

# **Collective Agreement**

**BETWEEN:**

**Real Canadian Superstore Ltd.  
(Whitehorse #1530)**

**AND:**

**Teamsters Local Union No. 31**

## **COLLECTIVE AGREEMENT**

**Effective August 16, 2009 – September 14, 2014**

**13321 (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

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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:**

Loblaw Companies Ltd.  
carrying on business in the Yukon Territory as  
**The Real Canadian Superstore Store #1530**  
hereinafter referred to as "THE COMPANY"

**And:**

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

**WHEREAS:**

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

## **Article 1**

### **Section 1 Duty to Cooperate for Advancement of Conditions**

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

### **Section 2 Union Cooperation**

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

### **Section 3 Discrimination Between Employers**

The Union undertakes that no terms which are more advantageous than those contained herein will be extended to any competitor of the Company without the latter's prior knowledge. Terms more advantageous to competitors shall then be offered to the Real Canadian Superstore.

### **Section 4 Clarification of Terms**

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

## **Article 2**

### **Section 1 Certification of Bargaining Authority**

This Agreement shall cover the employees of the Real Canadian Superstore (presently located at 1 – 303 Ogilvie St., moving to 2270 Second Ave., Whitehorse, Yukon) except as excluded by the Certification Order of Canada Labour Relations Board or other employees specifically agreed to by the Union to be excluded from the scope of the Agreement.

### **Section 2 Department Managers**

The parties agree that the position of Store Administrator, Opticians, Undergraduate Pharmacists, Registered Pharmacy Technicians, Department Manager and any person above the rank of Department Manager are excluded from the Collective Agreement and the Certification of Bargaining Authority issued by the Canada Labour Relations Board.

The parties agree that a second Department Manager may be appointed and excluded under this Section in the following departments where the Company determines it is necessary for the proper operation of business:

Grocery Department  
Produce Department

The introduction of a second Department Manager shall not result in a reduction in hours worked by current bargaining unit employees.

## **Article 3 – Union Security**

### **Section 1 Posting of Agreement**

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

### **Section 2 Bargaining Authority**

At the time of hiring, the Company shall provide each new employee who is required to be a member of the Union, a copy of this Agreement which is binding upon the bargaining authority and every employee in the unit for which the Union has been Certified.

### **Section 3 Union Shop**

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

### **Section 4 Check-off**

Each new employee, when hired by the Company will be informed by the Company that he is required to become a Union member and the Company will have each new employee sign an Authorization Card authorizing the Company to deduct from his earnings Union initiation fees, Union dues and/or other assessorial charges as levied against him by the Union and so indicated on the monthly check-off list as provided by the Union to the Company. Within fourteen (14) days of hire of each new employee, the Company will remit same to the Union. Each month the Company shall provide to the local Union office a list of all employee terminations.

### **Section 5 Job Security**

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

## **Article 4**

### **Section 1 Probation**

All persons commencing work at the store will be on probation for two hundred and forty (240) hours, after which time they shall become regular employees, if, in the Company's discretion, they are satisfactory or suitable for regular employment. There shall be no responsibility on the part of the Company respecting employment of probationary employees should they be laid-off for lack of work or discharged during the probationary period.

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

**Section 2 Basic Work Week**

The basic work week of an employee working full time shall be forty (40) hours to be worked as scheduled by the Company.

All full time employees shall be scheduled two (2) consecutive days off each week where it is consistent with the efficient operation of the department. This may be altered by mutual agreement between the Company and the employee.

Where possible, full-time employees shall receive a Friday/Saturday or Saturday/Sunday or Sunday/Monday off once per four-week period calendar.

**Section 3 Full Time Eligibility**

When a part-time employee works the basic work week for thirteen (13) consecutive weeks, a full-time position will be deemed to exist and will be filled in accordance with Article 6, Section 10 (a) of this Agreement. Weeks where the part-time employee is relieving any approved leaves of absence including but not limited to vacation, medical leave, maternity/parental leave and/or WCB shall not apply.

**Article 5**

**Section 1 Conflicting Agreements**

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

**Section 2 Transfer of Company Title or Interest**

The successorship provisions of the Canada Labour Code apply to this Agreement

**Article 6**

**Section 1 Definition**

Seniority for full time shall be the length of regularly scheduled continuous work with the Company in the department at the store in the bargaining unit. Date and time of hire shall determine relative seniority. Full time Employees shall have seniority in accordance with the above on the full-time employee seniority list.

Part-time employees shall accumulate seniority based on actual hours worked. Should a part-time employee become a full-time employee, the part-time seniority credits shall be converted to the seniority date based on one hundred and sixty (160) hours being equal to one (1) month of full-time service.

**Section 2 Seniority Lists**

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

**Section 3 Seniority Commencement**

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

**Section 4 Seniority Listings**

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

**Section 5 Layoff, Recall and Termination**

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

Seniority and employment shall be terminated when:

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

**Section 6 Bumping**

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

**Section 7 Sequence of Layoff**

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

**Section 8 Reduction of Hours**

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

**Section 9 Leaves of Absence**

- a) When the requirements of the Company's services will permit, any employee hereunder, upon written application to the Company, with a copy of said application to the Union, may, if approved by the Company, be granted leave of absence, for a period up to thirty (30) days.
- b) Such leave may be extended for an additional period of thirty (30) days when approved by both the Company and the Union (in writing) and seniority will accrue during such extension.
- c) Any employee hereunder on leave of absence engaged in gainful employment without prior written permission from both the Company and the Union shall forfeit his seniority rights and his name will be stricken from the seniority list and he will no longer be considered an employee of the Company.
- d) Employees shall be considered for leaves of absence without pay for severe personal or family distress. Other applications for unpaid time off for extraordinary life events will be considered. Length of leave for extraordinary life events shall not exceed four (4) weeks outside the vacation period or two (2) weeks within the vacation period, unless as determined otherwise by the Company.

All leaves requested under Section 9 (d) shall be subject to operational requirements.



- e) Upon request, part time employees shall receive a seniority credit for absences of one (1) week or longer to a maximum of one (1) year due to illness, injury and vacation.

Upon request, seniority credit shall be granted for any time lost due to a WCB claim.

The calculation will be based on the average number of hours worked during the four (4) weeks preceding the absence. Employees seeking this credit must make a written application within six (6) weeks of their return to work.

## **Section 10 Promotion**

- (a) Promotions and vacancies shall be filled on the basis of seniority providing the senior employee has the merit, fitness and ability to perform the work. The Company agrees to act in good faith and further agrees not to discriminate in any manner.
- (b) An employee who agrees to fill a temporary vacancy outside the bargaining unit arising from illness, accident, maternity leave, or approved leave of absence shall return to the bargaining unit without loss of seniority when the former employee returns to work.
- (c) An employee assigned to relieve a Department Manager for a period of more than two days shall be paid fifty (\$.50) cents per hour in addition to their regular hourly wage for all hours so employed.

## **Section 11 Availability**

- (a)
  - i) Part time employees are able to declare their availability four (4) times a year at a time of their choosing. Part time employees shall be required to work according to those declarations of availability. Employees cannot change their availability to limit or further limit their availability between November 15<sup>th</sup> and the end of the year.
  - ii) A part time employee shall not be allowed to use an availability change until a minimum period of thirty (30) days has elapsed since their last declaration, unless determined otherwise by the Company.
- (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.
- (d) The Company shall make available declaration of availability forms at the employee's request. Such forms shall be completed by the employee and returned to management prior to implementation of their new declaration dates. Employees who require a change in availability will submit, in person, a completed form to their Department Manager or store Manager and the employee will be given a signed copy of the form at the time of submission. Provided the request is submitted Saturday by noon, the change will be reflected on the schedule posted the following Wednesday.
- (e) New part time employees shall be required to complete a Declaration of Availability form at the time of hire. An employee must not restrict himself to the point that he is not available for normal scheduled shifts within the department.
- (f) Employees shall not exercise their floating availability change until the completion of their probationary period, except in cases where the availability is increasing or they are returning to school.

There may be occasions where the availability requirements may be waived at the discretion of the Company should it suit the needs of the business.

**Section 12 Transfers**

Where a vacancy exists, part-time employees who have worked in excess of one (1) year's service in a department may be granted a transfer to another department provided their availability matches that of the vacancy. The Company will be fair and reasonable in considering requests for a transfer. Requests shall be considered on the basis of seniority provided the merit, fitness and ability are relatively equal among employees requesting a transfer. An employee will be limited to one (1) such transfer per 12 month period.

Employees granted a transfer will be on probation for a period of up to two hundred and forty (240) hours to demonstrate their ability to perform the work in satisfactory manner. In the event they are unable to perform satisfactorily in the new position, they shall be returned to their previous position and retain their rate of pay, seniority and class hours.

All employees transferring under this article will be permitted to exercise their seniority in the new department and would maintain their class hours and rate of pay.

There may be occasions where the one (1) year service requirement and/or the 12 month period may be waived at the discretion of the Company should it suit the needs of the business

**Article 7**

**Section 1 Meal Period**

- a) Employees working six (6) hours, up to and including eight (8) hours, shall be scheduled by the Company for a meal period of not more than sixty (60) minutes without pay. This shall commence not earlier than three (3) hours nor later than five (5) hours after the start of the employee's shift. Meal periods will be scheduled as near mid-shift as possible.
  
- b) An employee's lunch break may be more than thirty (30) minutes or less than one (1) hour's duration and may be scheduled as determined by management.

**Section 2 Rest Periods**

Employees who work shifts of at least six (6) hours duration shall be entitled to two (2) paid fifteen (15) minute rest periods, one (1) during each half (1/2) of the shift. Employees working a shift four (4) or more hours, but less than six (6) hours shall receive one (1) rest period during each shift.

**Article 8**

**Section 1 Pay Period**

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

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

**Section 2 – Errors in Pay**

The Company is committed to the early resolution of payroll disputes. If an employee believes that they were paid incorrectly, they should immediately bring it to the attention of their Department Manager.

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

## **Article 9**

### **Section 1 Paid for Time**

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

### **Section 2 Recording of Time**

a) The Company shall provide either time clocks or time sheets to enable employees to record their time for payroll purposes;

Employees shall record their own time at the time they start and finish work, and the time they commence and return from meal periods, and such other recordings as may be required by the Company. Where time sheets are used, the employees will record their time in a ballpoint pen.

b) The Company may elect to introduce other forms of time recording for payroll purposes and prior to doing so, shall meet with the union in advance to advise of any changes.

### **Section 3 Funeral Leave**

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

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

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

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

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

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

### **Section 4 Medical Examinations**

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

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

An employee off on a medical leave of absence will be required to provide updated medical documentation at least once every four (4) weeks unless the Company advises otherwise.

Where the Employee required to have a Modified Work Form completed specific to a WCB claim, the Company will reimburse the employee, to a maximum of \$30.00, provided a valid, paid receipt is presented and the form is returned in a timely manner. Employees will cooperate with the Company in this regard.

### **Section 5 Jury Duty and Material Witness**

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

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

### **Section 6 Compensation Sickness Coverage**

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

- a) the employee reimburses the Company for such contributions made on his behalf and is at no time more than four (4) months in arrears, and
- b) the period of such coverage shall exceed twelve (12) months only by mutual agreement of the two (2) parties.
- c) When an employee returns to work, the Company shall deduct from his earnings any monies the Company has paid out in respect of his contributions.
- d) In the event any employee does not return to work, and the employee refuses or neglects on demand at his last known address to make restitution for such monies paid out, the Union shall reimburse the Company for said amount.
- e) When employees on compensation are directed by the Compensation Board or their physician that they return to work, they shall be returned to the payroll at their previous classification and rate of pay for a period of one (1) week to see if they are capable of performing the job held at the time of injury, and, if so, shall be kept on the payroll. This shall not apply to employees off work by reason of sickness.

### **Section 7 Severance Pay**

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

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

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

**Section 8 Staff Meetings**

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

**Section 9 Maternity and Child Care Leave**

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

**Article 10 Management Rights**

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

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

**Article 11**

**Section 1 Picket Line**

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

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

**Article 12**

**Section 1 Inspection Privileges**

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

**Section 2 Shop Stewards**

The Union shall elect or appoint Shop Stewards from among its members in the bargaining unit and shall notify the Company in writing forthwith of such appointments and deletions. The Company will recognize Shop Stewards and not discriminate against them for lawful Union activity.

The Company shall allow time off without pay to any employee who is serving on a Union committee or as a delegate, providing all requests for time off are reasonable and/or do not interfere with the proper operation of the business and provided fifteen (15) calendar days' written notice is given to the Company by the Union, specifying the length of time off.

## **Article 13**

### **Section 1 Health & Safety Committee**

The Company agrees to ensure the Health & Safety of its Employees at the store location as far as it is reasonably practical to do so.

- a) The Union and the Company shall each appoint two (2) committee members who shall meet once per month at the store or an otherwise mutually agreed location. Meetings will be held on Company time.
- b) The Union and any Employee may bring to the attention of the Company any Health and Safety concern and such issues will be addressed by the Committee.
- c) The Company will act expeditiously in responding to all Health & Safety concerns raised.

### **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 shift, all safety and/or mechanical defects.
- c) It shall be the obligation of the Company to so inform the employees as to which Department Manager 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.
- 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 First Aid**

The Company shall provide first aid provisions in accordance with the Yukon Occupational Health & Safety Act and Regulations.

### **Section 4 Uniforms Supplied**

Following ratification, the current Company provided shirts will be discontinued and employees will instead be provided with either a vest or apron free of charge. Employees will be required to wear a collared, white shirt of their choosing under the Company provided vest or apron. To facilitate this transition, a one time payment of fifteen dollars (\$15.00) will be made to all active employees who are required to purchase a white shirt on the Payroll as of August 19, 2009 in order that they may purchase a white shirt.

Adequate warm clothing shall be provided by the Company for employees required to work in the stock room or who pick up carts and remove garbage from the store. This shall include gloves during the winter months for those employees required to work outside. The above shall not apply to the normal dress code requirements.

Employees in the Production Bakery and Meat departments shall be provided with whites by the Company and the maintenanceto be paid by the Company.

It will be the responsibility of each employee to report to work following the Company Dress Code and a copy of which will be provided to the Union and be posted for employees.

## **Article 14**

### **Section 1 Notice of Schedule**

A minimum of twenty-four (24) hours' notice must be given by the Company to re-schedule an employee's work shift. Such notice is not required with respect to overtime work, absence of staff due to sickness or accident or in case of emergency.

Any changes to the posted schedule must be conveyed directly to the employee by the Department Manager.

### **Section 2 Requested Day Off**

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

## **Article 15 Paid for Day of Accident**

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

## **Article 16 Pay for Change in Classification**

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

## **Article 17 Meat & Bakery Production Trainees**

- a) Meat and Bakery Production Trainees will be selected on the basis of skill, qualification, merit and ability to perform the work. If the Trainees are not suitable or are not available to fill the Production Specialist position, the Company has the right to hire from the outside.
- b) During the training period, Trainees who are not successful or whom the Company determines are not capable of becoming a Production Specialist shall be placed into a Food Clerk classification, at the rate equal to their class hours.
- c) The duties of the Trainee can include all aspects of the Production Specialist and they will be under the guidance of the same.
- d) At the completion of 2080 hours, the successful Trainee will be classified as part-time Production Specialist.
- e) Upon reclassification to Production Specialist, Meat and Bakery Trainees will be placed at the next highest rate of pay with the appropriate class hour adjustment.

## **Article 18 Health and Welfare**

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

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

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

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

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

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

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

## **Article 19 General**

### **Section 1 Interpretation**

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

### **Section 2 Scheduling**

Employees scheduled forty (40) hours or more in a week will be scheduled five (5) daily shifts of not less than eight (8) hours per day. Employees shall not be scheduled shifts of less than four (4) hours per day with the exception of students who work on their school days. For students on school days, the reporting time paid shall be only those hours worked, except when employed for less than two (2) consecutive hours; in which event, they shall receive a minimum of two (2) hour pay at their regular hourly rate.

### **Section 3 Part-time Regular Employees**

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

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

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

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

### **Section 4 Posting Regular Shifts**

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

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



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

**Section 5 Employee Notice to Company**

In the event that an employee is unable to attend work due to illness or other reason deemed acceptable to the Company, the employee must provide as much notice as possible, but in any event, not less than one (1) hour notice.

When calling in sick or to miss a shift for any reason, all employees must speak with their Department Manager or, in the absence of their Department Manager, the Store Manager, the Assistant Manager or the on duty Manager.

**Section 6 Overtime**

- (a) All time worked over eight (8) hours in any shift, of all time worked in excess of thirty-seven (37) hours a week shall be considered overtime and the employee is entitled to time and one half his regular rate of pay for such hours worked.
- (b) Overtime shall be allocated on the basis of seniority on a voluntary manner to those employees working in the department where the overtime is required, providing, however, the junior employee or employees shall be required to work overtime should the senior employee not volunteer to work overtime.
- (c) There will be no overtime scheduled in excess of four (4) hours over an eight (8) hour shift
- (d) Employees who are scheduled to work thirty-seven (37) hours per week shall, notwithstanding subparagraph (a), receive time and one half (1 ½) their regular rate of pay for all hours worked over eight (8) hours in any shift of all time worked in excess of thirty-seven (37) hours in a week.

**Section 7 Statutory Holiday**

- (a) All full-time regular employees shall be granted the following days with pay:

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

Additionally, the Company shall grant such employees any other day which may be declared a general holiday by the Federal or Territorial government.

Provided he works his regular scheduled full work day before and after the holiday, unless due to bona fide illness or accident, employees regularly working full-time shall receive eight (8) hours pay at his regular hourly rate for each holiday.

**Part Time Employees**

- (i) All part-time employees who have been employed thirty (30) calendar days or more and have worked an average of at least thirty-two (32) hours or more per week on the four (4) weeks preceding the week in which a Statutory Holiday occurs, shall receive eight (8) hours pay at his regular hourly rate for each holiday.
- (ii) All part-time employees who have been employed thirty (30) calendar days or more and have worked an average of at least twenty (20) hours per week, but less than thirty-two (32) hour per week in the four (4) weeks preceding the week in which a Statutory Holiday occurs, shall receive six (6) hours pay at his regular hourly rate for each holiday.
- (iii) All part-time employees who have been employed thirty (30) calendar days or more and have worked an average of at least ten (10) hours per week, but less than twenty (20)

hour per week in the four (4) weeks preceding the week in which a Statutory Holiday occurs, shall receive four (4) hours pay at his regular hourly rate for each holiday.

(iv) All part time employees who work less than ten (10) hours per week in the four (4) weeks preceding the week in which a General Holiday occurs shall receive General Holiday pay equal to the number of hours worked in the prior 30 day period divided by 15.

**(b) Premium**

All work performed on a statutory holiday shall be paid for at the rate of one and one half (1 ½) times the employee's regular hourly wage rate and where so entitled, the employee shall also receive pay at his regular hourly wage rate for the statutory holiday.

**(c) During Vacation**

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

**(d) Qualifying Days and Payment**

In order to qualify for holiday pay for the holidays set out in Section (a) above, the employee must have been employed for at least thirty (30) days and must work the entire last scheduled shift prior to and the entire next scheduled shift following the holiday. This qualification does not apply if the employee is ill, absent on a Leave authorized by this Agreement, or on vacation, on either or both of the qualifying days. The Company shall not lay off otherwise eligible employees for the purpose of disqualifying them under this provision.

**Section 8 Union Decals**

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 9 Night Premium**

- a) Part time employees working between 10:00 pm and 5:00 am shall receive a premium of one dollar (\$1.00) per hour for each hour worked. Employees who commence a shift between 10:00 pm and 2:00 am shall receive the one dollar (\$1.00) per hour premium for their entire shift.
- b) Full time employees working between 10:00 pm and 5:00 am shall receive a premium of two dollars (\$2.00) per hour for each hour worked. Employees who commence a shift between 10:00 pm and 2:00 am shall receive the two dollars (\$2.00) per hour premium for their entire shift.

**Section 10 Grocery Night Shift Lead Hand**

When night stocking takes place, one (1) employee on the night stocking crew shall be designated by the Company as Lead Hand. The Lead hand shall be paid a premium of seventy-five cents (\$0.75) per hour in addition to their regular rate of pay.

**Section 11 – Courtesy Clerks**

Courtesy Clerk duties are limited to basket and cart retrieval, bagging, sorting returnable beverage containers, carry-outs, price checks, filling check stands with bags, merchandise return (put aways), sweeping and cleaning the check stand, entrance and entire store area.

It is understood that cleaning the entire store area shall mean cleaning moldings, shelves, sweeping and mopping of the floors in any area of the store premises and shall also include clean-up (dust, wash, damp mop, clean up spills and breakages) in lunch room, washroom and

sales area. The sales area shall be defined as any area within the store where the customers normally shop.

Courtesy Clerks will not be used to the extent that existing employees doing those duties will suffer a reduction of hours.

## **Article 20 Annual Vacations**

### **Section 1 Full-Time Employees**

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

<u>Completed Service</u>	<u>Entitlement</u>	<u>Pay</u>
1 year	2 weeks	4%
3 years	3 weeks	6%
10 years	4 weeks	8%
16 years	5 weeks	10%
20 years	6 weeks	12%

All full-time employees' vacation are calculated based on a January 1<sup>st</sup> vacation date. ie. An employee hired September 20, 2001 has a vacation date of January 1, 2002.

### **Section 2 Part-time Employees**

Part-time employees having the years of service in column 1 shall be entitled to the number of weeks vacation shown in column 2 with vacation pay calculated according to column 3:

<u>Completed Service</u>	<u>Entitlement</u>	<u>Pay</u>
1 year	2 weeks	4%
3 years	3 weeks	6%
10 years	3 weeks	8%
16 years	3 weeks	10%
20 years	3 weeks	12%

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

### **Section 3 Vacation Scheduling**

- (a) Employees shall be granted their vacation dates in order of their seniority consistent with the efficient operation of the business. Vacation lists will be posted on or before January 31<sup>st</sup> of each year. Employees must indicate their vacation preference by March 15<sup>th</sup> of each year. The schedule will be finalized and posted by the Company by April 1<sup>st</sup>.
- (b) Full-time employees will be given preference of dates before part-time employees' schedule is finalized.
- (c) Employees cannot be scheduled for vacation during the month of December except by mutual agreement with store manager.
- (d) Employees who are entitled to more than three (3) weeks' annual vacation may not take more than three (3) consecutive weeks of their annual vacation at any one time, provided however, that the store manager may, upon request, agree that more than three (3) weeks' vacation may be taken at once in special circumstances and only on an occasional basis.

- (e) Vacations or vacation pay must be taken during the twelve month vacation year and cannot be banked or carried over from year to year.
- (f) Vacation pay will be paid on the first pay period in February

## **Article 21**

### **Section 1 Savins Clause**

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

### **Section 2 Negotiations for Replacement of Articles**

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter in to immediate collective bargaining negotiations, upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the procedure as outlined in Article 24 following.

## **Article 22 Strike and Lockout**

### **Section 1 Work Stoppages**

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

## **Article 23 Marginal Notations**

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

## **Article 24 Grievance Procedure**

### **Section 1 Definition**

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

Policy or management grievances must commence at Step 2.

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

- Step 1:** The employee or his steward shall present the grievance in writing to the Store Manager, which grievance shall clearly set out the alleged violation of the Agreement and the resolution sought. Time limits for instituting a grievance are:
- i) **All Grievances and Termination or Layoff:** ten (10) days from the date of the circumstances giving rise to the grievance occurred.

If the time limits in this are not adhered to, the Company or the Union shall forfeit the grievance as the case may be. Time limits may be waived by mutual agreement.

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

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

Within ten (10) working day of receiving the grievance, the Labour Relations Manager will arrange a meeting with the employee and his steward and/or other Union representatives for the purpose of resolving the grievance.

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

Arbitration: The parties shall agree upon a single arbitrator within twenty-one (21) days, or the Federal Minister of Labour will be asked to appoint an Arbitrator for the parties. The Arbitrator's decision shall be binding on the parties, but he has no power to modify or change any provision of this Collective Agreement. The fees and expenses of the single arbitrator shall be borne by the two (2) parties to the dispute.

## **Section 2 Discipline Procedures**

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

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

## **Article 25**

### **Section 1 Term of Agreement**

This Agreement will be in full force and effect upon ratification (August 2009) until the Sunday after the anniversary date, 2014, and shall remain in full force and effect from year to year thereafter, provided that either party may not, less than ninety (90) days and not more than on hundred and twenty (120) days immediately preceding the Sunday after the anniversary date, 2009, by written notice to the other party:

- (a) Require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement, or a new Collective Agreement;
- (b) Terminate the Agreement on the next succeeding anniversary date thereof, and require the other party to commence collective bargaining with the view aforesaid;
- (c) Terminate the Agreement on the next succeeding anniversary date thereof.

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

This agreement shall expire September 14, 2014


**Section 2**

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

IN WITNESS WHEREOF the parties hereto have hereunder set their hands and seals this 8<sup>th</sup> day of December, 2009.

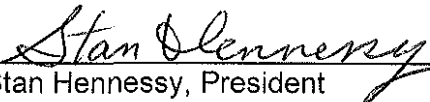
SIGNED ON BEHALF OF  
THE COMPANY

  
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Roger Bockstael, Loblaw Companies Ltd.

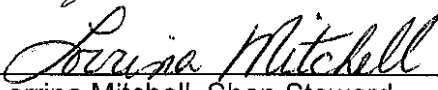
  
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Barry Jimenez, Loblaw Companies Ltd.

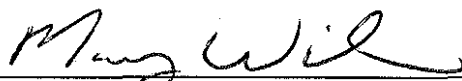
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SIGNED ON BEHALF OF  
THE UNION

  
\_\_\_\_\_  
Stan Hennessy, President

  
\_\_\_\_\_  
Jure Kelava, Business Representative

  
\_\_\_\_\_  
Lorrina Mitchell, Shop Steward

  
\_\_\_\_\_  
Murray Wilson, Shop Steward

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APPENDIX "A" –WAGE RATES

A) Effective August 16, 2009, all active employees hired prior to August 16, 2009 will receive a \$1.80 per hour off scale increase. They will move over to the RAT column and will be red circled as a result of this increase.

B) All employees hired prior to August 16, 2009 shall receive an off scale increase of twenty (20) cents per hour in September of 2010, 2011, 2012, and 2013. These rate increases shall be effective the first full pay period of September in each of those years.

Assistants

	Current	RAT	Sep-10	Sep-11	Sep-12	Sep-13
0	9.60	10.00	10.00	10.00	10.00	10.00
501	9.75	10.15	10.15	10.15	10.15	10.15
1001	9.90	10.30	10.30	10.30	10.30	10.30
1501	10.05	10.45	10.45	10.45	10.45	10.45
2001	10.20	10.60	10.60	10.60	10.60	10.60
2501	10.35	10.75	10.75	10.75	10.75	10.75
3001	10.50	10.80	10.80	10.90	10.90	10.90
3501	10.75	10.95	11.05	11.15	11.15	11.15
4001	11.00	11.20	11.30	11.40	11.40	11.40
4501	11.25	11.45	11.55	11.65	11.65	11.65
5001	12.25	12.45	12.45	12.45	12.45	12.45
5501		12.65	12.75	12.85	12.95	13.05

Specialists

	Current	RAT	Sep-10	Sep-11	Sep-12	Sep-13
0	9.85	10.00	10.00	10.00	10.00	10.00
501	10.10	10.20	10.20	10.20	10.20	10.20
1001	10.35	10.45	10.45	10.45	10.45	10.45
1501	10.85	10.95	10.95	10.95	10.95	10.95
2001	11.35	11.45	11.45	11.45	11.45	11.45
2501	11.67	11.80	11.80	11.80	11.80	11.80
3001	11.99	12.10	12.10	12.10	12.10	12.10
3501	12.31	12.40	12.40	12.40	12.40	12.40
4001	12.63	12.75	12.75	12.75	12.75	12.75
4501	12.96	13.15	13.25	13.25	13.25	13.25
5001	13.29	13.45	13.45	13.45	13.45	13.45
5501	13.62	13.80	13.80	13.80	13.80	13.80
6001	13.95	14.10	14.20	14.30	14.30	14.30
6501	14.20	14.40	14.50	14.60	14.60	14.60
7001	15.35	15.35	15.45	15.55	15.65	15.75

Full Time Senior Specialists

	RAT	Sep-10	Sep-11	Sep-12	Sep-13
0	16.20	16.20	16.20	16.20	16.20
501	16.45	16.45	16.45	16.45	16.45
1001	16.65	16.65	16.65	16.65	16.65
1501	16.85	16.85	16.85	16.85	16.85
2001	17.05	17.05	17.05	17.05	17.05
2501	17.25	17.25	17.25	17.25	17.25
3001	17.50	17.50	17.50	17.50	17.50
3501	18.25	18.35	18.45	18.55	18.65

**Bakers / Meat  
Cutters**

	<b>Current</b>	<b>RAT</b>	<b>Sep-10</b>	<b>Sep-11</b>	<b>Sep-12</b>	<b>Sep-13</b>
<b>0</b>	12.60	12.60	12.60	12.60	12.60	12.60
<b>501</b>	12.80	12.80	12.80	12.80	12.80	12.80
<b>1001</b>	13.10	13.10	13.10	13.10	13.10	13.10
<b>1501</b>	13.40	13.40	13.40	13.40	13.40	13.40
<b>2001</b>	13.70	13.70	13.70	13.70	13.70	13.70
<b>2501</b>	14.00	14.00	14.00	14.00	14.00	14.00
<b>3001</b>	14.30	14.30	14.30	14.30	14.30	14.30
<b>3501</b>	14.60	14.60	14.60	14.60	14.60	14.60
<b>4001</b>	14.90	14.90	14.90	14.90	14.90	14.90
<b>4501</b>	15.30	15.30	15.30	15.30	15.30	15.30
<b>5001</b>	15.70	15.70	15.70	15.70	15.70	15.70
<b>5501</b>	16.10	16.10	16.10	16.10	16.10	16.10
<b>6001</b>	16.55	16.55	16.55	16.55	16.55	16.55
<b>6501</b>	17.10	17.10	17.10	17.10	17.10	17.10
<b>7001</b>	17.75	17.75	17.75	17.75	17.75	17.75
<b>7501</b>	18.75	18.75	18.85	18.95	19.05	19.15

**Baker / Cutter Trainees**

	<b>Current</b>	<b>RAT</b>	<b>Sep-10</b>	<b>Sep-11</b>	<b>Sep-12</b>	<b>Sep-13</b>
<b>0</b>	10.50	10.50	10.50	10.50	10.50	10.50
<b>521</b>	11.00	11.00	11.00	11.00	11.00	11.00
<b>1041</b>	11.50	11.50	11.50	11.50	11.50	11.50
<b>1561</b>	12.00	12.00	12.00	12.00	12.00	12.00
<b>2081</b>	12.75	12.75	12.85	12.95	13.05	13.15

**Courtesy Clerks**

	<b>Current</b>	<b>RAT</b>	<b>Sep-10</b>	<b>Sep-11</b>	<b>Sep-12</b>	<b>Sep-13</b>
<b>0</b>	9.00	9.50	9.50	9.50	9.50	9.50
<b>501</b>	9.20	9.70	9.70	9.70	9.70	9.70
<b>1001</b>	9.40	9.80	9.80	9.80	9.80	9.80
<b>1501</b>	9.60	9.90	9.90	9.90	9.90	9.90
<b>2001</b>	9.80	10.00	10.00	10.00	10.00	10.00
<b>2501</b>	10.00	10.20	10.20	10.20	10.20	10.20
<b>3001</b>		10.50	10.60	10.70	10.80	10.90



**LETTER OF UNDERSTANDING #1**

**- NEW DEPARTMENT -**

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

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

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

**LETTER OF UNDERSTANDING #2**

**- Teamsters Local Union #31  
Union/Industry Advancement Fund -**

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

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

Payment of said funds shall be made to the Teamsters Local Union #31 Union/Industry Advancement Fund by the 15<sup>th</sup> of the month following that to which they refer. This payment will be independent and separate from any other payment made to the Teamsters Local Union #31.

**LETTER OF UNDERSTANDING # 3**

**- Front End Assistant Department Managers / Administrators -**

Immediately following ratification 2009, there shall be created the position of Full Time Front End Administrator. The Front End Administrator will perform duties as assigned, which may include but not be limited to Cash Office, Customer Service, Cashier, and assisting with the day to day running of the Front End while working closely with Management and the Front End Assistant Department Manager. These positions shall be filled by individuals hired or selected on the basis of their merit, qualifications, ability and seniority as determined by Management. Those persons hired or appointed to this position shall remain or be placed in the Specialists classification and be paid according to the Specialists pay scale.

Immediately following ratification 2009, the current Front End Assistant Managers shall be reclassified as Full Time Front End Administrators. They shall maintain their rate of pay and benefits and will continue with their current responsibilities.

**LETTER OF UNDERSTANDING # 4**

**- Assistants, Specialists and Senior Specialists**

Each department will maintain one or more employees in either the Specialist or Senior Specialist classification provided the department has four (4) or more employees. This will not affect any current Specialists in position as of ratification 2009.

Specialists shall be selected from the Assistants by seniority where possible, provided the senior Assistant has the merit, fitness, and ability to perform the work and remains available anytime.

New employees will commence employment in the Assistant Classification unless as determined otherwise by the Company.

**LETTER OF UNDERSTANDING # 5**

**- Full Time Employees & Full Time Senior Specialists -**

A new Classification of Full Time Senior Specialist will be introduced. Senior Specialists shall be filled by individuals hired or selected on the basis of their merit, qualifications, ability, and seniority as determined by Management. The Company may elect to hire employees directly into the Senior Specialist classification.

Prior to May 2010, the Company will have in place a maximum of ten (10) Full Time Senior Specialists and shall maintain ten (10) Full Time Senior Specialists during the life of this Collective Agreement.

Employees promoted to full time Senior Specialist will move to the next highest rate of pay on the Senior Specialist scale that is immediately above their new rate of pay following the increases that they received on August 16 and August 30, 2009 with the appropriate Class Hour adjustment. If their rate of pay after the August 16 and August 30, 2009 increases has them at a rate of pay that is below the start rate of the Senior Specialist, they will move to the Senior Specialist start rate and have their Class Hours zeroed out.

In addition to the ten (10) Full Time Senior Specialists, the Company agrees to maintain a minimum of fifteen (15) full time Assistants and/or Specialists during the life of this Collective Agreement.

**LETTER OF UNDERSTANDING # 6**

**- Assistant Department Managers -**

To enhance the Company's ability to develop managerial staff, there shall be the position of Assistant Department Manager(s) who shall be:

- a) filled by individuals hired or selected on the basis of their merit, qualifications, ability and seniority, as determined by management;
  - b) required to provide all relief for the Department Manager;
  - c) unrestricted as to the number of hours that the Assistant Department Manager can work;
- Employees appointed to Assistant Department Manager shall receive a thirty cent (\$0.30) per hour premium over their regular rate of pay.

Letter of Understanding  
Between  
Westfair Foods Limited (the Company)  
and  
Teamsters Local #31 (the Union)

Whereas the parties agree to add the following Pharmacy Tech Scale and language as a Letter of Understanding attachment to the existing Whitehorse Real Canadian Superstore Collective Agreement.

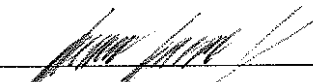
Pharmacy Technicians

Hours		Oct 25/09	Sep-10	Sep-11	Sep-12	Sep-13
	0	12.70	12.70	12.70	12.70	12.70
	501	13.10	13.10	13.10	13.10	13.10
	1001	13.50	13.50	13.50	13.50	13.50
	1501	13.90	13.90	13.90	13.90	13.90
	2001	14.30	14.30	14.30	14.30	14.30
	2501	14.70	14.70	14.70	14.70	14.70
	3001	15.10	15.10	15.10	15.10	15.10
	3501	15.50	15.50	15.50	15.50	15.50
	4001	15.90	15.90	15.90	15.90	15.90
	4501	16.30	16.30	16.30	16.30	16.30
	5001	16.70	16.70	16.70	16.70	16.70
	5501	17.20	17.20	17.20	17.20	17.20
	6001	17.60	17.70	17.80	17.90	18.00

Employees in the Pharmacy Tech classification must have a demonstrated ability to manage a new prescription from intake to the Pharmacist's sign off. Employees may enter this classification where there is an opening as determined by the Company. In the event that there is a dispute regarding an employee's suitability for an opening, the Director of Pharmacy will review the work history, education, availability and skills of the candidate and make a final determination of the Suitability of the candidate.

Signed this 8 "day of December, 2009.

  
\_\_\_\_\_  
**For the Company**

  
\_\_\_\_\_  
**For the Union**