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COLLECTIVE AGREEMENT

Term of Agreement: February 1, 1994 - January 31, 1997

THIS AGREEMENT IS IN FULL FORCE AND EFFECT AS PER
BCLRB NO. B309/95/CASE NO. 22916 DATE OF DECISION OF AUGUST 2, 1995.

BETWEEN: THE GOVERNOR AND COMPANY OF ADVENTURERS
OF ENGLAND TRADING INTO HUDSON'S BAY
(hereinafter called We Company")

OF THE FIRST PART

AND: UNITED STEELWORKERS OF AMERICA,
LOCAL UNION 898
(hereinafter called "the Union")

OF THE SECOND PART

ARTICLE 1 - INTRODUCTION

1.01 PURPOSE

The purpose of this Agreement is to set forth and establish the terms and conditions of employment for those employees who come within the scope of this Agreement, so that stable and harmonious relationships may be established and maintained between the Company and the Union, to the mutual benefit of the Parties to this Agreement.

1.02 GENDER REFERENCES

All articles and **clauses** referred to in this Agreement apply equally to both male and female employees. .

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ARTICLE 2 - DURATION AND INTEGRITY OF AGREEMENT

2.01 DURATION

- (a) This Agreement shall be for the period from and ~~including February 1, 1994 to and including January 31, 1997~~. Thereafter, the Agreement shall continue in full force and effect from year to year subject to the right of either Party to serve notice to commence bargaining as provided for in ~~the~~ Labour Relations Code.
- (b) During the period when negotiations are being conducted between the Parties for the renewal of this Agreement, the present Agreement shall continue in full force and effect until:
 - (i) the Union commences a legal strike; or
 - (ii) the Company commences a legal lockout; or
 - (iii) the Parties enter into a new or further Agreement.
- (c) During the continuation period provided in (b) above, neither Party shall attempt to take any action or make any changes in the terms and conditions of employment, which would be inconsistent with the express terms of this Agreement.
- (d) Notice to commence collective bargaining must be in written form.

2.02 THE EFFECTIVE DATE

Unless otherwise specified herein or in the matters signed off on May 16, 1995, the provisions of the first Collective Agreement **will** be effective from the date of ratification of these recommendations.

2.03 LABOUR RELATIONS CODE - SECTION **50(2)** AND **(3)** EXCLUDED

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

2.04 STRIKES AND LOCKOUTS

- (a) The Union agrees during the term of this Agreement there will be no strike. The Company agrees that during the term of the Agreement there will be no lockout. For the purpose of this Article, a strike is defined as a cessation of work, a refusal to work or to continue to work by employees in combination or in concert or in accordance with a common understanding, or a slow down or other concerted activity on the part of employees that is designed to or does restrict or limit production or services, but does not include:
 - (i) a cessation of work permitted under section **63(3)**, or
 - (ii) a cessation, refusal, omission or act of an employee that occurs as a direct result of and for no other reason than picketing that is permitted by or under the Labour Relations Code.

ARTICLE 3 - UNION RECOGNITION

3.01 RECOGNITION OF EXCLUSIVE BARGAINING AGENT

- (a) The Company **recognizes** the Union as the sole and exclusive bargaining agent for all employees, employed at or from its store at #240 and #300 - 1320 West **Trans** Canada Highway, **Kamloops**, B.C. except persons excluded by the Certification granted by the Labour Relations Board. It is agreed that persons excluded are in the following positions:

- | | |
|--------------------------------------|---------------------------|
| (i) Store Manager | (v) Restaurant Supervisor |
| (ii) Human Resources/Operations Mgr. | (vi) Loss Prevention Sup. |
| (iii) Merchandising Manager | (vii) Office Supervisor |
| (iv) Selling Supervisors | |

The Parties agree that any changes or additions to the above positions must meet the test for confidential or managerial exclusion if they are to be excluded from the bargaining unit.

- (b) For the purpose of this Agreement, the terms “**employee**” or “**employees**” shall be understood to mean those persons employed by the Company for whom the Union is the **recognized** bargaining agent in (a) above.

3.02 PERFORMANCE OF BARGAINING UNIT WORK

The Company agrees not to change current practices of overlap between management and employees if such change would have the effect of laying off bargaining unit **employees** with seniority rights. For the purpose of this clause, a layoff shall be defined as commencing the week following a period of two (2) consecutive weeks during which **an** employee is not scheduled to work.

3.03 UNION REPRESENTATIVES

Provided permission is granted beforehand, the Company agrees that access to its premises will be granted to members of the **staff** of the Union when dealing or negotiating with the Company, as well as for the purpose of investigating and assisting in the settlement of a grievance. Union Staff Representatives shall notify the Human Resources/Operations Manager or her designate in advance of their intentions and their purpose of entering and they shall agree on a mutually convenient time and shall not interfere with the operation of the facility. Such permission will not be unreasonably withheld.

ARTICLE 4 - UNION SECURITY

4.01 MEMBERSHIP

Each employee shall, as a condition of her hiring or continued employment:

- 4.01** **(i)** **authorize** the Company in writing to deduct union dues from her pay. The **authorization** shall be in a form provided to the Company by the Union; and
- (ii) become a member of the Union and maintain membership.

4.02 CHECK-OFF: PROCESS AND PROCEDURES

- (a)** The Company agrees to deduct from each employee who has **authorized** such deduction, an amount equivalent to the monthly dues provided for in the International Constitution of the United Steelworkers of America.
- (b)** The dues so deducted shall be remitted, along with a completed **USWA R115** Form (a summary of the dues calculations made for the month, each month), within two **(2)** weeks after the end of the month payable to:

International Secretary-Treasurer
United Steelworkers of America
Unit D Box **34223**
Vancouver, B.C.
V6J 4N1

- (c)** The monthly remittance shall be accompanied by a statement showing the names of each employee from whose pay deductions have been made and the total amount deducted for the month. Such statements shall also list the names of the employees from whom no deductions have been made and the reasons why.
- (d)** Duplicates of the **R115** Form [Article **4.02(b)**] and the employee deduction statement [Article **4.02(c)**] shall be forwarded monthly as follows:

United Steelworkers of America
1 - **352** Seymour Street
Kamloops, B.C.
V2C 2G2

- (e)** Such deduction shall appear on the employee's annual statement of Remuneration (**T4** slip).
- (f)** The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of deductions made or payments in accordance with this Article.

ARTICLE 5 - UNION STEWARDS

5.01 SHOP STEWARDS

- (a)** The Union is entitled to appoint or elect from among the employees three **(3)** Shop Stewards.

- 5.01** (b) The Union will advise the Company in writing of the names of the employees so appointed or elected. The Company **shall** not be required to **recognize** Stewards until such time as it has been notified in writing of their appointments or elections by the Union.
- (c) The Shop Steward's first obligation is the fulfilment of her responsibilities as an employee. During her working hours, the Shop Steward is not entitled to engage in Union activities other than the necessary involvement in the reporting and resolution of grievances.
- (d) The functions of Shop Stewards are to consider, investigate and attempt to settle grievances. If, in the course of investigating a grievance, a Steward requires time to **fulfill** her duties, she must notify her supervisor and the supervisor shall arrange a mutually satisfactory time for such investigation.
- (e) The time which is spent by Shop Stewards during their regular working hours in reporting and resolving grievances, or in attending meetings, shall be considered to be time worked.
- (f) Shop Stewards shall not be discriminated against or disciplined for **the** proper performance of their duties on behalf of the Union.

5.02 GRIEVANCE CHAIRPERSON

- (a) The Shop Stewards may elect from their ranks one **(1)** person who will be the Grievance Chairperson.
- (b) Normally, it will be the Grievance Chairperson who will be **recognized** by the Company as the off&l spokesperson on behalf of the Union, with provision by the Union of a designated alternate in the event of absence.
- (c) The Grievance Chairperson, or alternate, will be involved in the adjustment or resolution of grievances which progress beyond the first step of the grievance procedure.

5.03 MANAGEMENT **AND** UNION STEWARDS MEETINGS

- (a) Upon request, Company representatives will meet with the Shop Stewards on a **bi-monthly** basis, to review common **concerns** that may arise including the operation and application of the Collective Agreement, and to ensure joint input so that the Company is able to maintain and improve itself in a highly competitive market.
- (b) No more than three **(3)** Stewards will be permitted to attend such meetings without loss of pay, but there must be no resulting overtime or other premium costs to the Company.

- 5.03 (c)** Minutes shall be kept as a record of the matters discussed during these meetings.
- (d)** Where the Parties agree there are no problems it will not be necessary to convene the meeting.

ARTICLE 6 - HEALTH AND SAFETY

6.01 HEALTH AND SAFETY COMMITTEE

The Company agrees to maintain a Health and Safety Committee. The Health and Safety Committee shall be comprised of three **(3)** employees selected by the Union and three **(3)** people selected by the Company. There shall be two **(2)** co-chairpersons: one **(1)** Union representative and the other a Company representative. The Committee shall function in accordance with the Workers' Compensation Board's, Industrial Health and Safety Regulations.

6.02 SAFETY RULES

The Company and all employees are to comply with established safety rules. The Union and the Company will undertake to promote safety education among employees in an effort to reduce accidents and industrial disease.

6.03 INJURY AT WORK

Where an employee is injured at work, and as a result cannot complete the balance of her shift and has reported such injury to the Company, she shall be sent home and paid for the balance of her shift at her regular hourly rate.

6.04 PROTECTIVE EQUIPMENT

The Company shall provide an adequate supply of the following protective equipment, at no cost to the employees, for employees required by the Company to use it:

- (i)** eye protection
- (ii)** ear protection
- (iii)** air filter masks
- (iv)** rubber gloves

- 6.05** The Company agrees to provide gloves without cost to employees in the shipping and receiving department. In addition, once per **annum** commencing July 1, **1995**, employees in the shipping and receiving department will be reimbursed for the purchase of safety boots to a maximum of **fifty** dollars **(\$50.00)**, subject to the production of a receipt.

ARTICLE 7 - MANAGEMENT'S RIGHTS

7.01 The Union **recognizes** and agrees that except as specifically abridged, delegated, granted, or modified by this Agreement, all of the rights, powers, and authority which the Company had prior to the signing of this Agreement are retained **solely** and exclusively by the Company and remain without limitation within the rights of management, provided that management rights under this Article shall not be exercised in any way inconsistent with or in violation of any terms or provisions of this Agreement.

ARTICLE 8 - SENIORITY

8.01 The Parties **recognize** that job opportunity and security shall increase in proportion to length of service. It is therefore agreed that in all cases of vacancy, transfer, layoff and recall from layoffs, senior employees shall be entitled to preference in accordance with the provisions of this Collective Agreement.

8.02 DEFINITIONS

- (a) For the purpose of this Agreement, seniority of an individual will be defined as the length of service with the Company since the most recent date of hire.
- (b) For the purpose of this Agreement, date of hire will be defined as the first **(1st)** day worked.

8.03 SENIORITY LISTS

- (a) On May **1st** and November **1st** of each calendar year, seniority lists shall be posted. The seniority list shall contain the following information:
 - (i) the employee's name;
 - (ii) length of service from the most recent date of hire.
- (b) The seniority list shall be posted by the Company for a minimum of thirty **(30)** days. Any objection to the accuracy of a posted seniority list must be lodged with the Company during the thirty **(30)** days in which the list is posted. Thereafter, the posted list will be deemed to be valid and correct for all purposes of this Agreement.
- (c) At the time of posting, a copy of the seniority list shall be forwarded to the United Steelworkers of America: 1 - **352 Seymour Street, Kamloops, B.C. V2C 2G2.**

8.03 (d) New employees shall have their seniority calculated and maintained by the Company separately until added to the existing list as provided in this Article.

8.04 ACCRUAL OF SENIORITY

Seniority shall accrue during:

- (a)** all approved leaves of absence;
- (b)** time lost as a result of a compensable illness or injury for which the employee receives wage loss replacement benefits from the Workers' Compensation Board;
- (c)** leaves in accordance with Maternity and Parental leave provisions as per the Employment Standards Act.

8.05 MAINTENANCE OF SENIORITY

- (a)** Seniority shall be accrued during non-occupational illness or injury for a period of up to one **(1)** year; after which the employee's seniority shall be maintained but shall not further accrue for the balance of the illness or injury; and
- (b)** An employee returning to work where seniority has been maintained but not accrued, shall have her anniversary date moved by the same amount of time that seniority was not accruing.

8.06 SENIORITY LOST

Seniority shall be lost if the employee:

- (a)** Receives severance pay in accordance with this Agreement;
- (b)** Resigns or retires;
- (c)** Is discharged for just and reasonable cause and is not reinstated under the Grievance Arbitration procedure;
- (d)** Is absent from work in excess of three **(3)** days without approval, unless it was not reasonably possible for the employee to contact the Company to request such approval;
- (e)** Is on layoff for more than six **(6)** consecutive months; or
- (f)** Does not return to work on the date specified following an approved leave of absence other than medical.

8.07 LOSS OF SENIORITY

When an employee loses seniority, the employee's right to continued employment shall cease. In the event of **re-employment**, the employee shall serve a probationary period. Upon successful completion of the probationary period, the employee's seniority shall be calculated from the employee's most recent date of hire.

8.08 PROBATIONARY EMPLOYEES

All employees are on probation for their first sixty-five **(65)** days worked, or six **(6)** calendar months, whichever occurs first. During the probationary period, a probationary employee may be discharged by the Company for any reason. Upon successful completion of the probationary period, an employee shall be entitled to seniority dating from the employee's first day of work as a probationary employee. Probationary employees do not acquire any seniority rights under this Agreement.

ARTICLE 9 - PROCEDURES FOR FILLING VACANCIES

9.01 VACANCIES & NEW POSITIONS

All vacant or new regular positions shall be posted for at least seven **(7)** calendar days. Such postings shall state the required qualifications, whether the position is full or part-time, current shift schedule, and department.

9.02 NAME OF **SUCCESSFUL** APPLICANT

- (a)** The name of the successful applicant for any position posted in accordance with this Article will be posted within five **(5)** calendar days of the decision **on all** bulletin boards where it will remain for seven **(7)** calendar days.
- (b)** The Company may fill vacancies on a temporary basis pending the completion of the posting process.

9.03 SELECTION CRITERIA

The successful applicant will be determined on the basis of seniority, and the qualifications to do the work. When, in the judgment of the Company, two **(2)** or more applicants are for all intents and purposes equal, the applicant having the greater seniority will be selected.

For the purposes of the Collective Agreement, "**qualifications**" shall be defined as an employee's skill, ability, experience, special relevant retail knowledge, productivity and suitability to do the work.

Whenever the Company selects the junior employee on the basis of "suitability" and/or "**productivity**" as expressed in the definition of "**qualifications**" above, the Company shall by letter advise the Union and the applicant who was not awarded the job of the reasons for its decision.

If the Union is not satisfied with the reasons and explanation provided by the Company with respect to the application of "**suitability**" and/or "**productivity**", the Union may follow the regular grievance procedure, or may refer the matter to a "**Special Arbitrator**" within ten (10) days following receipt of the letter of explanation from the Company. The "**Special Arbitrator**" shall first endeavour to mediate a resolution of the difference and shall, failing settlement, arbitrate the matter in as expeditious and informal a manner as s/he considers advisable and shall decide the matter and issue his/her Award/Decision within ten (10) days following the Referral by the Union. The "**Special Arbitrator**" shall convene a meeting/hearing at such times and places suitable to **the "Special Arbitrator"** without regard to the convenience of the Parties or their representatives/agents. **The "Special Arbitrator"** shall determine if the Company has acted reasonably in concluding that the junior employee should be awarded the job rather than the senior employee, having regard to the reasons and explanation provided by the Company to the Union and the senior employee as aforesaid.

The "Special Arbitrator" shall be either **Merv Chertkow** or **Ken Albertini**, both willing to assist the Parties in accordance with this Article or, failing their ability or willingness to serve as "**Special Arbitrator**", such other person as shall be named by the Minister of Labour of the Province of British Columbia. Any decision of the "**Special Arbitrator**" shall be **non-precedential** in terms of the application of this Article.

ARTICLE 10 - LAY OFF AND RECALL PROCEDURES

10.01 LAYOFF

- (a) It is understood that employees' hours of work within categories, departments and classifications may fluctuate according to the Company's business cycles; in this regard, hours of work are assigned to employees with the most seniority within specific departments pursuant to Clause 11.06. It is also understood that relatively short term layoffs (that is, of eight (8) weeks' duration or less) may occur due to the nature of the retail business. When such short term layoffs occur in a classification in a department, the following procedure will apply within the specific department and classification:
- (i) the Company will lay off auxiliary employees beginning with the employee with the least seniority and continue until all auxiliary employees are laid off, if necessary;

- 10.01 (a)**
- (ii)** if the layoff continues, regular part-time employees will be laid off beginning with the employees with the least seniority and continue until all part-time employees are laid off, if necessary;
 - (iii)** if the layoff continues, regular full-time employees will be laid off beginning with **the** employee **with the** least seniority.
- (b)** Notwithstanding (a) above, when a layoff exceeds eight **(8)** weeks **and** providing the employee has twelve **(12)** months of seniority), or where an employee is displaced from her job as a result of the closure of a department or a restructuring of the workforce, she shall be **re-assigned** on the following basis:
- (i)** to a vacancy in her current employment category provided she has the qualifications pursuant to Clause **9.03** to do the job;
 - (ii)** if there is no vacancy pursuant to **(i)**, to the job held by the most junior employee that she can displace, within her current employment category, provided she has the qualifications pursuant to Clause **9.03** to do the job;
 - (iii)** if there is no job within her current employment category pursuant to **(ii)**, to the job held by the most junior employee in any employment category that she can displace, provided she has the qualifications pursuant to Clause **9.03** to do the job; or
 - (iv)** elect to be laid off.

Note: Prior to taking any action pursuant to **10.01 (b)**, the Company will consult with the Union on the procedures to be followed.

10.02 RECALL

When a recall from layoff occurs, the Parties agree to the following procedure subject to the employee's qualifications pursuant to Clause **9.03** to do the job:

- (a)** If the layoff was eight **(8)** weeks or less, return to **work** will occur in accordance with Clause **10.01 (a)**; or
- (b)** If the layoff was more than eight **(8)** weeks, return to work will occur in accordance with Clause **10.01 (b)**.

10.03 CONTACT POINT

An employee who has been laid off and wishes to be recalled must insure that the Company has a current phone number and address for the purpose of recall. Failure on the part of the employee to provide this information may result in the employee forfeiting her recall rights.

10.04 NOTICE OF RECALL

- (a) The Company agrees that recall notification will be by registered mail. Any employee failing to report for duty within five **(5)** calendar days from **the** time of receipt of such notification, shall be considered to have resigned without notice.
- (b) On notification of recall the Company and employee will arrange a mutually acceptable return date within a one **(1)** week time frame.

ARTICLE 11 - HOURS OF WORK

11.01 STORE HOURS

The Company reserves the right to schedule hours of operations, employees' hours of work, **length** of and time of shifts, rest periods, lunch periods, and overtime work, subject to the provisions set out below.

11.02 OVERTIME

- (a) The normal work week for regular full-time employees shall consist of **thirty-seven and one-half (37 ½)** hours per week and the normal work day for such employees shall consist of seven and one-half **(7 ½)** hours per shift exclusive of an unpaid meal period. The work week shall consist of five **(5)** days.
- (b) Any hours worked in excess of seven and one-half **(7 ½)** hours in a day and thirty-seven and one-half **(37 ½)** hours in a week, but excluding from the calculation hours worked in excess of seven and one-half **(7 ½)** hours in a day, shall be compensated at time and one-half **(1 ½)** the employee's regular straight time hourly rate. Any hours worked in excess of eleven **(11)** hours in a day and forty-eight **(48)** hours in a week, but excluding from the calculation hours worked in excess of eleven **(11)** hours in a day, shall be compensated at double **(2x)** the employee's regular straight time hourly rate.
- (c) There shall be no duplication or pyramiding of hours worked for the purpose of computing overtime.

11.03 WEEK

For the purpose of this Article "week" means the period between midnight on Saturday and midnight on the following Saturday,

11.04 **SHIFT** HOURS

Four **(4)** hour shifts shall be the minimum shift in any one day.

11.05 LENGTH OF **SHIFTS**

The Company is obligated to schedule shifts in a department in the following order: regular full-time employees' shifts; regular part-time employees' shifts; and auxiliary employees' shifts.

11.06 ASSIGNMENT OF WEEKLY SCHEDULE OF **SHIFTS** BY SENIORITY

- (a)** Within categories of employees, departments and classifications, the Company must offer and assign the weekly schedules of shifts with the greatest number of hours to employees with the most seniority. If a senior employee declines the assignment, the assignment shall again be offered and made on a seniority basis. For the purpose of this Article the following work areas are considered to be departments:

- (i)** Ladies wear;
- (ii) Jewellery and accessories;
- (iii) Shoes;
- (iv)** Cosmetics;
- (v)** **Mens** wear;
- (vi)** **Childrens'** wear;
- (vii) Music, luggage and gallery;
- (viii) Electronics, major appliances and furniture;
- (ix)** China;
- (x)** Linen and housewears;
- (xi)** Sporting goods, candy, toys, notions, wool and stationery;
- (xii) Office;
- (xiii) Shipping and receiving;
- (xiv) Basics;
- (xv)** Marketing;
- (xvi) Visual Presentation;
- (xvii) Loss Prevention;
- (xviii) Restaurant **&** Malt Stop.

Nothing in this Article shall restrict the Company's right to require an employee to work in another department during the employee's shift.

- (b)** Extra Shift Availability List

Where an extra shift is available in a department and employees in the department are not available to work it, the Company shall follow the procedure set out below:

- (i)** employees who are interested in extra shifts must sign the **Extra Shift Availability List** which will be kept in the **office** and posted in the staff lounge;

- 11.06 (b)**
- (ii) only regular part-time employees and auxiliary employees are eligible for extra shifts pursuant to this provision;
 - (iii) extra shifts worked pursuant to this provision shall not result in overtime rates being paid;
 - (iv)** consistent with efficiency of operation within each department and classification, the extra shift shall be offered to the most senior employee in the classification who has the qualifications and ability to do the work and who is on a scheduled day off; and
 - (v)** under no circumstances shall an extra shift be offered to an employee if it will result in that employee working more than thirty-seven and **one-half (37 ½)** hours in a **week**.

11.07 MEAL BREAKS AND **REST** PERIODS

- (a)** Employees who work seven **(7)** hours or more per day shall receive one **(1)** hour unpaid meal period, and two **(2) fifteen (15)** minute paid rest periods in each completed half **(½)** shift.
- (b)** Employees who work five **(5)** hours or more, but less than seven **(7)** hours per day, are entitled to one-half **(½)** hour or two **(2) fifteen (15)** minute paid rest periods.
- (c)** Employees who work four **(4)** hours or more, but less than five **(5)** hours, shall receive one **(1) fifteen (15)** minute rest period.
- (d)** The Company will schedule meal and rest periods as near as practicable to the midway point of the shift.
- (e)** The Parties agree that the unpaid meal period time referred to above may be reduced to one-half **(½)** hour by mutual agreement of the employee and management.

11.08 WORK SCHEDULES

- (a)** A work schedule shall be posted on Wednesday of each week for the following week for the information of all scheduled employees.

The work schedule shall contain the following information for each scheduled employee:

- (i)** employee's name;
- (ii)** days off; and
- (iii)** starting and stopping times.

11.08 (b) It is the Company’s responsibility to keep the work schedule up to date and to ensure that any changes are clearly noted. It is the responsibility of every scheduled employee to check the posted work schedule for changes.

(c) In the event that the Company changes the next scheduled shift of an employee who is not at work because of a scheduled absence, the Company will be responsible for notifying the employee of the change.

(d) The employees agree there will be no switching of shifts without the approval of their immediate supervisor.

11.09 The hours of work clauses are not to be construed as a guarantee of hours.

ARTICLE 12 - PAID HOLIDAYS

12.01 The Company shall observe the following Statutory holidays:

- | | | | |
|---|-----------------|---|------------------|
| ◆ | New Years’ Day | ◆ | Good Friday |
| ◆ | Victoria Day | ◆ | Canada Day |
| ◆ | B.C. Day | ◆ | Labour Day |
| ◆ | Remembrance Day | ◆ | Thanksgiving Day |
| ◆ | Christmas Day | ◆ | Boxing Day |

12.02 In order to receive holiday pay, an employee must have worked **fifteen (15)** of the thirty **(30)** days immediately preceding the holiday.

12.03 Paid holidays shall begin at **12:00** a.m. on the day of the holiday and terminate at **12:00** a.m. the following day. An employee who qualifies for holiday pay shall receive it in accordance with the following:

- (i)** regular full-time employees: 7 ½ hours pay;
- (ii)** other employees: The average of her -daily earnings, exclusive of overtime, for the days she has worked in the four **(4)** week period immediately preceding the week in which the holiday occurs.

12.04 (a) If a paid holiday falls within an employee’s vacation period, the employee shall receive any holiday pay for which she qualifies in addition to her vacation pay and she shall be scheduled off for an additional day immediately prior to or following the employee’s vacation.

12.04 (b) Where a paid holiday is observed on an employee’s scheduled day of rest, the employee shall take a substitute day off without pay at a mutually acceptable time.

12.05 An employee required to work on a paid holiday, provided she is entitled to be paid for the holiday, shall be paid one and one-half (**1 ½**) times her basic **hourly** rate for hours worked, in addition to her holiday allowance, up to and including seven and one-half (**7 ½**) hours. All hours worked in excess of seven and **one-half (7 ½)** hours shall be paid at two (**2**) times the employee’s basic hourly rate.

ARTICLE 13 - WAGE RATES

13.01 The Company agrees to pay and the Union agrees to accept the job classifications and hourly rates set forth in Appendix “A” which is attached to and forms part of this Agreement.

13.02 TEMPORARY TRANSFERS

If the Company temporarily transfers an employee to a different job and the wage rate of the job is less than the wage rate of the employees regular job, she shall be paid her regular wage rate during the period of such transfer.

13.03 It is agreed that the Company has the right to create new job classifications, not specifically set out in the attached Appendix of this Agreement. In such circumstances, the Company will set a rate for that new classification and advise the Union. The Union and the Company will discuss the new classification and rate.

ARTICLE 14 - ANNUAL VACATIONS

14.01 ANNUAL VACATIONS AND PAY ENTITLEMENTS

(a) Regular full-time employees, regular part-time employees and auxiliaries are entitled to annual vacation and annual vacation pay according to their completed years of consecutive service calculated from their initial date of hire:

	<u>Completed Years of Service</u>	<u>Annual Vacation Time</u>	<u>Pay</u>
◆	Less than one (1) year preceding the vacation year	One (1) day for each month of employment, to a maximum of two (2) working weeks	4%
◆	One (1) or more but less than four (4) years	2 weeks	4%

◆	Four (4) or more but less than ten (10) years	Three (3) weeks commencing in the calendar year in which the fourth (4th) anniversary occurs	6%
◆	Ten (10) or more but less than fifteen (15) years	Four (4) weeks commencing the calendar year in which the tenth (10th) anniversary occurs	8%
◆	Fifteen (15) or more but less than twenty (20) years	Five (5) weeks commencing in the calendar year in which the fifteenth (15th) anniversary occurs	10%
◆	Twenty (20) or more years	Six (6) weeks commencing in the calendar year in which the twentieth (20th) anniversary occurs	12%

- 14.01 (b)** **Annual** vacation pay shall be calculated using the applicable percentage **from** (a) above, as a percentage of the employee’s gross earnings for the preceding year.
- (c)** **“Gross Earning”** as used herein, shall be understood to mean **the** total earnings **realized** by an employee from the payment of wage rates for straight time, overtime, vacation pay and Statutory holiday pay.

14.02 VACATION SCHEDULING PREFERENCE BY SENIORITY

The Company has the right to schedule vacations, taking into account the operational requirements of the Company. Regular full-time, regular part-time and auxiliary employees have preference in respect to annual vacations within their department according to their seniority provided they file applications before March **1st** of each year for vacations to be taken in that year. Employees with less than two **(2)** weeks vacation entitlement must take their entitlement at one time. Employees with four **(4)** weeks or more vacation entitlement must take their entitlement in at least two **(2)** periods, no period being greater than three weeks. An employee must take at least one **(1)** week of vacation at any one time. In special circumstances and upon written request to the Regional Human Resources Manager, four **(4)** weeks of vacation may be scheduled; permission in this regard will not be **unreasonably** withheld.

14.03 Auxiliary employees will receive any **annual** vacation pay to which they are entitled with their regular pay cheques for each pay period.

14.04 When an employee's service terminates and she has not had her annual vacation or received vacation pay, the Company shall pay to the employee, in addition to other monies due her, the appropriate percentage of vacation pay pursuant to Article **14.01** (a).

ARTICLE **15** - LEAVE OF ABSENCE

15.01 GENERAL LEAVE

- (a) Employees may be granted leaves of absence without pay for sufficient reason at the discretion of the Company.
- (b) An employee granted a leave of absence shall be considered having quit if she does not return to work on the date stated for return except in an emergency beyond the employee's control.

15.02 UNION LEAVE

- (a) Upon ten **(10)** days notice in writing to the Company, an employee who has been elected or appointed by the Union to attend Union functions shall be granted a leave of absence without pay for this purpose. With the Company's permission, up to three **(3)** employees may be on leave at any one time. Such leaves are not to exceed one **(1)** week.
- (b) The Company will grant one **(1)** employee leave of absence without pay for up to two **(2)** months to do work for **the** Union. During absence under this clause, an employee's seniority continues to accumulate. She will return to work at the job she left.
- (c) Leaves of absence without pay shall be granted to members of the Union selected by the Union to do negotiations with the Company.

15.03 BEREAVEMENT LEAVE

- (a) In the event of the death of a member of her immediate family, a regular **full-**time and a regular part-time employee will be granted up to five **(5)** consecutive days leave of absence with pay commencing with the date of death and concluding with the day following the funeral. An employee may also request additional unpaid leave. Such requests will not be unreasonably denied.
- (b) *"Immediate family"* shall be understood to include the employee's mother, father, son, daughter, sister, brother, spouse, father-in-law, mother-in-law, grandparents, grandchildren, step-parents, step-children and foster-children. Common-law relationships will be **recognized** as above.

15.04 JURY OR WITNESS DUTY

An employee called to jury duty or subpoenaed as a witness (provided neither the employee nor the Parties to this Agreement are litigants) shall be paid for each day of service on which she was scheduled to work, the difference between her regular straight time rate and the payment she receives for service. The employee will present proof of service and of the amount of pay received,

15.05 MATERNITY AND PARENTAL LEAVES

Employees shall be granted all benefits contained in the Employment Standards Act, as amended from time to time, for maternity and parental leave.

ARTICLE 16 - PROCEDURE FOR SETTLING DISPUTES

16.01 (a) The Parties agree that it is desirable that any complaints or grievances should be adjusted as quickly as possible. Employees are therefore urged to try to settle their complaints with their supervisor as soon after they originate as possible. An employee has no grievance until such time as she has brought the situation to the attention of her supervisor and the supervisor has had an opportunity to resolve it.

(b) The Company is willing to meet its employees, or their representatives, for the purpose of discussing grievances or complaints with the object of reaching a satisfactory solution. Such meetings shall be held at a mutually agreeable time. The time which is spent by employees during their regular working hours attending such meetings shall be considered to be time worked.

16.02 (a) If an alleged violation of this Agreement affects more than one (1) employee, the Union may sign and file the grievance on behalf of the employee(s) specifying the alleged violation of the Agreement and, if identifiable, specifying name and department. Such grievance shall be presented at Step 2.

(b) A grievance submitted by the Company or by the 'Union shall be in writing and shall be submitted at Step 3 within ten (10) days of the event giving rise to the grievance.

(c) Should a dispute arise between the Company and any employee regarding the application, operation, interpretation or alleged violation of this Agreement, including any question as to whether a matter is **arbitrable**, an earnest effort shall be made to settle the dispute in the following manner:

StepOne

Within ten (10) days after the alleged grievance has arisen, or within ten (10) days **from** the time the employee should reasonably have known of the occurrence of the event, the employee and her Shop Steward may present the --

grievance in writing to her supervisor. The supervisor shall reply in writing within three (3) days. Failing a satisfactory settlement, the employee may process **the** grievance to Step 2.

16.02 (c)

Step Two

Within five (5) days **from** the time settlement could have been made in the previous Step, the employee, accompanied by the Grievance Chairperson, may present the grievance in writing to the Human Resources/Operations Manager. The Human Resources/Operations Manager shall reply in writing within five (5) days of presentation of the grievance under Step 2. Failing a satisfactory settlement at this stage, the employee may process the grievance to Step 3.

Step Three

Within ten (10) days from the time settlement could have been made within the time limits of the previous Step, the Grievance Chairperson and/or Staff Representative or designates thereof, may take the matter up with the Store Manager and/or his designate. Prior to submission to the Manager, there shall be a written statement outlining the nature of the grievance, the remedy sought and **the** section or sections of the Agreement which are alleged to have been violated. The Manager shall reply in writing within five (5) days of the presentation of the grievance under Step 3. Failing a satisfactory settlement at this stage, the matter must be referred to arbitration within thirty (30) calendar days **from** the date settlement could have been made in Step 3.

16.03

Time limits may be extended by mutual agreement between the Company and the Union.

16.04

If either Party fails to act within any of the time limits, or within an agreed upon extension, it will be deemed that Party has abandoned its position and that the position of the other Party has been established, except in a case where the Union or the Company withdraws the grievance.

16.05 (a)

Any agreement between the Company and the Union shall be final and binding upon the Company, the Union and the employee(s) concerned.

(b)

Answers shall be given in writing to the Union on a first, second and third stage grievance and shall be sent to the **grievor**, the Shop Steward involved and the Grievance Chairperson.

16.06

If it is not practical to follow the steps in the grievance procedure because some department may have no Company or Union representative or the Company or Union representative is not available, then by mutual consent the next step may be proceeded to.

16.07 The grievance procedure shall be carried out on the Company's property or at such other place or time as the Union and the Company shall mutually agree upon.

16.08 If it is necessary for a Shop Steward or other employee(s) to take time off during working hours in connection with a grievance, she must notify her supervisor and they must arrange a mutually satisfactory time. Time off **shall** not be unreasonably withheld.

16.09 PURSUANT TO SECTION **103** OF THE B.C. LABOUR RELATIONS CODE.

(a) At any time following completion of Step 3 and prior to the appointment of an arbitrator pursuant to this Article and where a difference arises between the

Parties relating to the dismissal, discipline, or suspension of any employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question to whether a matter is **arbitrable**, during the term of the Collective Agreement, Judy **Korbin** or **Merv Chertkow**, or a substitute agreed to by the Parties, shall at the request of either party:

(i) investigate the difference;

(ii) define the issue in the difference; and

(iii) make written recommendation to resolve the difference within five **(5)** days of the date of receipt of the request; and for those five **(5)** days **from** that day, time does not run in respect of the grievance and/or Arbitration Procedure.

(b) If mutually agreed, the recommendations shall become a decision binding upon the Parties and all others affected.

ARTICLE 17 - ARBITRATION

17.01 Either Party must within thirty **(30)** calendar days of the completion of Step 3 of the grievance procedure outlined in Article **16**, notify the other Party in writing of its desire to submit to arbitration an unsettled grievance relating to the application, operation, interpretation or alleged violation of this Agreement, including any question as to whether the matter is **arbitrable**.

17.02 (a) Should the Parties mutually agree to submit the matter to a single Arbitrator, then within seven **(7)** days following such notice, the Parties will agree upon a mutually acceptable single Arbitrator.

- 17.02 (b)** Failing mutual agreement to refer the matter to a single Arbitrator, then, within ten **(10)** days the Parties shall appoint their respective nominees to the Board of Arbitration and they shall select a mutually acceptable Chair.
- 17.03** The Arbitrator or Arbitration Board shall hear and determine the difference or allegation and shall within a maximum of thirty **(30)** days following arbitration render a decision.
- 17.04** The Parties shall jointly bear the costs of the Chair. Each of the Parties shall bear the expenses of the respective nominees to the Board of Arbitration and any witnesses called by it. No costs of arbitration shall be awarded to or against either Party.
- 17.05** Arbitration procedures shall be expedited by the Parties.
- 17.06** At arbitration, the Parties may have the assistance of the employee(s) concerned and any necessary witnesses.
- 17.07** An Arbitrator or Arbitration Board named in accordance with this Article shall be governed by the provisions of this Agreement and, subject only to the provisions of Article **13**, Sub-section **13.03** shall not have the right to add to, delete from, to change, or make any decision contrary to the provisions of this Agreement. The decision of the Arbitrator shall be final and binding on both Parties. Except as otherwise provided in this Agreement, no Arbitrator may award retroactively beyond ten **(10)** days preceding the date of the written grievance.

ARTICLE 18 - GENERAL PROVISIONS

- 18.01** The Company will consult at the local level with the Union in advance of eliminating or reducing any benefit or practice which currently applies to employees in the bargaining unit but is not specifically dealt with in this Collective Agreement. The Company will generally only take such action on a Company-wide basis and not just with respect to the particular employees in this bargaining unit.
- 18.02** DUTY TO ACCOMMODATE
- The Company and the Union **recognize** that they have a duty to accommodate in accordance with the provisions of the Human Rights Act.
- 18.03** COMPANY RULES
- The Company may make and alter reasonable workplace rules, to be observed by all employees. Changed rules shall be communicated to the Union and the employees prior to implementation.

18.04

HUMANITY FUND

For the purpose of international aid and development, the Company agrees to deduct on an annual basis on pay period twenty-six (**26**), the amount of one cent (**.01¢**) per hour from the wages of **all** employees in the bargaining unit as of the date of the deduction, for all hours worked by that employee during the preceding year. The amount so deducted shall be payable to the "**Steelworkers Humanity Fund**" and forwarded to:

Steelworkers Humanity Fund
234 Eglinton Avenue E.,
7th Floor
 Toronto, Ontario
M4P 1K7

The Company shall also advise in writing both the Steelworkers Humanity Fund at the aforementioned address and the Local Union that such payment has been made, the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made.

It is understood and agreed that participation by any employee in the bargaining unit in the program of deductions set forth above may be discontinued by any employee in the bargaining unit after the receipt by the Company and the Local Union of that employee's written statement of her desire to discontinue such deductions from her pay which may be received during the four (**4**) weeks following ratification of the Agreement or at any time thereafter.

18.05

TERMINATION PAY

When the service of a regular employee is terminated by the Company for reasons other than voluntary termination or discharge for just and reasonable cause and not reinstated under the Grievance Arbitration procedure she will receive:

1. If a member of the Company's Pension Plan:
 - (a) A vested benefit under the Pension Plan, or
 - (b) The return of her own contributions with interest plus the amount payable under the termination allowance as described below.
2. If not a member of the Company's Pension Plan:
 - (a) A benefit under **the** terms of the termination allowance which is as follows:

- ◆ After employment from six **(6)** months but less than two **(2)** years • **two (2)** • *two (2) weeks' pay.*
- ◆ After employment from two **(2)** years but less than four **(4)** years • **three (3) weeks' pay.**
- ◆ After employment from four **(4)** years but less than five **(5)** years • **four (4) weeks' pay.**
- ◆ After service of five **(5)** years • **five (5) weeks' pay plus one-half (½) a month's current pay for each completed year of service over five (5) years.**
- ◆ **After fifteen (15) years' service • a minimum of one-half (½) a month's current pay for each completed year of service.**

It is understood that an employee, who receives termination pay will lose her seniority and her employment will be terminated for **all** purposes.

- 18.06** (a) Employees required to wear uniforms by the Company shall have them supplied, laundered and kept in repair without cost to the employee.
- (b) The Company will continue to supply blouses and shirts to restaurant and Malt Stop employees at no cost to the employee as long as the black and white program or any other uniform program is in effect.
- (c) It is agreed that employees in the Cosmetic department will be supplied uniforms by the Cosmetic Company when required at no cost to the employee. The Parties agree that employees will launder and maintain their uniforms. The Company will pay for any alterations when required.
- (d) Where an employee's personal clothing becomes soiled or damaged at work by circumstances beyond the control of the employee, the Company will be responsible for the cleaning, repair or replacement of the item.
- 18.07** No employee **shall** be asked to make a written or verbal agreement with the Company regarding hours of work, wages or working conditions contrary to the terms of this Agreement.
- 18.08** CATEGORIES OF EMPLOYEES
- (a) A regular full-time employee has successfully completed the probationary period and is willing and able and normally scheduled to work thirty-seven and one-half (**37 ½**) hours per week in a designated regular full-time position.

18.08 (b) A regular part-time employee has successfully completed the probationary period and is willing and able and normally scheduled to work twenty **(20)** hours or more per week in a designated regular part-time position.

(c) An auxiliary employee has successfully completed the probationary period and is normally available all business hours, fifty-two **(52)** weeks a year, on a consistent basis and is not appointed to a regular full-time or regular part-time position.

18.09 (a) NOTICE REQUIRED

Employees are required to attend work regularly. When unable to attend the employee must contact her supervisor as far in advance as possible of her scheduled starting time, giving the reason she is unable to attend work, **the** date of her expected return, and the details as to where she can be contacted during her absence. If the employee cannot contact her supervisor, she must contact a Manager at the store prior to the employee's scheduled starting time. If the supervisor or a Manager is not available, the employee will leave a message and indicate where she can be contacted.

(b) REASONS FOR ABSENCE

An employee may be required by the Company to substantiate the reasons for any absence.

(c) **MEDICALS**

The Union acknowledges that the Company may require medical information about an employee 'in order to administer the Company's benefit plans for eligible employees, meet its duty to accommodate, and ensure that employees who are returning to work from illness or injury are fit to work safely.

In such cases, the Company reserves its right to require an employee to be examined by an independent medical expert. Medical information may be obtained by the Regional Human Resources Manager and will be treated as **strictly** confidential. The **Kamloops** Store Manager will receive a certificate from the medical expert indicating whether, and if possible, when an employee is fit to return to work and whether the employee has any restrictions on the return to work.

Any fee charged by the medical expert to which an employee is referred by the Regional Human Resources Manager will be paid by the Company and the employee will be reimbursed in these circumstances for any reasonable travel costs associated with attending at the **office** of such medical expert. It is understood that employees will not suffer any loss of wages arising from application of this clause.

18.10 BULLETIN BOARDS

The Company shall make available places in mutually agreeable locations for the purpose of posting notices regarding meetings and other similar Union matters. All such notices must be signed by a Union officer and must be approved by the Store Manager or his designate prior to posting. A portable bulletin board may be used at the staff entrance before store opening on days that the Union wants to announce meetings. A copy of the Collective Agreement **will** be posted on the Union bulletin boards.

18.11 COLLECTIVE AGREEMENTS

The Company and the Union will jointly share the cost of printing the Collective Agreement subject to a maximum contribution by the Company of five thousand dollars (**\$5,000.00**).

ARTICLE 19 - INSURANCE BENEFITS

19.01 It is agreed that the application of the Company benefits shall continue in respect to the employees in conformity with their general application throughout the Company. While the application of such benefit plans may be the subject of a grievance, it is understood that the benefits plans are not part of the Collective Agreement, and are not themselves subject to the grievance procedure or arbitration.

19.02 The Company will ensure that each employee in the bargaining unit is provided an outline of the insurance benefits.

19.03 The Company will consult with the Union before introducing changes to the insurance benefit package.

ARTICLE 20 - COMMISSION SALES

20.01 Commission policies for the **Kamloops** Store, other than those fixed for the duration of this Collective Agreement by its terms, will be applied in conformity with their general application throughout the region. Commission sales associates must abide by the guidelines established in the Commission Manual or Commission Manuals established by the Company for the region as a whole.

COMMISSION RATES:

The Company will pay commissions at the following rates:

(1) Cosmetic Department:

Three percent (**3%**) plus hourly rate

20.01

(2) Big Ticket Areas:

(i) Furniture: Six percent **(6%)**

(ii) Major Appliances: Six and one-half percent **(6.5%)**

All commission sales associates will receive one percent **(1%)** commission on all other merchandise.

20.02

Details of the commission policies will be distributed by the Company to all employees affected.

20.03

The Company will consult with the Union at the local level in advance of making any changes in the current commission policies in the region.

ARTICLE 21 -

TECHNOLOGICAL CHANGE

21.01

Where the Company intends to introduce new technological equipment that shall result in decreased staff hours or layoff, the matter shall be discussed with the Union in advance to review the implementation process and discuss any other implications.

APPENDIX "A"

WAGE RATES

RE: RATES OF PAY

1. WAGE INCREASES

The current rates of pay for all bargaining unit members will be increased as follows:

- (a) Effective February **9, 1994** for employees on Cycle B Payroll and effective February **18, 1994** for employees on Cycle A Payroll - two percent (**2%**).
- (b) Effective February **5, 1995** for employees on Cycle B Payroll and effective February **12, 1995** for employees on Cycle A Payroll - two decimal two percent (**2.2%**).
- (c) Effective the first pay date in February **1996** - a percentage increase to be negotiated by the Parties; if they are unable to agree upon that increase by January **31, 1996**, it will be determined by Ken **Albertini**. In his decision, Mr. **Albertini** will give paramount consideration to the corporate-wide wage increase which is to take effect in **1996**.

2. WAGE SCHEDULE

The Company and the Union will attempt to reach agreement on an appropriate wage schedule by September **15, 1995**. The primary focus of these discussions will be the wage schedule presented by the Company during the course of collective bargaining and mediation. If the Parties cannot reach agreement on the wage schedule by September **15, 1995**, the issue will be referred to Brian Foley for a binding decision. Mr. Foley will give paramount consideration to the wage schedule proposed by the Company subject to a review of minimum wage levels (i.e. the hiring rates).

KAMLOOPS EFF. FEBRUARY 1995

<u>POSITION TITLE</u> <u>C.H.R.I.S. JOB CODE</u>	<u>PROBATION</u>	<u>START</u>	<u>1000</u>	<u>2000</u>	<u>3000</u>	<u>4000</u>	<u>5000</u>	
GENERAL WORKER (Non-Cash Trained) SA112		7.00 13,650						
<u>SALES</u> SALES ASSOCIATE (Non-Commission) SA100	7.00 13,650	7.67 14,957	8.34 16,263	9.19 17,921	9.82 19,149	10.25 19,988	10.71 20,885	
DEPARTMENT HEAD (Non-Commission) SA102		9.81 19,130	10.52 20,514	11.22 21,879	11.92 23,244	12.62 24,609		
COSMETICIAN Ease + 3% comm SA103		7.67 14,957	8.34 16,263	9.19 17,921	9.82 19,149	10.25 19,988		
COSMETICS SIGN. With Line responsibility SA104		8.31 16,205	9.01 17,570	9.71 18,935	10.39 20,261	11.08 21,606		
A. ARPEL ESTHETICIAN Base + 3% comm SA315		8.67 16,907	9.34 18,213	10.19 19,871	10.82 21,099	11.25 21,938		
BIG TICKET DRAW RATE STRAIGHT COMM AGAINST SA107		7.67 14,957	8.34 16,263	10.01 19,520				
		OR UP TO 75% OF LAST YEAR'S EARNINGS						

KAMLOOPS EFF. FEBRUARY 1995

<u>POSITION TITLE</u>	<u>C.H.R.I.S. JOB CODE</u>	<u>PROBATION</u>	<u>START</u>	<u>100</u>	<u>200</u>	<u>3000</u>	<u>4000</u>	<u>5000</u>
JUNIOR Stock Auditor Item Record Clerical BO190		7.00 13,650	7.67 4,957	8.34 16,263	9.19 17,921	9.82 19,149	10.25 19,988	10.71 20,885

OFFICE CLERICALS

INTERMEDIATE Cash Office Clerical Sales Audit Clerk Switchboard Opr. BO191		7.69 14,996	8.43 16,439	9.17 17,882	10.11 19,715	10.80 21,060	11.27 21,977	11.78 22,971
GENERAL Human Resources Clerical Basics Co-ordinator BO192 / BO307		8.45 16,478	9.27 18,077	10.08 19,656	11.12 21,684	11.89 23,186	12.41 24,200	12.96 25,272

PREMIUMS

0.40/HR

designated first-aid
with Industrial First-aid certificate

KAMLOOPS EFF. FEBRUARY 1995

<u>POSITION TITLE</u> <u>C.H.R.I.S. JOB CODE</u>	<u>PROBATION</u>	<u>START</u>	<u>1000</u>	<u>2000</u>	<u>3000</u>	<u>4000</u>	<u>5000</u>
<u>FOOD SERVICES</u>							
FOOD SERVICES I cash/malt stop/ dishroom/floor RS150	7.00 13,650	7.67 14,957	8.34 16,263	9.19 17,921	9.82 19,149	10.25 19,988	
FOOD SERVICES II food preparation kitchen RS149	7.00 13,650	7.67 14,957	8.34 16,263	9.19 17,921	9.82 19,149	10.25 19,988	10.71 20,885
SECTION HEAD RS151		9.81 19,130	10.52 20,514	11.22 21,879	11.92 23,244	12.62 24,609	
<u>SUPPORT</u>							
IN-STORE MARKETER SA109	7.00 13,650	7.67 14,957	8.34 16,263	9.19 17,921	9.82 19,149	10.25 19,988	10.71 20,885
DEPT. STOCKPERSON DOCKHAND/REC.HELPER MM120 / MM125	7.00 13,650	7.67 14,957	8.34 16,263	9.19 17,921	9.82 19,149	10.25 19,988	10.71 20,885
STORE RECEIVER MM128		10.71 20,885	11.41 22,250	12.05 23,498	12.68 24,726	13.32 25,974	13.95 27,203
BUILDING ENGINEER MM137		MINIMUM 17.72 34,554		MIDPOINT 19.56 38,142		MAXIMUM 21.40 41,730	

KAMLOOPS EFF. FEBRUARY 1995

POSITION TITLE
C.H.R.I.S. JOB CODE

PROBATIONSTART10002000300040005000LOSS PREVENTION

LOSS PREVENTION I
STORE LP OPERATOR
LP180

8.96	9.61	10.38	11.07	11.76	12.45
17,472	18,740	20,241	21,587	22,932	24,278

VISUAL PRESENTATION

VISUAL PRES. HELPER
VM138

7.00	7.67	8.34	9.19	9.82	10.25	10.71
13,650	14,957	16,263	17,921	19,149	19,988	20,885

VISUAL PRES. I
STORE DISPLAY PERSON
VM140

8.96	9.61	10.38	11.07	11.76	12.45
17,472	18,740	20,241	21,587	22,932	24,278

VISUAL PRES. II
VP CO-ORDINATOR
VM141

<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
12.18	15.23	18.27
23,751	29,699	35,627

KAMLOOPS BAY STORE SENIORITY LISTLIST OF EMPLOYEES PAID OUTSIDE SALARY RANGE - **SEPTEMBER 29, 1995**

FULL TIME STATUS	CLASSIFICATION	MO/DAY/YR	WAGE RATE
MARILYN MOSKWA	DEPARTMENT HEAD	07/01/73	14.55
BEN SPAGNUT	STORE RECEIVER	10/01/73	19.94
SHERRY BALOGH	DEPARTMENT HEAD	03/15/74	14.55
ELIZABETH SHYMKO	BASICS COORDINATOR	06/14/79	15.28
JOANNE STEWART	COSMETICS LINE RESP.	06/10/80	12.08
LOIS WHITE	VISUAL PRESENTATION	03/16/81	16.40
ELIZABETH ROWAND	DEPARTMENT HEAD	06/15/81	13.71
MARILYN STRUTZ	DEPARTMENT HEAD	06/15/81	13.47
PAT OLSON	DEPARTMENT HEAD	06/22/81	13.38

REGULAR PART-TIME	CLASSIFICATION	MO/DAY/YR	WAGE RATE
ERNA ULMER	DEPARTMENT HEAD	09/15/75	13.90
JOAN REILLY	HUMAN RESOURCES CLERICAL	09/01/76	13.86
DONNA SHEA	DEPARTMENT HEAD	11/19/79	13.38
CHRIS CHRISTIAN	DEPARTMENT HEAD	09/09/80	14.55
LYNDA JENKINS	DEPARTMENT HEAD	06/15/81	12.87
SUZY JOLY	DEPARTMENT HEAD	06/15/81	12.70
JUDY COLLINS	INTERMEDIATE OFFICE CLERICAL	06/16/81	12.33
IONE ZWARICH	DEPARTMENT HEAD	11/01/82	13.21
NARINDER DHILLON	DEPARTMENT HEAD	11/28/83	12.70
RITA HODGE	IN-STORE MARKETER	09/04/85	12.66
SHARON ECKERSLEY	DEPARTMENT HEAD	09/13/86	12.99
JUDY QUESSETH	INTERMEDIATE CLERICAL	06/04/88	12.16
ROBERTA HUFFMAN	COSMETICIAN - LINE RESP.	02/25/91	11.53

AUXILIARY STATUS	CLASSIFICATION	MO/DAY/YR	WAGE RATE
LONNIE GABER	SALES ASSOCIATE	09/28/72	12.95
ALICE HUGHES	SALES ASSOCIATE	09/29/76	13.20
TAMME FOSSETT	SALES ASSOCIATE	07/06/81	12.46
PHYLLIS KIMMEL	SALES ASSOCIATE	07/06/81	12.34
JEAN SHEELEY	SALES ASSOCIATE	07/20/81	11.98
ROSE WORTHING	SALES ASSOCIATE	07/20/81	12.32
DIANA MARTENS	SALES ASSOCIATE	08/16/83	11.07
MARJORIE HARDING	SALES ASSOCIATE	11/21/83	11.07
ROSE COMEAU	FOOD SERVICES I	02/06/84	10.71
PAT HUYGHEBAERT	SALES ASSOCIATE	12/04/84	12.61
DOROTHY BRYCE	SALES ASSOCIATE	07/18/85	11.07
HELEN GILBERT	SALES ASSOCIATE	11/26/86	11.52
LOIS ZART	SALES ASSOCIATE	10/14/87	10.48

APPENDIX "B"

RE: RETURN TO WORK ARRANGEMENTS

1. Immediately upon ratification of these recommendations, the strike will end and picket lines shall be removed.
2. The Company will recommence all customer services at the store as quickly as possible. It is understood that employees' return to work will be phased in as stock is replenished and as customers return to doing business with the Company.
3. Employees will be recalled to work by seniority as each department identified in Clause **11.06** (a) recommences operations, The order of recall will be regular full-time, regular part-time and auxiliary.
4. The seniority of employees in the bargaining unit will not be adversely affected by the time spent on the strike (that is, service will be bridged).
5. There shall be no retaliation or recrimination of any kind by any party arising from the strike.
6. Employees for whom payment of regular salary is contingent on application of the commission policy (for example, furniture department employees) will not be adversely affected by the fact that they have been on strike since September **25, 1994**.
7. Any dispute over the return to work arrangements will be determined by Brian Foley.

LETTER OF UNDERSTANDING #1

BETWEEN: THE GOVERNOR AND COMPANY OF ADVENTURERS OF ENGLAND TRADING INTO HUDSON'S BAY
(hereinafter called "the Company")

AND: UNITED **STEELWORKERS** OF AMERICA,
LOCAL UNION **898**
(hereinafter called "the Union")

RE: SHOPPERS

The Parties agree **that** the use of Shoppers is beneficial to both the Company and the employees when their reports are not subject to abuse or misunderstanding.

Accordingly, it is agreed that Shoppers may be used to ensure customer service is assured. However, the oral or written Shopping Reports prepared by a Shopper can only be used in an advisory capacity to promote improved customer service, and not for any disciplinary purposes whatsoever, except where a copy of any such Shoppers Report is provided to the Union within forty-eight **(48)** hours following the incident which is the subject of the said Shoppers Report in which case the oral and documentary evidence of the Shopper can be adduced in evidence before an arbitrator with responsibility to adjudicate a matter where the oral or written Report of the Shopper is relevant.

In witness whereof the Parties hereto have executed the Letter of Understanding on the **16th** day of May, **1995**.

SIGNED ON BEHALF OF :

THE EMPLOYER

THE UNION

David Crisp

Stephen Hunt

Rae W **arburton**

Elizabeth**Shymko**

Patricia **Janzen**

Elizabeth**Rowand**

Marilyn**Strutz**

Brett **Bostock**

Joanne Stewart

LETTER OF UNDERSTANDING #2

BETWEEN: THE GOVERNOR AND COMPANY OF ADVENTURERS
OF ENGLAND TRADING INTO HUDSON'S BAY
(hereinafter called "the Company")

AND: UNITED STEELWORKERS OF AMERICA,
LOCAL UNION **898**
(hereinafter called "the Union")

RE: ARTICLE 11

The Company shall endeavour to schedule employees for no more than five **(5)** consecutive days, except by mutual agreement between the employee and management.

In witness whereof the Parties hereto have executed the Letter of Understanding on the _____ day of _____, 1995.

SIGNED ON BEHALF OF :

THE EMPLOYER

THE UNION

David Crisp

Stephen Hunt

Rae Warburton

Elizabeth **Shymko**

Patricia **Janzen**

Elizabeth **Rowand**

Marilyn **Strutz**

Brett **Bostock**

Joanne Stewart

LETTER OF UNDERSTANDING #3

BETWEEN: THE GOVERNOR AND COMPANY OF **ADVENTURERS**
OF ENGLAND TRADING INTO HUDSON'S BAY
(hereinafter called "the Company")

AND: UNITED STEELWORKERS OF AMERICA,
LOCAL UNION **898**
(hereinafter called "the Union")

RE: ARTICLE 11.02

It is understood between the Parties that a regular full-time employee who is required to work on Sunday as part of her normal work week shall be paid for the hours worked by that employee that day or for seven and one-half (7 1/2) hours, whichever is more.

In witness whereof the Parties hereto have executed the Letter of Understanding on the _____ day of _____, 1995.

SIGN-ED ON BEHALF OF :

THE EMPLOYER

THE UNION

David Crisp

Stephen Hunt

Rae Warburton

Elizabeth Shymko

Patricia Janzen

Elizabeth Rowand

Marilyn Strutz

Brett Bostock

Joanne Stewart

LETTER OF UNDERSTANDING #4

BETWEEN: THE BAY
(hereinafter called "the Company")

AND: UNITED STEELWORKERS OF AMERICA,
LOCAL UNION **898**
(hereinafter called "the Union")

RE: SECTION 103

The Parties agree to discuss any grievance that either Party is recommending referral to Section **103** of the Labour Relations Code.

In witness whereof the Parties hereto have executed the Letter of Understanding on the _____ day of _____, **1995**.

SIGNED ON BEHALF OF :

THE EMPLOYER

THE UNION

David Crisp

Stephen Hunt

Rae Warburton

Elizabeth **Shymko**

Patricia **Janzen**

Elizabeth **Rowand**

Marilyn **Strutz**

Brett **Bostock**

Joanne Stewart

LETTER OF UNDERSTANDING #5

BETWEEN: THE GOVERNOR AND COMPANY OF ADVENTURERS
OF **ENGLAND** TRADING INTO HUDSON'S BAY
*(hereinafter called "the **Company**")*

AND: UNITED STEELWORKERS OF AMERICA,
LOCAL UNION 898
*(hereinafter called "the **Union**")*

RE: SEXUAL OR RACIAL HARASSMENT

1. The Company and the Union agree to subscribe to the principles of the Human Rights Act of British Columbia, which Act prohibits harassment in the form of discrimination because of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical disability, mental disability, sex, sexual orientation, age or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person.
2. The Company acknowledges its duty to provide a workplace which is **free** from sexual and racial harassment. The Union will not tolerate or condone behaviour which constitutes sexual or racial harassment by any of its members.
3. The Company and the Union agree- that retaliation or threats of retaliation against a person because that person complains or has complained or is named or was named in a complaint of sexual or racial harassment, gives evidence or otherwise assists in respect of a complaint constitute prohibited harassment for the purposes of this Letter of Understanding.
4. An employee who complains of sexual or racial harassment by virtue of the alleged conduct of an employee within or outside of the bargaining unit will report such harassment to management and management will be provided a reasonable opportunity to have the matter resolved.
5. Where the complaint is not resolved by management to the satisfaction of the employee, the employee may refer the complaint to **an** outside investigator who will investigate the complaint, resolve it with the agreement of the affected employees or provide the Company and the Union with a report of the investigation.
6. This process is intended to be strictly confidential so far as permitted within the prescriptions of law and the requirements of due process.
7. An employee may seek the assistance of a Union representative during any part of the procedure.

Letter of Understanding
Re Sexual or Racial Harassment
Page 2

- 8. If, in the investigator's opinion, the complaint is without merit or is not a properly grounded complaint pursuant to this Letter of Understanding, she may refuse to commence a formal investigation, or otherwise bring the complaint to a conclusion.
- 9. The investigation shall be completed within thirty (30) days following the commencement of the formal investigation stage. Once the investigation has been completed, the investigator's report will be discussed by the investigator with the complainant, the Union, the alleged harasser and the Company.
- 10. The investigator will submit a written report with any recommendations to the Company and the Union. The recommendations will not include discipline or discharge for anyone. With the exception of any proceedings external to the Collective Agreement, the investigator's report will not be referred to by either the Union or the Company.
- 11. The investigator(s) will be selected by the Parties. Failing agreement in this regard by August 31, 1995, Brian Foley will name the investigator(s). The fees and reasonable expenses of the investigator(s) shall be shared equally by the Company and the Union.

In witness whereof the Parties hereto have executed the Letter of Understanding on the _____ day of _____, 1995.

SIGNED ON BEHALF OF :

THEEMPLOYER

THE UNION

David Crisp

Stephen Hunt

Rae Warburton

Elizabeth **Shymko**

Patricia **Janzen**

Elizabeth **Rowand**

Marilyn **Strutz**

Brett **Bostock**

Joanne Stewart

LETTER OF COMMITMENT

BETWEEN: THE GOVERNOR AND COMPANY OF ADVENTURERS
OF ENGLAND TRADING INTO HUDSON'S BAY
(hereinafter called "the Company")

AND: UNITED STEELWORKERS OF AMERICA,
LOCAL UNION **898**
(hereinafter called "the Union")

RE: CONTRACTING OUT

This is to confirm that before any department or specific service is contracted out at the **Kamloops** Store, local management will consult with the Union a reasonable period in advance of the date on which the contracting out is to occur. The Company will provide the Union with its reasons for contracting out the specific department or service and will give consideration to any alternatives the Union may propose.

SIGNED ON BEHALF OF THE COMPANY

David Crisp
Vice President of Human Resources

August 2, 1995
Date

BRITISH COLUMBIA LABOUR RELATIONS BOARD

**IN THE MATTER OF AN INTEREST ARBITRATION PURSUANT TO
SECTIONS 55(6)(b)(ii) AND 55(7) OF THE LABOUR RELATIONS CODE**

THE GOVERNOR AND COMPANY OF ADVENTURERS OF ENGLAND TRADING
INTO HUDSON'S BAY DOING **BUSINESS** AS THE BAY (**KAMLOOPS** STORE)

(the "Employer", the "Bay" or the "Company")

-and-

UNITED STEELWORKERS OF AMERICA, LOCAL UNION 898

(the "Union")

PANEL: Stan **Lanyon**, Chair
Margaret Arthur, Vice-Chair and Registrar
Barbara **J. Junker**, Vice-Chair

COUNSEL: Patricia **Janzen**, for the Employer
Brian Shell, for the Union

CASE NO.: 22916

DATE OF HEARING: July 24, 1995

DATE OF DECISION: August 2, 1995

4. The parties can devise contract language and structure processes to meet their own particular circumstances.

75 Therefore, these clauses are consistent with the issues of voice, dignity and security as set out in *Yarrow Lodge*.

V. CONCLUSION

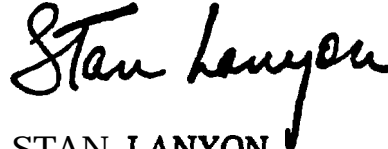
76 The Collective Agreement shall consist of the Mediator's recommendations included in his Reports of May 16, 1995 and June 26, 1995. It is attached to this decision as Schedule "A". We reserve the jurisdiction to clarify any issues which may arise in its implementation.

77 Finally, we wish to make several concluding remarks. The strike between these parties lasted for some eight months. By any standard this is a long and protracted dispute. On the other hand, the parties were able to conclude well over a **100** (sections and subsections) terms and conditions of employment. Their disagreement **was in** relation to only five issues. **As stated by the Employer** these are "sophisticated" parties who have other bargaining relationships. This is significant, especially when weighed with the Employer's concluding remarks and submissions: should the Mediator's Report be affirmed, there may well be "a second protracted dispute" in **Kamloops** because the Employer will have little choice but to "bargain out" the issues in dispute.

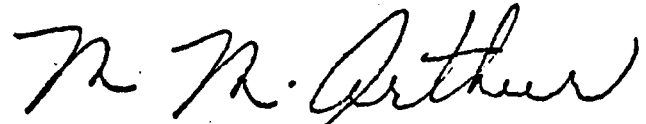
78 These parties are experienced labour relations practitioners who now have a clear choice before them. This collective agreement can simply result in a respite from economic warfare or they can construct a relationship that is mutually **beneficial**. It is **obvious in** labour relations terms that other relationships between them will be **influenced by what happens** at the **Kamloops** store. In past decisions the Board has, especially in regard to other protracted disputes, indicated its willingness to continue mediation in an effort to repair or enhance relationships at the end of such disputes. These efforts have taken place not only in corporations with several hundred employees

(such as the Bay store in **Kamloops**), but also in corporations with several thousand employees, The Board extends this same offer to these parties in the implementation of this collective agreement.

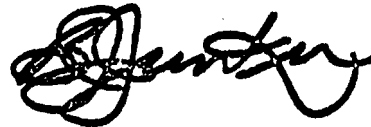
LABOUR RELATIONS BOARD



STAN LANYON
CHAIR



MARGARET ARTHUR
VICE-CHAIR AND REGISTRAR



BARBARA J. JUNKER
VICE-CHAIR

APPENDICES "A" AND "B" ARE ATTACHED AND FORM PART OF DECISION **BCLRB NO. B309/95**

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