

MARS 0530

Collective Agreement

BETWEEN:

**SOURDOUGH MARKETS LTD.
(EXTRA FOODS 8567)**

.AND:

TEAMSTERS LOCAL UNION NO. 31

COLLECTIVE AGREEMENT

Effective August 17, 2003 - June 30, 2008

12335(02)

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

DO NOT ASK YOUR SHOP STEWARD

DO NOT ASK YOUR BUSINESS AGENT

THE RESPONSIBILITY IS YOURS ALONE

DISCLAIMER:

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

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COLLECTIVE AGREEMENT

BETWEEN:

**SOURDOUGH MARKETS LTD.
(EXTRA FOODS 8567)**

(hereinafter called the "Company")
PARTY OF THE FIRST PART

AND:

TEAMSTERS LOCAL UNION NO. 31

(hereinafter called the "Union")
PARTY OF THE SECOND PART

The Parties hereto agree as follows:

ARTICLE 1 - GENERAL

Section 1 - Recognition

- a) It is recognized by this Agreement to be the duty of the Company and the Union and the employees to fully co-operate, individually and collectively, for the advancement of conditions.
- b) Wherever the use of the male gender is used herein, it shall apply to the female gender wherever applicable. Wherever the use of singular is used, it shall imply either singular or plural.

Section 2 - Union Co-operation

The Parties agree that they shall further the interests of the Company at all times and as fully as it may be within their power to do so.

Section 3 - Discrimination Between Employers

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

Section 4 - Certification of Bargaining Authority

This Agreement shall cover all employees of the Company within the Yukon Territory, except persons employed as Store Manager and Owner/Operator or other managerial staff specifically agreed to by the Union to be excluded from the bargaining unit as set out in the Letter of Understanding appended to this Agreement.

ARTICLE 2 – CHANGES OR CONFLICTS

Section 1 - Conflicting Agreements

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

Section 2 - Transfer of Company Title or Interest

This Agreement shall be binding upon the Parties hereto, their successors, administrators, executors and assigns. In the event an entire business or any part thereof is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceeding, such business or any part thereof shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

Section 3 - New Equipment

If during the life of this Agreement new classifications and/or different types of equipment coming within the bargaining unit are established, it is mutually agreed that the Parties hereto meet in order to establish a fair rate for the new classification.

If no agreement can be reached on the rate to be established, the Parties hereto agree to make use of the arbitration procedure as contained in this Agreement.

ARTICLE 3 – MANAGEMENT'S RIGHTS

Section 1- Recognition of the Company

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

- a) to maintain order, discipline and efficiency
- b) to hire, discharge, classify, suspend for proper cause, direct or transfer employees from one classification to another, move employees from one location to another for proper reason
- c) to increase and decrease working forces
- d) to make or alter from time to time rules and regulations to be complied with by its employees. These rules and regulations to be filed with the Union. All matters concerning the operation of the Company's business shall be reserved to the management

ARTICLE 4 – UNION'S RIGHTS

Section 1 - Inspection Privileges

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

Section 2 - Shop Stewards

The Union shall elect or appoint shop stewards from among its members in the bargaining unit and shall notify the Company in writing forthwith of such appointments and deletions and during the months of January and July in each year, of those employees so elected or appointed. The Company will recognize shop stewards and not discriminate against them for lawful Union activity. The Company will notify the Union forty-eight (48) hours prior to dismissal of a shop steward, and upon the Union's request give the reason in writing. The Company shall allow time off, without pay, to any man who is serving on a Union committee or as a delegate, providing all requests for time off are reasonable and/or do not interfere with the proper operation of the business and provided forty-eight (48) hours written notice is given to the Company by the Union specifying the length of time off.

Section 3 - Union Label

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

Section 4 - Work Assignments

- a) The Company agrees to respect the jurisdictional rules of the Union, and shall not direct or require its employees or persons other than the employees in the bargaining unit here involved to perform work of the employees in the said unit. This is not to interfere with bona fide Contracts with bona fide Unions.
- b) In the event that members of a Union, other than the Union which is signatory to this Agreement, attempts to encroach on the working practices and arrangements as laid down by the Company and that contravene the Union's jurisdiction, pursuant to the Certificate of Bargaining Authority, the Union agrees that it shall inform the employees affected of their obligation to carry out the terms and conditions of this Agreement.
- c) Provided that competitive Union carriers are available the Company will use only carriers who are under a signed Collective Agreement to a local Union of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America to transport its commodities.

ARTICLE 5 – UNION ADMINISTRATION

Section 1 - Union Postings

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

Section 2 - Bargaining Authority

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

Section 3 - Union Shop

- a) Every employee of the Company covered by this Agreement shall be a member of the Union in good standing during the whole of the term of this Agreement as a condition of employment with the Company, save as hereinafter expressly provided.
- b) Every new employee shall join the Union within seven (7) days of his hiring or be replaced and all such employees shall be added to the Check-off List forthwith.
- c) The Company shall furnish to the appropriate Union area office, designated, in writing, by the Union, a list of new employees taken into employment by the Company within fourteen (14) calendar days of their being hired.

Section 4 - Notification to Employee

- a) Each new employee, when hired by the Company, shall be informed by the Company that he is required to become a Union member.
- b) The Company will have each new employee sign an Authorization Card authorizing the Company to deduct from his earnings Union initiation fees, Union dues and/or other assessed charges as required by the Union and so indicated on the monthly Check-Off List as provided by the Union to the Company.
- c) The Company will remit Authorization Cards to the Union with the bi-monthly list of new employees as noted in Section 3(b) above.

Section 5 - Subcontracting

- a) The Company will not subcontract work performed by bargaining unit employees if such subcontracting will result in the layoff, or failure to recall from layoff, of any employee in the bargaining unit.
- b) It shall not be a violation of this Agreement or cause for dismissal for an employee, a member of the Union, to refuse to load or unload a common carrier which, in the opinion of the Union, could affect his job security.
- c) All storing and handling of merchandise or other goods or materials shall be carried on by Company employees, members of the Union, categories of which are set out in Appendix "A" and Appendix "B" where such work is under the control of the Company.
- d) Wherever possible and where such work is under the control or direction of the Company, all equipment shall be loaded and unloaded by the employees of the Company, members of the Union.
- e) The above shall not apply to Production Meat and Production Bakery products that are produced at the Real Canadian Superstore and shipped to this location.

ARTICLE 6 – PICKET LINE

- a) It shall not be a violation of this Agreement or cause for discharge of any employee, in the performance of his duties, to refuse to cross or circumvent a legal picket line recognized by the Union.
- b) For the purpose of this clause, it is agreed that no employee shall be discharged, suspended or otherwise disciplined for refusing to cross or circumvent a picket line, unless it is first declared to be illegal by a Court or Arbitration Board of competent jurisdiction.

- c) If, as and when a person other than an employee, within the bargaining unit, operates a piece of equipment across a legal picket line recognized by the Union, it shall not be a violation of this Agreement for any employee in the bargaining unit of the Company to refuse to operate such equipment.
- d) Prior to the extension of the application of the word "circumvent" beyond the action of ~~refusing to cross picket lines or refusing to operate such equipment as mentioned in the~~ first paragraph immediately preceding, the Union will first discuss the subject with the Company. If, as and when a dispute arises, each dispute will be dealt with on an individual basis.

ARTICLE 7 – ADVANCEMENT FUND

- a) The Teamsters Local No. 31 Union/Industry Advancement Fund shall be for the enhancement of all persons dependent upon any industry represented by Teamsters Local Union No. 31.
- b) The Company shall make contributions of five cents (5 cents) per hours for which wages are payable hereunder for each employee covered by this Collective Agreement.
- c) Payment of said funds shall be made to the Teamsters Local No. 31 Union/Industry Advancement Fund by the 15th of the month following that to which they refer.
- d) This payment will be independent and separate from any other payment made to the Teamsters Local Union No. 31.

ARTICLE 8 – MAINTENANCE OF STANDARDS

Section 1 - General

- a) The Company agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement.
- b) Higher rated Union employees shall be subject to all the terms and conditions of this Agreement.

Section 2 - Maintenance of Equipment

- a) It is to the mutual advantage of both the Company and the employee that employees shall not operate equipment which is not in safe operating condition. Further, no employee shall be discharged, suspended or otherwise disciplined for refusing to operate equipment that is not in compliance with the provisions of the law.
- b) It shall be the duty of the employee to report, in writing, on the appropriate forms of the Company promptly, but not later than the end of their shifts, all safety and/or mechanical defects.
- c) It shall be the obligation of the Company to so inform the employees as to which supervisor to whom such reports on such equipment will be made in the store.
- d) It shall be the obligation of the Company to direct the repair as necessary to conform with the safe and efficient operation of that equipment.

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- e) In the event repairs cannot be effected, the equipment will be correctly identified by tag and be kept out of service until repaired, and it shall not be considered a violation of his employment when a Company employee refuses to operate such identified equipment.

Section 3 - Safety Meetings

The Company shall be required to hold Safety Meetings once a month as per the "Occupational Health & Safety Act" and shall provide copies of the minutes of these meetings to the Union office.

Section 4 - Sanitation

- a) The Company agrees to maintain adequate, clean, sanitary washrooms and lunchrooms having hot and cold running water and with toilet facilities.
- b) Lockers will be supplied when required; Company not responsible for contents.
- c) It shall be the responsibility of the employees to use lunchroom and washroom facilities carefully and considerately in order to keep them in a clean and sanitary condition and free from unnecessary damage, insofar as same may be possible with normal usage.

Section 5 - First Aid

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

Section 6 - Uniforms Supplied

- a) The Company agrees that, if any employee is required to wear any kind of uniform as a condition of his continued employment, such uniform shall be furnished and maintained by the Company free of charge.
- b) No employee shall be discharged for refusing to wear a uniform that does not bear a Union Label.
- c) Employees in the Bakery and Meat Departments shall be provided with whites by the Company and the maintenance to be paid by the Company. The Company agrees to supply adequate warm clothing for employees required to work in freezer units or for employees bringing in carts from outside. Coveralls will be made available for employees performing clean up in the back room. All other employees shall be provided with aprons which will be maintained by the Company.
- d) It will be the responsibility of each employee to report to work following the Company Standard of Dress Code and Grooming Requirements; a copy of which will be provided to the Union and posted for employees.

ARTICLE 9 – DISCHARGE OR SUSPENSION

- a) The employee's disciplinary record shall only contain those matters conveyed to the employee in writing with a copy to the Union. Such disciplinary record may only be used for twelve (12) months for employees hired prior to July 1, 1994 and for eighteen months for employees hired thereafter in any further disciplining of such employee.
- b) Upon request within seventy-two (72) hours from an employee, the Company shall within seventy-two (72) hours give its reason in writing for discharge, suspension or reclassification.

ARTICLE 10 – GRIEVANCE PROCEDURE

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

- step 1:** Any grievance of an employee shall be first taken up between such employee and his immediate supervisor. However, such employee will be entitled to be accompanied by a Shop Steward or a Union representative.
- a) Time limit to institute grievance:
 - i) termination or lay-off - five (5) calendar days
 - ii) all others - ten (10) calendar days
 - b) If the Company or Union do not respond within thirty (30) days after the Grievance was instituted, the Company or Union will forfeit the Grievance unless time limits set out in this Section are waived by mutual agreement.
- Step 2:** Failing settlement under Step 1, such grievance shall be taken up between representative of the Local Union and the immediate supervisor.
- Step 3:** Failing settlement under the above Steps, the matter will be referred to an agreed-upon neutral person to act as an arbitrator, who will meet with the Parties to hear both sides of the case. Failing to agree upon a neutral person, the Department of Labour will be requested to appoint a neutral arbitrator.
- a) The Arbitrator shall be required to hand down his decision within fourteen (14) calendar days following completion of the Hearing and his decision shall be final and binding on the two Parties to the dispute.
 - b) The cost of the Arbitrator will be borne equally by the Union and the Company.

ARTICLE 11 - SENIORITY

Section 1-Seniority

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

Section 2 Subject to Seniority

- a) All new jobs or vacancies are subject to seniority and shall be posted in a conspicuous place according to Article 7 Section 5 for seven (7) days for bids, except where a job or shift has been discontinued. Postings shall state the rate of pay. Copies of postings and awards to be forwarded to the Union.

If an employee who successfully bids into a classification has not properly performed the job to the satisfaction of the Company, the employee will be returned to his former position within the first thirty (30) calendar days.

Once an employee has successfully bid into a classification, he shall not be able to bid on another vacancy for a period of six (6) months. The only exception to this shall be a part-time employee bidding on a full-time vacancy.
- b) In the event that a Part-time employee becomes a Full-time employee, his seniority as a Full-time employee shall start from the date upon which he achieves full-time status,

except for the purposes of determining relative seniority in the case of lay off, in which case the employee's Company seniority shall apply.

- c) Students will be considered Part-time employees for the purpose of their seniority.
- d) Merit, fitness and ability being equal, length of continuous service with the Company shall govern in cases of promotion to Assistant Manager. The Company agrees to act in good faith and further agrees not to discriminate in any manner. It is agreed that the Company shall be the sole judge as to an employee's merit, fitness and ability.
- e) Subject to the availability of qualified employees, the Company shall promote for bargaining unit Department Head positions from within the bargaining unit based on merit, fitness and ability. It is agreed that the Company shall be the judge as to an employee's merit, fitness and ability. This clause is subject to the Grievance Procedure.

Section 3 - Unit Transfers

In all areas seniority will be as follows:

Unit 1: all Full-time hourly paid employees working for Sourdough Markets Ltd.

Unit 2: all Part-time employees hourly paid employees working for Sourdough Markets Ltd.

- a) When an employee transfers from one Unit to another, his seniority in the new Unit will follow all present employees in that Unit.
 - (i) Seniority accrued in one Unit cannot be transferred or exercised in the other Unit. The only exception to the foregoing shall be when an employee bids on a vacancy in another Unit.
 - (ii) Should an employee be successful in bidding on a vacancy in another Unit, he shall forfeit all seniority rights with the exception of his right to exercise his company seniority in the case of lay-off. The seniority of an employee who so bids from one Unit to another shall be recognized for the purposes of benefit and vacation entitlement.
 - (iii) Should an employee who has scheduled vacation or leave of absence time off in one Unit move to another Unit, the scheduling of such time shall remain.
- b) In the scheduling of part-time and student employees in a department, the hours of work on a daily basis shall be assigned to such employees within the classification within the department on the basis of seniority within the classification within the department, provided the employee has the qualifications and ability to perform the work in a competent manner.

Section 4 - Probationary Periods

- a) All newly hired employees shall be considered "probationary employees" for their first two hundred and forty (240) hours of work.
- b) There shall be no responsibility on the part of the Company respecting employment of probationary employees, should they be laid-off for lack of work or discharged during the probationary period.
- c) At the completion of the appropriate probationary period such employees shall be entitled to all rights and privileges of this Agreement and the seniority then shall be calculated from the first day of hire.

Section 5 - Seniority Lists

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

Section 6 - Cessation of Seniority

When an employee's employment is terminated by the Company for proper cause, or he leaves by his own choice, he will automatically be struck from the Seniority List.

Section 7 - Continuity of Seniority

In the event that the Company purchases a business or any part thereof, the employees of which are covered by a Collective Agreement with a Local Union of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, the seniority of such employees shall be computed from the date that they respectively first became employees of the business aforesaid.

Section 8 - Leave of Absence

- a) When the requirements of the Company's services will permit, any employee hereunder, upon written application to the Company, with a copy of said application to the Union, may, if approved by the Company be granted a leave of absence in writing (with a copy to the Union) for a period of thirty (30) days. Under such leaves the employee shall retain and accrue seniority only.
- b) Such leave may be extended for additional periods of thirty (30) days when approved by both the Company and the Union (in writing) and seniority will accrue during such extension.
- c) Any employee hereunder, on leave of absence, engaged in gainful employment without prior written permission from both the Company and the Union, shall forfeit his seniority rights, and his name will be stricken from the Seniority List, and he will no longer be considered an employee of the Company.
- d) Any employee hereunder on leave of absence may pre-pay their benefits up to the sixty (60) days approved leave.
- e) Educational Leave: Employees with two (2) or more continuous years with the Company shall be entitled to an Educational Leave of Absence for up to one (1) year without gain or loss of seniority as of the time the employee's leave commences. The following terms and conditions shall apply to such leaves:
 - i) Two (2) employees per store at any one time shall be entitled for Educational Leave, providing they are from different departments.
 - ii) Written application for leave shall be given to the Owner, along with an acceptance into a recognized credited Educational Institute, with a copy to the Union, and once approved, a copy of the approval is to be given to the Employee and the Union with the date the leave is to commence.
 - iii) Seniority shall be the determining factor in scheduling all requests for leave; such leave will only be granted on a one time basis per employee.
 - iv) The employee must be attending an accredited educational institution.
 - v) While on leave, the employee shall not take any work with a competitor.

- vi) The period of time will not count for vacation entitlement.
- vii) A one (1) month return to work notice must be given to the Company, with a copy to the Union, unless a return date was established upon the commencement of the leave.
- viii) Union Dues shall be paid at the "out of work dues rate for the time off on leave. It will be the employee's responsibility to pay these dues and if suspended by the Union as a result of non-payment of dues, the Union is to notify the Company.
- ix) If the employee taking the leave has qualified for benefits, they may prepay the Company in quarterly installments in advance of taking the Leave to maintain these benefits. This will apply to Medical, Extended Medical and Life Insurance premiums which are normally paid by the Company.
- x) The Company and the Union agree to meet should any abuse, conflicts or violations occur before any action is taken.

Section 9 - Promotion

- a) When an employee, within the bargaining unit covered by this Agreement, receives a promotion to take a position within the Company which is beyond the sphere of the bargaining unit, he may retain his seniority for a maximum of thirty (30) calendar days within the former unit.
- b) At the end of this period of thirty (30) calendar days, the employee must exercise his seniority rights by returning to his former unit or relinquish all such seniority rights.
- c) Notice shall be given to the Union in writing prior to the employee leaving the bargaining unit.
- d) Should the employee return or be returned to the bargaining unit for any reason, he must remain within the unit for a minimum period of thirty (30) calendar days or forfeit his seniority should he accept another promotion within that period.

Section 10 - Availability

- a) Part-time employees shall declare their availability three times a year:
 - i) The first Sunday in January
 - ii) The last Sunday in June
 - iii) The first Sunday in September

Part-time employees shall be required to work according to the thrice yearly Declarations of Availability. No changes to their availability shall be permitted other than the three dates, except for students where authorized by Management.

- b) Part-time employees must be available to work for all hours on either Saturday or Sunday and two (2) other six (6) hour blocks consistent with the operational needs of the department.
- c) Student employees must be available to work for all hours on either Saturday or Sunday and one (1) additional block consistent with shifts in their department that does not conflict with their regular school hours.
- d) The Company shall make available Declaration of Availability forms to each Part-time employee no less than thirty (30) days prior to the declaration dates above. Such forms

shall be completed by the employee and returned to management prior to the declaration dates. Failure to provide management with a Declaration of Availability prior to the declaration date shall result in the continuance of the previous Declaration of Availability.

- e) New employees shall be required to complete a Declaration of Availability form at the time of hire. Changes to availability are not allowed for employees while on probation.
- f) Copies of Declaration of Availability forms shall be forwarded to the Union office.

ARTICLE 12 - LAYOFFS

Section 1 - Job Displacement

When an employee is laid-off for lack of work, he will then have the right to fill, if qualified and capable in all respects, any position in one of the other departments to which his seniority will entitle him provided, however, the Company will be given a reasonable opportunity to a maximum of three working days to re-assign displaced employees.

Section 2 - Seniority in Layoffs

- a) Any employee who has been laid-off for lack of work for six (6) months or more, shall be removed from the Seniority List and the Company shall be under no further obligation to such-employee.
- b) Seniority and employment shall be terminated when an employee fails to report to work after seven (7) days when recalled from lay-off. An employee has to be recalled by registered mail at last known address on file with the Company.

ARTICLE 13 – EMPLOYEE DEFINITION

Section 1 - Full Time Employees

A full-time employee shall be considered as such an employee of the Company when:

- a) he has completed his probationary period
- b) he makes himself available to the Company for full-time employment
- c) he recognizes the Company as his sole employer
- d) he has no other outside employment, except where such additional employment has been approved by the Company and the Union
- e) he is fully qualified in regard to the Company approved physical examinations or other normal Company requirements
- f) effective January 1st, 1976 all regular full-time employees shall be guaranteed 40 hours work per week.

Section 2 - Part-Time Employees

A part-time hourly employee shall:

- a) be hired on an incidental and temporary basis to provide for additional manpower.
- b) be carried on a regular part-time employees' separate Seniority List.
- c) be given first opportunity to qualify as a full-time employee as openings become available, providing he meets all Company qualifications and requirements.

Section 3 - Students

A student employee shall:

- a) be hired on an incidental and temporary basis to provide for additional manpower
- b) be enrolled as a student and attending classes at a recognized educational institute
- ~~c) not be covered under the provisions of the Health and Welfare Plan~~

Section 4 - Junior Clerks

All New hires after July 22, 1999 shall be classified as "Junior Clerks" and shall:

- a) be carried on the Part-time seniority list
- b) be permitted to perform all of the duties within the department they are hired.
- c) Pre-ratification employees can claim all hours made available due to the absence of a pre-ratification employee, subject to the pre-ratification employee's availability. Absence is defined as vacation, weekly indemnity, W.C.B. approved claims, maternity or other company approved Leaves of Absence.
- d) Junior Clerks shall not be Scheduled more hours than pre-ratification employees in the same department, subject to the pre-ratification employee's availability.
- e) Attrition Hours: All hours made available by employees hired prior to July 22, 1999 leaving the Bargaining Unit (excluding bought out employees and any employees accepting employment with the Real Canadian Superstore) shall be scheduled to pre-July 22, 1999 employees subject to their availability.
- f) Junior Clerks shall not be restricted to the number of hours that they are scheduled.
- g) Junior Clerks may be scheduled by the Company as required on a weekly basis. Where practical, these hours shall be scheduled firstly on weekends and evenings. (Junior Clerks with more seniority shall be scheduled as many or more hours as Junior Clerks with less seniority on a weekly basis in the same department.)
- h) Once a Junior Clerk reaches the top of the Junior Clerk wage scale, they will be moved to the appropriate Senior Clerk wage scale and their class hours will be reset to zero (0) and they will progress up the Senior Clerk wage scale from this point. Junior Clerks moving to Senior Clerk wage scale will continue to be scheduled on a weekly basis.
- i) Employees employed as Junior Clerks shall not be allowed to work for a competitor while employed with the Company.
- j) Employees employed as Junior Clerks shall be entitled to benefits of Statutory Declaration only.

ARTICLE 14 – PAY PERIOD

Section I- Definition

- a) All employees covered by this Agreement shall be paid not less frequently than every Friday, all wages earned by such employees to a day not more than ten (10) days prior to the day of payment. The pay period shall commence each Sunday at 12:01 a.m.
- b) The Company shall provide every employee covered by this Agreement with a separate and detachable itemized statement complete in all detail in respect of all wage payments

made to such employee. Such statements shall set forth the total hours worked, the total overtime hours worked, either time and one-half or double time, the rate of wages applicable and all deductions made from the gross amount of wages.

- c) The Company shall provide statements to every employee showing the current Sick Leave entitlement and Company contributions of RRSP benefits accrued every three months on the pay day following the end of the three month period and said statements shall be up-to-date to the end of that three month period.

Section 2 - Paid-For Time

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

Section 3 - Errors in Pay

- a) If, as and when an error occurs in an employee's pay, and the amount is the equivalent of one (1) day's pay or more, he shall be entitled, on request, to a cash payment within twenty-four (24) hours for such shortage.
- b) Notwithstanding Section 3(a) above, where an error occurs such that an employee's pay cheque is not deposited on pay day, he shall be entitled, on request, to a cash advance of up to sixty (60%) percent of the gross wages due.
- c) Where an employee does not receive properly requested Vacation Pay or Transportation Allowance on the pay day prior to taking vacation leave, the Company shall, upon request, issue in favour of such employee the full amount payable forthwith.

ARTICLE 15 - WAGES

Section 1 - Wage Scale

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

Section 2 - Pay Change in Classification

- a) When an employee from a higher rated classification is requested to work, temporarily or until permanently re-classified, at a lower rated classification, he shall continue to be paid at the rate paid for the higher rated classification.
- b) Where an employee from a lower rated classification is requested to work in a higher rated classification for two (2) or more hours, he shall be paid for the entire day at the rate paid for the higher rated classification.
- c) Employees selected to relieve an excluded managerial employee shall receive the Lead Hand rate of pay of fifty cents (\$.50) for all hours worked over their current rate, provided the relief is for a period of more than two (2) days. If the relieving employee is already receiving the Lead Hand rate, then no additional premium will be paid.

ARTICLE 16 - DEDUCTIONS

Section 1 - Health and Welfare

A Health and Welfare Plan shall continue, covering all Company employees, members of the Union, as set out in Appendix "C" hereunto annexed and forming part of this Agreement.

Section 2 - Other Deductions

All Union dues, pension contributions and health and welfare plan contributions are to be trust monies and shall be paid to the party entitled thereto.

ARTICLE 17 – HOURS OF WORK

Section 1 - Regular Hours of Work

The regular work day shall consist of eight (8) consecutive hours of work, not including the meal period. The regular work week shall consist of forty (40) hours.

Section 2 - Full-time employees

When a full-time employee is called for work on a regular work day he shall be guaranteed not less than eight (8) hours work and/or pay.

Section 3 - Part-time and Student Employees

When a part-time employee is called out to work he shall be guaranteed not less than four (4) hours pay, except students on regular school days who shall be guaranteed not less than two (2) hours work or pay. Students working on days other than a school day shall be guaranteed four (4) hours work and/or pay.

Section 4 - Shift Increments

Shifts in excess of four (4) hours will be scheduled in fifteen (15) minute increments.

Section 5 - Four Hour Guarantees

Full-time hourly paid employees reporting for duty on a call-out or call-back basis inconsistent with their regular scheduled work day or shift shall be guaranteed a minimum of four (4) hours work, but after completion of the duty called for may book off with a minimum of two (2) hours pay.

Section 6 - Shift Bonus

- a) Any full-time employee hired prior to June 30, 1994, working a shift which hours extend beyond 7:30 PM or prior to 7:00 AM shall be guaranteed eight (8) hours pay plus one hour differential pay.
- b) Students and part-time employees hired prior to June 30, 1994 shall receive a shift differential of sixty (60) cents per hour for all hours worked between 7:30 PM and 7:00 AM
- c) All employees hired after June 30th, 1994 shall receive a shift differential of sixty (60) cents per hour for all hours worked between 7:30 PM and 7:00 AM. Night Shift (Grocery Night Crew) starting at or after midnight, but before 7:00 AM shall receive a seventy-five cent (\$.75) premium for all hours worked.
- d) It is understood that this shift differential pay shall not apply to any hours worked between 7:30 p.m. and 7:00 a.m. for which an employee is being paid at overtime rates.

- e) All employees hired after Date of Ratification (July 22, 1999) shall receive a shift differential of sixty cents (\$.60) per hour for all hours worked between 9:30 p.m. and 7:00 a.m.
- f) It is understood that this shift differential pay shall not apply to any hours worked between 9:30 p.m. and 7:00 a.m. for which an employee is being paid at overtime rates.

Section 7 - Overtime Provisions

The Company shall pay overtime rates of wages to every employee entitled thereto as follows:

- a) All time worked over eight (8) hours on any shift shall be deemed overtime, and the employee shall be paid time and one half time (1 1/2x) his regular wage for the first two (2) hours and double time (2x) thereafter.

%--Overtime shall be allocated wherever possible on the basis of seniority in a voluntary manner, provided, however, that upon reaching the bottom of the list with respect to seniority the employee shall be required to work overtime

Section 8 - Statutory Holidays

- a) All employees who have completed their probationary period and have qualified as full-time employees will be entitled to statutory holidays as listed below, plus any other day declared as a general and/or public holiday by Federal or Territorial Governments:

New Year's Day	Discovery Day	Remembrance Day
Good Friday	Labour Day	Christmas Day
Victoria Day	Thanksgiving Day	Boxing Day
Canada Day		

- (i) Full-time employees will receive eight (8) hours pay at their regular hourly work time job classification rate for the statutory holidays as listed.
- (ii) Part-time employees or students shall receive pay for the holiday as follows:
- the total number of hours worked by the employee during the four (4) weeks immediately preceding the holiday will be added together,
 - the total number of hours will be divided by the number of days worked by the employee during the same four (4) week period to produce a Daily Average; and,
 - the employee will be paid their regular hourly rate multiplied by their Daily Average.
- b) An employee shall not be entitled to receive pay for any statutory holiday where such holidays fall while the employee is on leave of absence for any reason whatsoever, except where the absence is due to sickness, accident or compensation of less than fifty-two (52) weeks, but including sickness or compensation in excess of fifty-two (52) weeks
- c) If a statutory holiday falls on an employee's scheduled day off or scheduled vacation the employee shall, upon request and consistent with the efficient operation of the business:
- be entitled to the day following such statutory holiday without pay where statutory holiday falls on a scheduled day off;
 - be entitled to a day off without pay, either immediately preceding or immediately following this vacation period.
- d) The determining factor of who will work on a statutory holiday shall be the most senior qualified employee, who is normally assigned to work on that particular shift on a voluntary basis. Should the staffing requirements not be met, then the most senior qualified employee in the unit should be given the opportunity to work.
- e) In a week in which one (1) Statutory Holiday occurs, as identified in Article 14, Section 8,
- the basic work week for full-time employees shall be thirty-two (32) hours. In a week in

which two (2) Statutory Holidays occur, the basic work week for full-time employees shall be twenty-four (24) hours.

- f) In weeks in which Statutory Holidays occur, the basic work week for part-time employees, for purposes of calculating overtime, shall be reduced by the number of hours of Statutory Holiday Pay the part-time employee is eligible for, in accordance with Article 14.8 (ii) (b).

Section 9 - Statutory Holidays Worked

- a) Where an employee is required to work on a Statutory Holiday, he shall be paid overtime for all hours worked in addition to the pay to which he is entitled under Section 8 above.
- b) For the first eight (8) hours worked on a Statutory Holiday, an employee shall be paid one and one half his regular rate of wages.
- c) The rate to be paid for the next two (2) hours shall be three (3) times the regular rate.
- d) The rate to be paid for all hours beyond these two (2) hours shall be four (4) times the regular rate
- e) At inventory time on a statutory holiday or the employee's regular day off, the first four (4) hours shall be paid at time and one-half and any time worked thereafter at double time.

ARTICLE 18 - BREAKS

Section 1 - Meal Period

- a) Employees who work a shift greater than six (6) hours shall have an unpaid meal period not to exceed thirty (30) minutes in duration. Except in cases of emergency, meal periods shall be uninterrupted and commence on the following schedule:
- | | |
|--------------------|--|
| 8 hr. shift: | Not earlier than three and one half (3%) hours nor later than five (5) hours after commencement of the employee's shift. |
| 6½ - 7½ hr. shift: | Not earlier than three (3) hours nor later than four and one half (4%) hours after commencement of the employee's shift. |
- b) If mutually agreeable between the employee and the Company, meal periods may be waived.
- c) Where an employee is required to work overtime which exceeds two (2) hours, he shall be entitled to one-half (1/2) hour paid time off for the purpose of eating.

Section 2 - Rest Break

- a) An employee working six (6) hours or more shall be entitled to two (2) breaks of fifteen (15) minutes during their shift. One break shall be in the first half of the shift and the other in the second half of any shift.
- b) An employee working four (4) to six (6) hours shall be scheduled for one (1) break of fifteen (15) minutes.
- c) Rest breaks shall not be taken before one and one-half (1 1/2) hours from the beginning of each half of the shift unless mutually agreed otherwise.
- d) Prior to an employee working any overtime in excess of one-half (1/2) hour at the end of his regular shift, he shall be entitled to a paid rest break of 15 minutes.

Section 3 - Students

For the purpose of break schedules, students will be entitled to the same breaks as a part-time employee.

ARTICLE 19 – SCHEDULE POSTINGS

Section I - Changes in Posted Schedule

- a) The Company shall post the weekly work schedule for all employees not later than Noon, Thursday of each week for the following week. If a new schedule is not posted by Noon, Thursday, then the schedule already posted shall apply for the following week.
- b) A minimum of forty-eight (48) hours' notice must be given by the Company to reschedule a full-time employee's work week; such notice is not required with respect to overtime work or in case of emergency.
- c) A minimum of twenty-four (24) hours' notice must be given by the Company to reschedule a part-time employee's work shift; such notice is not required with respect to overtime-work or in the case of emergency.
- d) An employee's schedule may be changed without notice in the event of absence of other staff due to sickness or accident, or in the event of an emergency.
- e) An employee shall be allowed ten (10) hours of rest between shifts, except in an emergency or where, by mutual agreement between the Company and the employee, eight (8) hours of rest between shifts is allowed.
- f) Full-time employees shall receive, whenever possible, two (2) consecutive days' off, a minimum of once bi-weekly.

ARTICLE 20 – PAID LEAVES

Section1 - Funeral Leave

- a) When death occurs to a member of a full-time employee's immediate family, the employee shall be granted, upon request, an appropriate leave of absence, and if he attends the funeral he shall be compensated at his regular hourly rate for eight (8) hours for time lost from his regular schedule of any of the days prior to the funeral, the day of the funeral, and the day after the funeral for a maximum of three (3) days. When the funeral is held outside Yukon Territory limits, four (4) days funeral leave will be paid.
- b) Part-time employees shall be entitled to eight (8) hours pay, provided they attend the funeral or are involved in funeral preparations.
- c) Members of the employee's family are defined as the employee's spouse or common-law spouse, mother, father, sons and daughters, brothers and sisters, mother-in-law and father-in-law, grandmother, grandfather, grandchildren or any legal guardian.
- d) Upon giving twenty-four (24) hours notice, an employee shall be granted time off without pay, to a maximum of three (3) days for the purpose of attending a funeral.

Section2 - Jury Duty

- a) Any full-time employee who is required to perform jury duty on a day on which he would normally have worked or attends Court in response to a subpoena only to give evidence as a witness concerning matters occurring during the regular hours of his employment with the Company, will be reimbursed by the Company for the difference between the pay

received for jury duty or witness attendance and his regular straight time hourly rate of pay for his regularly scheduled hours of work.

- b) Any part-time employee who is required to perform jury duty on a day on which he would normally have worked or attends Court in response to a subpoena issued in a criminal matter unrelated to the employee or his family, only to give evidence as a witness ~~concerning matters occurring during the regular hours of his employment with the~~ Company, will be reimbursed by the Company for the difference between the pay received for jury duty or witness attendance and his regular straight time hourly rate of pay for his regularly scheduled hours of work.
- c) It is understood that such reimbursement shall not be for hours in excess of eight (8) per day or forty (40) hours per week less pay received for jury duty. The employee will be required to furnish proof of jury duty service or witness attendance and jury duty pay or witness fees received therefor, and the employee shall be responsible to account to the Company for witness fees received both with a subpoena and subsequently to the service thereof.
- d) Any employee on jury duty or witness attendance shall, subject to this provision, make himself available for work before or after being required for such duty whenever practicable.
- e) This clause will have no application for an employee on leave of absence, or when receiving benefits under the Health and Welfare Program, Annual Vacations, Workers' Compensation or as otherwise covered in this Agreement.

Section 3 - Medical Examinations

- a) All employees required to take time off, or time taken for company required medical examinations shall be paid for all time lost. It is understood that the Company shall pay for said medical examinations.
- b) Where an employee's doctor declares he is fit to return to work, but the Company doctor declares he is unfit to return to work, he shall be examined by a specialist whose specialty covers the original disability.
- c) The decision of the specialist shall be final and binding. Should the specialist's decision uphold the employee's doctor, the employee shall be employed forthwith and paid in full for all wages lost by reason of the Company doctor's declaration. Should the specialist's decision uphold the Company doctor's decision, the employee shall be paid in full all sick benefit lost.

Section 4 - Payment of Compensation Sickness Coverage

- a) When an employee goes off work ill or on compensation or grievance is invoked on his discharge, the Company shall continue to pay both his welfare fees and Union dues, so that the employee shall be protected to the utmost, provided:
- (i) The employee reimburses the Company for such contributions made on his behalf and is at no time more than five (5) months in arrears, and
 - ii) The period of such coverage shall exceed twelve (12) months only by mutual agreement of the two (2) parties.
 - iii) When an employee returns to work, the Company shall deduct from his earnings any monies the Company has paid out in respect of his contributions. In the event, any

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

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

Section 5 - Severance Pay:

- a) When the employment of an employee is terminated, the Company in addition to accrued vacation pay, shall pay an employee the following:
- (i) after two (2) years of service - one (1) week's pay for every year of service to a maximum of twenty-six (26) weeks
 - (ii) for employees hired after June 30, 1994, after two (2) years of service - one (1) week's pay for every year of service to a maximum of twelve (12) weeks.
- b) To determine the above, a year shall be calculated according to an employee's anniversary date.
- c) The Company shall not be required to pay Severance in the event that an employee resigns or the Company terminates the employee for just cause.

Section 6 - Staff Meetings

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

Section 7 - Maternity Leave

- a) An employee who *is* pregnant shall be given a leave of absence, without loss of seniority or other privileges. That period commences no earlier than eleven (11) weeks prior to the expected date of delivery and ends seventeen (17) weeks following the actual delivery date.
- b) Child care leave is allowed if an employee assumes actual care and custody of a newborn or adopted child.
- c) Two (2) employees may take a combined child care leave of up to twenty-four (24) weeks.
- d) In order to qualify for the above provisions, an employee must have worked for the Company for six (6) months prior to the commencement of the leave of absence.

Section 8 - Paid for Day of Accident

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

ARTICLE 21 – VACATION ENTITLEMENT

Section 1 - Employees hired before June 30th, 1994

Yrs of Service	Full Time Employees
1	2 weeks and the greater of 5% vacation pay or 80 hours pay
3	3 weeks and the greater of 7% vacation pay or 120 hours pay
7	4 weeks and the greater of 9% vacation pay or 160 hours
12	5 weeks and the greater of 11% vacation pay or 200 hours pay
18	6 weeks and the greater of 13% vacation pay or 240 hours pay

Yrs of Service	Part Time Employees
1	2 weeks and 5% vacation pay
3	3 weeks and 7% vacation pay
7	4 weeks and 9% vacation pay
12	5 weeks and 11% vacation pay
18	6 weeks and 13% vacation pay

Section 2 - Employees hired after June 30, 1994

Yrs of Service	Full Time Employees
< 1	
1	2 weeks and the greater of 4% vacation pay or 80 hours pay
3	3 weeks and the greater of 6% vacation pay or 120 hours pay
10	4 weeks and the greater of 8% vacation pay or 160 hours
16	5 weeks and the greater of 10% vacation pay or 200 hours pay
20	6 weeks and the greater of 12% vacation pay or 240 hours pay

Yrs of Service	Part Time Employees
< 1	4% vacation pay on gross earnings
1	2 weeks and 4% vacation pay
3	3 weeks and 6% vacation pay
10	3 weeks and 8% vacation pay
16	3 weeks and 10% vacation pay
20	3 weeks and 12% vacation pay

Section 3 - Vacations

- Employees shall be granted their vacation dates in order of their seniority, consistent with the efficient operation of the business. Vacation lists shall be posted on or before January 2nd of each year and remain posted for two months.
- Where an employee has less than 1500 hours and is terminating employment, voluntarily or otherwise, he shall receive the percentage of his annual earnings in lieu of the holidays to which he is entitled.
- Every employee shall be notified at least fourteen (14) days prior to being required to take any vacation period.
- Any employee who accepts gainful employment while on vacation will be terminated.

Section 4 - Qualification

- a) Absence by reason of accident or illness shall be counted as hours worked in the intervening years between an employee's first year and final year of employment for a period, not to exceed five hundred (500) hours if the employee has less than fifteen hundred (1500) hours of work that year to qualify for a vacation herein stipulated.
- b) In any year where an employee has not qualified for a full vacation as a result of accident or illness, he will still be credited with a year of service to determine future vacations.
- c) Fifteen hundred (1500) hours shall constitute a year's service, but no employee will be permitted to accumulate more than one year of service, or any additional fraction thereof in any single calendar year.

Section 5 - Vacation Anniversary Date

- a) All employees will move to a January 1st vacation date, effective January 1, 2000. Their new vacation date will be January 1st of the year following their "current" vacation year. ie. September 10, 1983 will become January 1st, 1984.
- b) All employees will be paid out any vacation monies owed, including what is in their vacation accrual, as of December 31st, 1999.
- c) January 1st to December 31st, 2000, employees will be entitled to take their normal number of weeks vacation, UNPAID, as they will have received the money previously.
- d) January 1st to December 31st, 2001, employees will once again be entitled to their paid vacation weeks. Should an employee have moved up to the next vacation percentage, this will be accrued for.

Section 6 - Vacation Pay

- a) Upon request, vacation pay commiserate with vacation time taken of not less than five (5) working days will be paid by separate cheque and will be paid at or before the time an employee takes his vacation.
- b) All employees to be paid out the balance of their vacation pay on the payday immediately following their vacation anniversary date.
- c) Vacation and vacation pay must be taken during the twelve (12) months vacation year and cannot be banked or carried over from year to year.
- d) Students requesting time off for school activities must request time off in writing to the Union and the Company two weeks in advance.

Section 7 - Leave of Absence

Upon request, an employee shall be guaranteed an additional seven (7) days leave of absence without pay. Application for such leave must be made at the time holiday schedule is prepared. If more than seven (7) days is needed, it will be taken up between the Company, the employee and the Union.

ARTICLE 22 – TRANSPORTATION ALLOWANCE

This Article shall apply only to existing full time employees who are entitled to the transportation allowance as of the ratification date in August 2003 and who remain as full time employees at Extra Foods. During each year of the Agreement, employees will be entitled to the following:

- a) After one (1) year of continuous full-time employment with the Company, employees who were full-time as of ratification 1996 shall be entitled annually to a vacation transportation allowance of \$1,100.00. After two (2) years continuous full-time employment with the Company, employees who were full-time as of ratification 1996 shall be entitled annually to a vacation transportation allowance of \$1,100.00 and one (1) excursion ticket from Whitehorse to Vancouver. The employee shall provide to the Company three (3) weeks' notice of his travel plans, in writing, which shall include date/time of departure, date/time of return and air carrier preferred.
- b) After one (1) year of continuous full-time employment with the Company, employees who become full-time after ratification 1996 shall be entitled annually to two (2) excursion tickets from Whitehorse to Vancouver. The employee shall provide to the Company three (3) weeks' notice of his travel plans, in writing, which shall include date/time of departure, date/time of return and air carrier preferred.
- c) After qualifying, employees terminating for any reason before or after their anniversary date will be entitled to a pro-rated travel allowance in accordance with the portion of the year worked. This clause shall not apply if terminated for "just cause".
- d) **Northern Travel Allowance:** [Subject to Revenue Canada Taxation Laws]
During each year of the Agreement, Part-time employees, after one (1) full year of service with the Company will be entitled to the Northern Resident Travel Benefit. Amounts allocated to the Benefit shall be designated earnings subject to the Northern Residents Travel Benefit on the employee's T-4 in compliance with the requirements designated by Revenue Canada.

ARTICLE 23 - SURVIVAL

Section 1 - Savings Clause

If any Article or Section of this Contract or of any riders hereto should be held invalid by operation of law or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending final determination as to its validity, the remainder of this Contract and of any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby.

Section 2 - Negotiations for Replacement of Articles

- a) In the event that any Article or Section is held invalid or enforcement of, or compliance with which has been restrained, as above set forth, the Parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.
- b) If the Parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the procedure as outlined in Article 10 - Grievance Procedures.

ARTICLE 24 – MARGINAL NOTATION

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

ARTICLE 25 – TERM OF AGREEMENT

Section 1 - Term of Agreement

This Agreement will be in full force and effect from the date of ratification (August 2003) to the Sunday after the anniversary date in 2008 and shall remain in full force and effect from year to year thereafter, PROVIDED THAT either Party may not, less than ninety (90) days and not more than one hundred and twenty (120) days immediately preceding the Sunday after the anniversary date in 2008, by written notice to the other party:

- a) Require the other Party commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement, or a new Collective Agreement
- b) Terminate the Agreement on the next succeeding anniversary date thereof, and require the other party to commence collective bargaining with the view aforesaid
- c) Terminate the Agreement on the next succeeding anniversary date thereof
- d) Should either party give written notice to the other party pursuant to Sub-Section (a) hereof, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike, or the Company shall give notice of lockout or the parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.

Section 2 - National Emergency

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

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands and seals
this _____ day of _____, 2003

FOR THE COMPANY

FOR THE UNION

Dave Bendara
OWNER/OPERATOR

Stan Hennessy
PRESIDENT, TEAMSTERS LOCAL UNION 31

Bruce Kent
Westfair Foods Ltd.

Juré Kelava
BUSINESS REPRESENTATIVE

Audrey Flood,
Westfair Foods Ltd.

Maxine Hansen
Sylvia Howard, SHOP STEWARD
Mark Brown

APPENDIX "A" - WAGES

EMPLOYEES HIRED PRIOR TO JUNE 30, 1994:

4321+ Hrs:	06/03	06/04
C/Cashier/ Mt Wrapper	21.91	22.36
General Clerk	22.71	23.16
Meat Cutter	23.51	23.96
Baker	24.63	25.08

Where conditions necessitate a leadhand, as determined by the Company; such job will be posted and the senior employee bidding such posting must be given the opportunity to prove their capabilities. Such lead hand will receive fifty (\$.50) cents per hour and above the highest classification under their control.

APPENDIX B - Employees Hired after June 30th, 1994

General Clerks & Clerk Cashiers hired after June 30, 1994

HOURS	06/03	06/04
0 - 360	10.60	10.75
361 - 720	11.64	11.99
721 - 1080	12.18	12.53
1081 - 1440	12.72	13.07
1441 - 1800	12.90	13.25
1801 - 2160	13.08	13.43
2161 - 2520	13.26	13.61
2521 - 2800	13.80	14.15
2881 - 3240	14.34	14.69
3241 - 3600	14.80	15.15
3601 - 3960	15.42	15.77
3961 - 4320	15.96	16.31
4321 +	16.50	16.85

Meat Cutter and Bakers hired after June 30, 1994

<u>HOURS</u>	06/03	06/04
0 - 360	14.60	14.75
361 - 720	15.63	15.98
721 - 1080	16.16	16.51'
1081 - 1440	16.69	17.04
1441 - 1800	16.86	17.21
1801 - 2160	17.03	17.38
2161 - 2520	17.22	17.57
2521 - 2800	17.75	18.10
2881 - 3240	18.28	18.63
3241 - 3600	18.81	19.16
3601 - 3960	19.34	19.69
3961 - 4320	19.87	20.22
4321 +	20.40	20.75

Meat Wrappers and Bakery Help s hired after June 30, 1994

<u>HOURS</u>	06/03	06/04
0 - 360	10.60	10.75
361 - 720	11.70	12.05
721 - 1080	12.30	12.65
1081 - 1440	12.90	13.25
1441 - 1800	13.10	13.45
1801 - 2160	13.30	13.65
2161 - 2520	13.50	13.85
2521 - 2800	14.10	14.45
2881 - 3240	14.70	15.05
3241 - 3600	15.30	15.65
3601 - 3960	15.90	16.25
3961 - 4320	16.50	16.85
4321 +	17.10	17.45

Junior Clerks

<u>HOURS</u>	Rat/03	06/04
Start	9.50	8.75 9.50
2601 - 3119	9.80	9.95
3120 - 3639	10.00	10.15
3640 - 4159	10.20	10.35
4160 - 4680	10.40	10.55
4681 +	10.60	10.75

EFFECTIVE AT RATIFICATION, all students shall be paid at the Junior Clerk Rates

Night Crew

HOURS	Rat/03	06/04
Start	10.00	10.00
3461 – 4159	10.20	10.35
4160 – 4680	10.40	10.55
4681 +	10.60	10.75

APPENDIX "C" - HEALTH AND WELFARE PLAN

Section 1

The Company shall establish and operate a Health and Welfare Plan covering members of the Union subject to the following conditions:

- a) Employees hired prior to June 30, 1994, no change to their existing coverage.

- b) Employees hired after June 30, 1994 but prior to ratification of this contract who have qualified for benefits as of ratification of this contract, no change to their existing coverage.
- c) Employees hired after June 30, 1994 and who have not qualified for Health and Welfare benefits as of ratification of this Collective Agreement and who work an average of the hours set out below over a thirteen (13) week period:
 - - - - - 32 - 40 hours: Employee only Full plan-including weekly indemnity (under-forty) - hours will be prorated based on previous 13 weeks worked.
 - 24 - 32 hours Employee only coverage of Extended health, H.E.P., Life Insurance and A.D. & D. Insurance

The above qualifying employees will share the cost equally for these benefits with the Company once they qualify.
- d) All new employees hired after ratification (excluding Junior Clerks) shall qualify as per Section 1 c) above.

Section 2

The Plan shall provide the following benefits:

- a) Group insurance with a life insurance Company licensed to operate in British Columbia, providing the following minimum coverage for members who join:
 - (i) Life Insurance coverage in the sum of \$40,000.00 covering death from any cause.
 - (ii) Non-occupational accidental death and dismemberment coverage for loss within ninety days of an accident of life, limb or sight according to the following schedule:

Loss of Life	\$40,000.00
Loss of both hands or both feet, sight of both eyes	40,000.00
Loss of one hand and one foot	40,000.00
Loss of one hand and sight of one eye	40,000.00
Loss of one foot and sight of one eye	40,000.00
Loss of one hand or one foot or sight of one eye	20,000.00
 - (iii) Non-occupational weekly indemnity coverage will be Five Hundred (\$500.00) dollars for full time commencing on the first day of necessary absence from work due to accident and on the fourth day of necessary absence from work due to sickness, continuing for a maximum of fifty-two (52) weeks during any period of disability. Periods of disability from the same cause shall be considered as separate periods of disability, provided they are separated by a return to active employment with the Company for at least one full week. Part-time weekly indemnity will be prorated based on their average hours worked the previous thirteen (13) weeks.
 - (iv)1. It shall be the responsibility of the Company to provide to the employees the necessary health and welfare forms.

- 2. It shall then be the responsibility of the employee to cause such forms to be filled out and completed by his doctor in order they can be processed in order.
- 3. The Company shall cause the insurance carrier to remit payments due the employee not less frequently than his normal pay periods.

b) **Yukon Medicare:** medical, surgical and obstetrical coverage in accordance with the standard plan of service provided by Medicare in the Territory.

Extended Benefits: where major medical benefits are not provided within the Territory Medical Plan in accordance with those benefits provided by the Medical Services Association, coverage shall be provided with benefits that are basically equal to M.S.A. (Y.T.) and to include the following:

--- Eyeglasses, Lenses and Frames: to a maximum of four hundred dollars (\$400.00) per person and dependents once every three (3) years.

c) Drug plan to cover drugs and medicines required by a physician's prescription, excluding drugs used for contraceptive purposes. A \$25.00 deductible is to apply annually with the Plan paying eighty percent (80%) of the balance. The \$25.00 deductible is to apply annually in any twelve (12) month period.

Coverage for benefits under the Health and Welfare program will remain in force for the whole of any month in which the employee works a portion, whether or not the member remains in the employ of the Company for the whole of such month.

d) Dental Plan with the following coverage:

Basic Plan	"A"	100%	
Crowns, Bridges	"B"	75%	
Orthodontia	"C"	50%	(\$2,400.00 lifetime limit per covered life)

The fee schedule for payment on dental claims will be that established by the Association of Dentists in the Yukon Territory. The Company will make payments directly to the Dental Clinic or Dentist.

Section 3

- a) For Employees who have so qualified prior to Ratification date of July 22, 1999, the total cost of the Health and Welfare Plan shall be borne by the Company effective July 1, 1979.
- b) For Employees who have so qualified after Ratification date of July 22, 1999, the fifty/fifty split of costs between the Employee and the Company for the Health and Welfare Plan shall allocate the Employee contribution first to the Weekly Indemnity cost to 100% and the balance of the Employee contribution shall be allocated to the Plan generally.
- c) Coverage shall remain in force for the whole of any month whether or not the member remains in the employ of the Company for the whole of such month.

Section 4 - Sick Leave

- a) For all regular full-time employees with three months service or more, paid sick leave shall be accumulated at the rate of one-half (1/2) day per month. Effective January 1, 1976 and each succeeding year accumulated sick leave bank to be calculated on the following basis:
 - (i) The Company will hold the minimum of forty-eight (48) hours in the employee's hour credit bank to be used for this purpose. Any accumulated hours over forty-eight (48) hours in any one year will be paid to the employee as a bonus, when he goes on vacation. The employee shall be entitled to the equivalent number of days off at the time of receiving his vacation, if so desired.

- (ii) When an employee terminates for any reason, the Company will pay all the accumulated sick hours credited in the employee's hour bank.
- b) Where any absence, occasioned by sickness or accident is not covered for payment by either the Sick Benefit of this Appendix "B" or Compensation, employees shall draw on time so accumulated in the following manner:
- | | | |
|---------------------------------|---|-------------------------------|
| First Day of Absence | - | One full day's pay |
| Second Day of Absence | - | One full day's pay |
| Third Day of Absence | - | One full day's pay |
- c) Any proven abuse of the Sick Leave Provision will subject the employee to immediate dismissal without recourse to the Grievance Procedure.

Section 5

~~Where an employee becomes disabled as a result of an accident for which a third party is, or may be, directly or indirectly, either in whole or in part legally liable, no benefits will be paid unless the employees:~~

1. agrees to repay the Company the full amounts of the benefits paid or to be paid less such amount the Company in its sole discretion, agrees to allow for the employee's legal fees. If the employee does not recover the full wage loss, the amount to be repaid will be on a pro rata basis, and
2. takes all steps necessary to recover from the third party the total of the benefits advanced or to be advanced pursuant to the Health and Welfare Plan, including without limitation, directing the employee's lawyer to repay the Company the full amount of the benefits paid directly from any monies received from any judgment or settlement, and
3. enters into a reimbursement agreement with the Company outlining the terms and conditions under which the benefits are to be repaid, and
4. obtains the written consent of the Company before compromising or settling the action or cause of action with the third party. Failure to obtain the consent of the company will disentitle the employee to future benefits pursuant to the Plan and will relieve the Company of all of its obligations to the employee. Consent shall not be unreasonably withheld by the Company.

Should an employee fail to pursue or be unable or unwilling to take legal action to recover the benefits paid or payable by the Health and Welfare Plan, and in the opinion of the Company's legal counsel a valid claim exists and it would be prudent to pursue the claim, the employee shall subrogate and enter into and execute an assignment of all rights of action sufficient for the Company to carry on the suit or section in the employee's place and stead and the employee shall give such evidence and render such assistance at the trial or otherwise as may be necessary to prosecute the action successfully.

APPENDIX "D" REGISTERED RETIREMENT SAVINGS PLAN

The Company agrees to pay Registered Retirement Savings Plan Contributions on behalf of regular full-time employees for hours paid as follows:

effective June 27, 1994 - June 30, 2005 - maximum of \$4.00 per day

This will include when employees are on holidays and Statutory Holidays.

FULL TIME EMPLOYEES:

The Company's contribution for all Full time employees shall be put into an RRSP plan as designated by the Company. These contributions shall be locked in to the RRSP Plan until the Employee leaves the employment of the Company, or:

- a) Reaches age fifty-five (55) years
- b) Enters into a qualifying home buyer agreement approved by the RRSP regulations
- c) Qualifies for a withdrawal for Educational purposes approved by the RRSP regulations;
- d) Where ordered by a Court.

Employees may contribute through payroll deductions into the RRSP Plan and may withdraw these contributions after one (1) year, and once each year thereafter.

PART TIME EMPLOYEES:

After one year of employment, part-time employees may contribute through payroll deductions into the RRSP Plan, while meeting the carrier's qualifications, and may withdraw these contributions after one (1) year and once each year thereafter.

LETTER OF UNDERSTANDING

Revised August 2003, from revisions of July 1, 1999 and June 30, 1996

BETWEEN:

SOURDOUGH MARKETS LTD. (EXTRA FOODS 8567)

AND:

TEAMSTERS LOCAL UNION NO. 31

The Company will maintain twenty-five (25) full-time positions until the incumbents as of June 30, 1994 have had an opportunity to accept a posted full-time position. Should any incumbent leave his position or should any incumbent hired prior to ratification June 30, 1994 not want a full-time position, the Company is not required to fill that position until there are less than twenty-one (21) full-time positions in the Store.

EXCLUSIONS:

The existing full time bargaining unit employees will be reduced to five (5) at the opening of the Real Canadian Superstore. To accomplish this, some employees will be offered a buyout (see new Letter of Understanding – Buyout), or, to resign from Extra Foods and accept employment with the Real Canadian Superstore.

The five (5) most senior remaining full time employees will be assigned to the remaining full time positions at Extra Foods, provided they can perform the jobs as required, which are as follows:

- Deli – Department Head
- Meat Sales – Clerk
- Front End/Cash Office
- Grocery – Lead Hand
- Grocery – Clerk

Should any of the Extra Food excluded Department Managers leave Extra Foods, these positions may be filled with bargaining unit employees at the discretion of the Company.

The Union shall be advised of any Department Manager positions that have been filled by bargaining unit employees.

The current excluded positions are:

1. Store Owner
2. Store Manager
3. Meat Manager
4. Produce Manager
5. Deli Manager
6. Bakery Manager
7. Grocery Manager
8. Front End Manager

LETTER OF UNDERSTANDING

-VOLUNTARY BUY OUT -

August 2003 as revised from July 18, 1999

Errors and Omissions Excepted

Upon ratification of a new Collective Agreement between Extra Foods and Teamsters Local Union #31 and ratification of a new Collective Agreement between The Real Canadian Superstore and Teamsters Local Union #31, the Company will offer a buyout at the Extra Foods as follows:

1. The Company shall offer, by seniority, to Full-time employees hired prior to June 30, 1994, thirty-five thousand (\$35,000) dollars, and the Full-time employees hired prior to June 30, 1984, thirty seven thousand (\$37,000) dollars, which the Company will pay directly to the Employee, less statutory deductions, or to the Employee's R.R.S.P., if allowed by taxation laws. [hereinafter referred to as The Offer]

It is understood that The Offer will not be made to any Production Meat or Production Bakery employees and may be limited to seven (7) employees.

2. An Employee accepting The Offer, in exchange for the retiring allowance and any other monies due to them under the Collective Agreement, shall resign his/her position within the Company.
3. The Offer shall be made within seven (7) calendar days after ratification, provided both the Extra Foods and The Real Canadian Superstore new collective Agreements have been ratified by August 31, 2003. The Offer shall remain open for seven (7) calendar days once received by the employee.

Employees who accept The Offer shall be notified of their last day of employment by the Company and such date shall, not be earlier than fourteen (14) days prior to, nor later than fourteen (14) days after, the opening of the new Real Canadian Superstore in Whitehorse.

4. Employees will be granted the buyout by Seniority, by Department, upon approval of the Company.
5. The Union shall be provided with a list of employees who accepted and received the buyout along with their last day worked.
6. Should an employee that is on W.I. qualify and accept The Offer (as per #1 above), their W.I. claim will come to a close on their last day of employment with the Company.

LETTER OF UNDERSTANDING

- EXTRA FOODS EMPLOYEES HIRED AT THE REAL CANADIAN SUPERSTORE -

All employees that resign their position with the Extra Foods store in Whitehorse and are hired at The Real Canadian Superstore in Whitehorse will be covered under the terms of ~~The Real Canadian Superstore Collective Agreement with the following exceptions:~~

1. Extra Food employees hired that are at or above the top rate of The Real Canadian Superstore wage scale will maintain their current rate of pay for the duration of this Collective Agreement. The lump sum adjustments shall be as follows:

Nov. 1, 2003	\$ 1,000.
Sept. 2004	600.
Sept. 2005	700.
Sept. 2006	800.
Sept. 2007	900.
Sept. 2008	1,000.

The above Lump Sum adjustments are for Full-time employees.

2. Extra Foods employees hired at The Real Canadian Superstore who are not at the top rate of The Real Canadian Superstore wage scale will be placed on the Superstore wage scale at their existing rate, if it exists, or moved to the next highest rate if their existing rate is not on the wage scale. Their class hours will be adjusted to reflect this new rate.
3. For purpose of Seniority, all Extra Foods employees that are hired at The Real Canadian Superstore will keep their original seniority date that they had at Extra Foods.
4. Length of service with Extra Foods will be honoured for the purpose of vacation entitlement. Vacation entitlement will be as per The Real Canadian Superstore Collective Agreement vacation scale.
5. Employees that have resigned their positions with Extra Foods and accept positions at The Real Canadian Superstore will not be entitled to any severance pay from Extra Foods.

LETTER OF UNDERSTANDING

Lump Sum adjustments in lieu of wage increase effective June 2005

Extra Foods employees that are at the top rate of the wage scale effective June 2005 will receive a lump sum adjustment as follows:

June 2005	\$600.
June 2006	\$800.
June 2007	\$1,000.

The Lump Sum Adjustments are for a full-time employee and will be pro-rated for part-time employees, based on their average hours worked in the past year.

A Signing Bonus shall be paid to all Extra Foods employees who do not elect the buyout or accept a position at the Real Canadian Superstore, and remain an employee of Extra Foods as of November 1, 2003. Amount of signing bonus shall be \$350.00 for full-time employees and pro-rated for part-time employees based on their average hours worked in the past year

LETTER OF UNDERSTANDING
- EXTRA FOODS TO THE REAL CANADIAN SUPERSTORE -

Part-time employees at Extra Foods interested in employment at the new Real Canadian Superstore will be given hiring preference to fill vacancies that are available after the ~~existing Superstore employees have been transferred or promoted into positions at the~~ new Superstore. Part-time employees at Extra Foods interested in filling vacancies at the new Real Canadian Superstore should indicate their interest in writing by August 18, 2003.

In the event Extra Foods closes permanently in the future, employees who are laid off shall be given hiring preference to fill vacancies that are available at The Real Canadian Superstore.

Employees hired at The Real Canadian Superstore will maintain or increase their current wage rate and maintain their current vacation date. Seniority shall be established from date of hire.

LETTER OF UNDERSTANDING
- Revised August 2003 from May 3, 2002 -

All new hires, hired as Junior Clerks shall have a start rate of \$9.50 per hour and be credited with 2,600 class hours, except those hired as NIGHT CREW.

NIGHT CREW employees hired as Junior Clerks shall have a start rate of \$10.00 per hour and be credited with 3,460 class hours. Those employees currently on the Night Crew bonus retention program will be switched over to the \$10.00 per hour rate and be paid out the prorated portion of the retention bonus they have outstanding.

LETTER OF UNDERSTANDING
- Revised August 2003 from August 28, 2001 -

As per our previous conversations, the Company and the Union agree to lift the twenty (20) hour restriction for Junior Clerks for the life of the current Collective Agreement.

