pay. This amount is calculated by dividing the employee's total wage excluding overtime, earned in the thirty (30) day period by fifteen (15).

If an employee is on annual vacation, the employee's vacation days and vacation pay are counted as days worked and wages earned when calculating statutory holiday pay.

15.4 Working on a Statutory Holiday

An eligible employee who works on a statutory holiday shall be paid time and a half. The employee shall also be given an alternate day off which shall be scheduled within one (**1**) month of the statutory holiday, by mutual agreement between the employee and her/his supervisor.

15.5 Statutory Holiday on a Day Off

Where a statutory holiday falls on a non-working day for an eligible employee, the employee must be given an alternate day off with pay. This day off must be scheduled and paid as outlined in **15.4**.

15.6 Eligibility

An employee must have worked for an employer for thirty (30) calendar days in order to be eligible for statutory holidays with pay.

15.7 Statutory Holiday During Vacation

Should a statutory holiday occur during an employee's annual vacation-period, the employee shall be given an extra day's vacation with pay in lieu of payment of such holiday.

15.8 Normal Schedule Must Prevail

In a week where paid holiday occurs, the employee's normally scheduled work week must prevail.

ARTICLE 16 - ANNUAL VACATIONS

16.1

An employee's anniversary date of original hiring shall be used as the date to calculate an employee's vacation entitlement and payment.

16.2

(a) Employees who complete one (1) or more years of service as a regular employee shall receive two (2) weeks vacation each year with pay calculated at four percent (4%) of their annual gross earnings for the year for which they are receiving their vacation.

(b) Employees who have completed five (5) years or more of service as a regular employee shall receive three (3) weeks vacation each year with pay calculated at six percent (6%) of their annual gross earnings for the year for which they are receiving their vacation.

(c) Employees with fifteen (15) years or more shall receive four (4) weeks at eight percent (8%).

(d) Vacation pay will be paid as follows:

(1) Regular full-time employees will receive vacation pay when actual vacation time is taken.

(2) Regular part-time and casual employees will receive vacation pay once annually.

16.3

Employees must take vacation in one week blocks except in unusual circumstances, with authorization from the General Manager. Employees are entitled to take all of their annual vacation entitlement in one (1) block.

16.4

Vacations must be taken within the year following the year in which the vacations earned.

16.5

No employees are entitled to take vacation until they have completed ten (10) months of service and then only for a period of not less than one week.

16.6

Vacations shall be granted at such time as is mutually agreed upon by the Employer and the employee. Preference in choice of vacation period shall be accorded the employee with the greatest seniority. Vacation schedules shall be drawn up not later than March 1st and shall become final by March 31st. After March 31st vacations shall be scheduled on a first-come, first-served basis.

16.7 Vacation Pay on Termination

An employee who terminates her/his employment for any reason shall be compensated her/his accumulated vacation pay as provided in Article 16.2.

16.8 Paid Holiday During Vacation

Where a paid holiday falls during an employee's vacation, the holiday shall be paid pursuant to Article 15 and shall not count as a day of vacation.

ARTICLE 17 - LEAVES OF ABSENCE**17.1 Leave of Absence Without Pay**

The Employer may grant leave of absence without pay and without loss of seniority to an employee requesting such leave for good and sufficient reason, provided the employee's request is in writing and that the granting of such leave shall be subject to the Employer's approval. The Employer's decisions shall be given as soon as possible in writing.

- (a) Employees must use up all accumulative vacations before leave time is to be used.
- (b) Employees shall lose all seniority if other employment is taken while on a leave of absence from the Employer.
- (c) The length of leave of absence must be stated in writing to the Employer.
- (d) An employee must have been employed for at least six (6) months before any leave of absence may be applied for.
- (e) No benefits covered by this agreement shall accumulate while the employee is on leave of absence.

17.2 Time Off for Union Business Without Pay

- (a) Leave of absence without pay and without loss of seniority will be granted:
 - (1) to elected or appointed representatives of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
 - (2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their worksite;
 - (3) to employees called by the Union to appear as a witness.
 - (4) to three (3) employees, at least one of whom shall be from the Vancouver store and one from the New Westminster store, who are representatives of the Union's Bargaining Committee to carry on negotiations with the Employer.

Employees will submit requests for time off, in writing, as far in advance as possible.

The Employer shall make every reasonable effort to comply with such request, provided operational requirements can be met.

- (b) To facilitate the administration of this clause when leave without pay is granted, the leave shall be given with pay and the Union shall reimburse the Employer for salary and benefit costs. The Union shall provide the Employer with reasonable notice prior to the commencement of leave under this clause. It is understood that employees granted leave of absence pursuant to this clause shall

receive their current rates of pay while on leave of absence with pay. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

(c) Leave to Hold *Union Office*

(1) The Employer shall grant an unpaid leave of absence to an employee who is appointed or elected to a Union office for a period of up to and including one (1) year.

(2) A request for leave must be given to the Employer by the Union, in writing, on union letterhead, and signed by the President of the Union.

17.3 Bereavement Leave

When death occurs to a member of a regular full-time employee's immediate family, the employee will be granted an appropriate leave of absence for which she/he shall be compensated at her/his regular straight time hourly rate of pay for her/his regular work schedule for up to three (3) days. Immediate family shall be defined as: Spouse (including common law spouse as defined in the Family Relations Act), mother, father, son, daughter, sister, brother, grandparents, parents-in-law, brother-in-law, sister-in-law, and grandchildren.

17.4 Jury and Witness Duty

Employees who serve on a jury or as a witness for the Crown shall be granted leave of absence for this purpose and, provided that the employee concerned, deposits with the Employer any pay received, an employee shall continue to receive her/his regular wages for such period of time.

17.5 General Leave

The Employer may grant leave of absence without pay for an employee requesting same.

17.6 Sick Leave

(a) Employee **to Inform** Employer—An employee shall notify her/his supervisor as soon as possible prior to the beginning of her/his shift of her/his inability to work as a result of sickness and of her/his expected duration of absence.

(b) Sick Leave/Workers' Compensation—An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury, shall receive payment for the remainder of her/his shift without deduction from sick leave bank.

(c) Employee **to Contact** Employer—Employees who are absent from work due to a Workers' Compensation Board related injury shall contact their supervisor or the designated person in charge on a regular basis regarding the status of their condition and/or the anticipated date of return to work.

Prior to returning to work, employees who have been absent from work and in receipt of WCB wage-loss replacement benefits may be required to produce a medical certificate certifying that they have fully recovered from the compensable injury and are able to perform the full scope of their duties.

ARTICLE 18 - WAGE, SALARIES AND APPLICABLE PROVISIONS**18.1 Wage and Salary Rates**

Wage and **salary** rates shall be set out in Schedule "C" of this Agreement.

18.2 No Pyramiding

There shall be no pyramiding **of** overtime and premium rates of compensation. When two or more types of overtime and/or premium apply to the same hour of work, only the higher rate shall be paid.

18.3

The Company agrees to maintain its existing Life Insurance Plan of one times (1X) the annual **salary** per eligible employee for full-time employees.

18.4

The company agrees to maintain **its** Sick Leave Plan for eligible full-time employees which will provide up to five (5) days in any calendar year at normal pay for legitimate illness or injury. Unused sick leave may **be** accumulated during the term **of** this collective agreement and shall be paid out in cash in the last pay period of each calendar year.

18.5

(a) The Company agrees to pay fifty percent (50%) of the premium cost of the Medical Service Plan of B.C. for eligible full time employees.

(b) The Company agrees to pay the premium cost in excess of **six** dollars (**\$6**) for single employees and fifteen (\$15) for family coverage for either the dental *or* the Extended Health Benefits Plan.

(c) Regular part-time employees shall be permitted to enter into the Dental Plan and/or the Extended Health benefit plan at their own expense. The Employer will pay the cost of administering the Plans.

18.6 Relieving in Higher Rated Positions

When an employee temporarily relieves (for one shift or more) in **a** higher paying position included in this Agreement for which a flat rate of pay is established, **she/he** shall receive the rate **in** the **salary** range which is next higher to her/his present rate. Regular employees shall be given first opportunities for temporary positions.

18.7 Paydays

(a) Employees shall be paid biweekly. Paydays shall be every second Thursday or one (1) day later if the payday week includes a statutory holiday.

(b) The Employer shall provide for the direct deposit of the employee's pay to the participating chartered **bank**, trust company, or credit union of the employee's choice on the appropriate payday. **All** new employees will be required to go on the direct deposit method of payroll **as** conditions of employment.

25

ARTICLE 19 - GENERAL CONDITIONS**19.1 Work Clothing/Name Tags**

- (a) The Employer shall supply, without cost to the employee, any uniforms which the employee is required to wear in the performance of her/his duties.
- (b) Should the Employer require an employee to wear a name tag, only the first name and last initial will appear on the tag and the cost will be borne by the Employer.

19.2 Lockers

The Employer shall provide a lockable locker to each employee.

If Management deems it necessary, through an emergency situation or suspicion of theft, to access an employee's locker, the employee and/or his/her Shop Steward shall be present when the locker is opened.

ARTICLE 20 - MISCELLANEOUS PROVISIONS**20.1 Future Legislation**

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement and the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

20.2 Use of Single Gender Term

The feminine singular is used throughout this Agreement solely for ease of reading and shall be construed as meaning the masculine or plural as required.

20.3 Job Descriptions

The Employer agrees to supply to the ~~Union Staff~~ Representative the job descriptions for those classifications in the bargaining unit not later than three (3) months after the Signing of this Agreement.

20.4 New Positions/Duties

- (a) In the event the Employer shall establish a new position or classification for which there is no wage rate contained in this Agreement, the parties will discuss an appropriate wage rate(s), conditions, etc., for such job or classification. Failure of the parties to agree shall cause the matter to be submitted to Arbitration, however, the Employer shall not be restricted from instituting the new job or classification during this period.
- (b) In the event that the Employer introduces significant changes to an existing job such that the job description is substantially altered, the Employer shall advise the Union and the parties shall discuss the appropriateness of a rate revision. If agreement cannot be reached, the matter may be processed through the grievance procedure, to a final conclusion.



ARTICLE 21 - TECHNOLOGICAL CHANGE

(a) For the purposes of this Agreement, "*technological change*" which creates obligations for the Employer shall be understood to mean the introduction by the Employer of a change in its equipment or material previously used, or a change in the manner in which the Employer carried on its work, undertaking or business related to the introduction of the equipment or material, but only when such change directly results in the displacement of an employee.

(b) "*Displacement*" as used herein shall be understood to mean that the services of the employees are no longer required by the Employer.

(c) The Employer agrees to provide the Union with not less than thirty (30) days' notice in writing for the Employer's intention to initiate a technological change, as defined herein. Where the Employer has notified the Union of its intention of introducing a technological change, the parties will undertake to meet within the next fifteen (15) days and to hold constructive and meaningful consultations in an effort to reach agreement on solutions to the problems arising from this intended change. These consultations will centre around retraining, wage adjustments and layoffs.

When necessary to reduce staff, it shall be done in accordance with Article 11.

ARTICLE 22 - DURATION OF AGREEMENT (DEFINITION OF TERMS)

22.1

This Agreement shall be for the period from and including January 1, 1996 to and including December 31, 1998. Either party to this Agreement may, within four (4) months immediately preceding December 31, 1998, give to the other party written notice to commence collective bargaining.

22.2

It is mutually agreed that the operation of Sub-sections 2 & 3 of Section 50 of the Labour Relations Code is specifically excluded from operation in this Agreement.

22.3

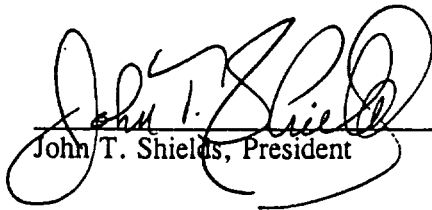
Should either party give written notice aforesaid, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in terms of the said Agreement, until:

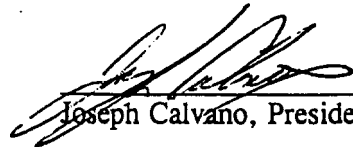
- (a) The Union shall give notice to strike; or
- (b) The Employer shall give notice of lockout; or
- (c) The Parties shall conclude a renewal or a revision of this Agreement or enter into a new Collective Agreement whichever is the earliest.

IN WITNESS WHEREOF the parties hereto, by their authorized representative, have affixed their signatures hereto on this 6 day of SEPTEMBER, 1996.


**SIGNED ON BEHALF OF
THE UNION:**

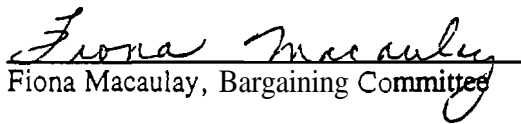
**SIGNED ON BEHALF OF
THE EMPLOYER**

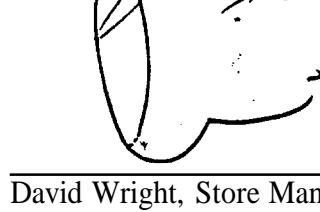

John T. Shields, President

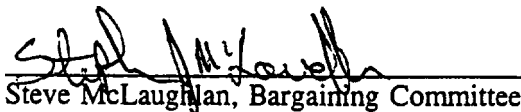

Joseph Calvano, President

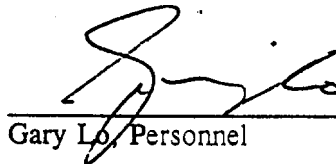

Kevin Bradley, Bargaining Committee

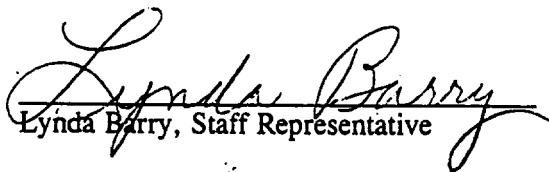

Jane Khazan, B.C. Reg. Mgr.

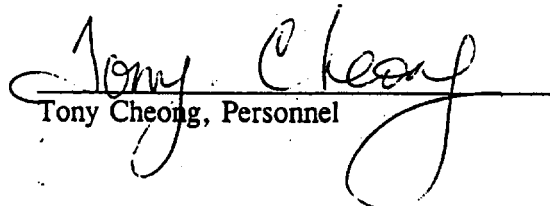

Fiona Macaulay, Bargaining Committee


David Wright, Store Manager


Steve McLaughlin, Bargaining Committee


Gary Lo, Personnel


Lynda Barry, Staff Representative


Tony Cheong, Personnel

Signed this 6 day of SEPTEMBER, 1996.

APPENDIX A - EXCLUSIONS

1. The excluded positions in the Vancouver store are:

- General Manager, B.C. Region
- General Manager
- Assistant Store Manager
- Dept. Manager, Children's Wear
- Dept. Manager, Food, Candy & Toiletries
- Dept. Manager, Footwear
- Dept. Manager, Ladies' Wear
- Dept. Manager, Hardware, Sporting Goods, Dry Goods, Housewares & Toys
- Office/Personnel Manager
- Security Manager (Vancouver & New Westminster)
- Secretary to General Manager
- Personnel Supervisor
- Payroll/Computer Clerk
- Loss Prevention Employees
- Supervisor/Assistant Manager, Footwear
- Supervisor/Assistant Manager, Fishing
- Supervisor/Assistant Manager, Men's & Boys' Wear, Electronics
- Divisional Group Manager - Div. 1 - Hardlines
- Divisional Group Manager - Div. 2 - Home, Garden & Sporting Goods
- Divisional Group Manager - Div. 3 - Men's & Boys' Wear
- Divisional Group Manager - Div. 4 - Baby, Children & Softlines
- Divisional Group Manager - Div. 5 - Ladies' Wear
- Divisional Group Manager - Div. 6 - Shoes

2. The excluded positions in the New Westminster store are:

- General Manager
- Secretary to the General Manager
- Assistant Store Manager
- Office Manager
- Dept. Manager, Fishing, Sporting Goods & Hardware
- Dept. Manager, Ladies' Wear
- Dept. Manager, Men's Wear & Electronics
- Dept. Manager, Food Services
- Supervisor, Loss Prevention
- Supervisor, Payroll/Personnel
- Loss Prevention Employees
- Supervisor/Assistant Manager, Children's Wear
- Supervisor/Assistant Manager, Ladies' & Children's Footwear
- Supervisor/Assistant Manager, Men's Footwear
- Supervisor/Assistant Manager, Stationery, Candy & Groceries
- Supervisor/Assistant Manager, Dry Goods
- Personnel Manager -
- Dept. Manager, Footwear
- Divisional Group Manager - Div. 1 - Hardlines
- Divisional Group Manager - Div. 2 - Home, Garden & Sporting Goods
- Divisional Group Manager - Div. 3 - Men's & Boys' Wear
- Divisional Group Manager - Div. 4 - Baby, Children & Softlines
- Divisional Group Manager - Div. 5 - Ladies' Wear
- Divisional Group Manager - Div. 6 - Shoes

APPENDIX B - EXPEDITED HEARING ARBITRATORS

The expedited hearing arbitrators are as follows:

Vince Ready
Steve Kelleher
David McPhillips
Donald Munroe
Judi Korbin

APPENDIX C - WAGE RATES

FULL-TIME AND REGULAR PART-TIME

Job Class	Job Title	Time on Job	Jan. 1/96	Jan. 1/97	Jan. 1/98
1	Maintenance	Over 3 yrs	\$ 11.05	\$ 11.25	\$ 11.45
		1 to 3 yrs	10.30	10.50	10.70
		Up to 1 yr	9.55	9.75	9.95
2	Sales/Stockrm	Over 3 yrs	10.05	10.25	10.45
	Supervisor	1 to 3 yrs	9.55	9.75	9.95
	Cash Clerk	Up to 1 yr	9.05	9.25	9.45
	Seamstress				
3	Price Checker	Over 3 yrs	9.05	9.25	9.45
	Office Clerical	1 to 3 yrs	8.65	8.85	9.05
		Up to 1 yr	8.25	8.45	8.65
4	Sales Stock	Over 3 yrs	8.05	8.25	8.45
	Clerk/Cashier	1 to 3 yrs	7.65	7.85	8.05
	Cleaner	Up to 1 yr	7.25	7.45	7.65

First Aid Premium (as required)

"C" Ticket - **sixty cents** (60¢) per hour

Casual Employees

Such employees will receive the **entry** level rate of **Class 4**.

MEMORANDUM OF AGREEMENT No. 1

The Parties agree that the terms and conditions of this agreement will be implemented the day after ratification except where otherwise specifically provided.

MEMORANDUM OF AGREEMENT NO. 2

Re: JOB CLASSIFICATION REVIEW

The parties agree to review:

- (a) the Office Clerical Position currently in Job Classification 3
- (b) the Sales/Stockroom Supervisor Position currently in Job Classification 2

for the purpose of reclassification through the assessment of levels of responsibility, job duties, and knowledge required.

The review shall take place within ninety (90) days of the signing of this Collective Agreement.

If the Parties are not able to reach agreement, the matter shall be referred to an arbitrator in accordance with Article 9 of the Collective Agreement.

Where a position is re-evaluated the rate of pay for the position shall be effective the date the review is completed or ninety days after the signing of the Collective Agreement, whichever is first.

MEMORANDUM OF AGREEMENT NO. 3

Re: PENSION PLAN

The Parties agree to continue the current pension plan for the life of the collective agreement. The Employer undertakes to inform each employee of their eligibility to join **this** plan at least one month prior to her/his eligible date.

MEMORANDUM OF AGREEMENT NO. 4

The Parties agree that the persons listed below will receive the same hourly increases as the other members of the bargaining unit during the term of this Collective Agreement:

Lila Bhual
Gulshankhanu Mawji
Lorna Rapanos
Edwin Adams
Nizaraili Virani
Jean Kong
Robert Enefer
Frank Cznak
Elizabeth Chung
Virginia Dar
Gail Robinson
Theresa Sang

MEMORANDUM OF AGREEMENT NO. 5

Re: SIGNATURES

The Parties agree that only those persons classified as Supervisor or above will be required to authorize cheques, refunds or voids. The following persons not classified as Supervisor or above who have historically received a fifty cents (50¢) premium as "Signature" will continue to receive such premium while they carry this responsibility in a non-supervisory position:

Balbir Grewal
~~Norman~~ Soon
Reggie Chand
Theresa Sang
Juvy Cousineau
Jean Kong
Rosita Levasseur
Manju Bains
Nizar Virani
Bhanu Ambaram
Jose Solis
Gizella Santa
Antonio Saaverra
Bich Hoang Ngoc
~~Lorna~~ Rapanos
Louise Baines