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# **COLLECTIVE AGREEMENT**

**Term of Agreement: *February 1, 2021 – May 31, 2023***

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**BETWEEN: THE GOVERNOR AND COMPANY OF  
ADVENTURERS OF ENGLAND TRADING  
INTO HUDSON’S BAY**

*(hereinafter called “the Company”)*

**OF THE FIRST PART**

**AND: UNITED STEELWORKERS OF AMERICA,  
LOCAL UNION 1-417**

*(hereinafter called “the Union”)*

**OF THE SECOND PART**

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**ARTICLE 1 INTRODUCTION**

**1.01 PURPOSE**

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

**1.02 GENDER REFERENCES**

All articles and clauses referred to in this Agreement have been modified to use gender-neutral language. The Parties agree the intent is not to change singular pronouns to plural pronouns.

**ARTICLE 2 DURATION AND INTEGRITY OF AGREEMENT**

**2.01 DURATION**

- (a) This Agreement shall be for the period from and including February 1, 2021 to and including May 31, 2023. Thereafter, the Agreement shall continue in full force and effect from year to year subject to the right of either Party to serve notice to commence bargaining as provided for in the Labour Relations Code.
- (b) During the period when negotiations are being conducted between the Parties for the renewal of this Agreement, the present Agreement shall continue in full force and effect until:
  - (i) the Union commences a legal strike; or
  - (ii) the Company commences a legal lockout; or
  - (iii) the Parties enter into a new or further Agreement.
- (c) During the continuation period provided in (b) above, neither Party shall attempt to take any action or make any changes in the terms and conditions of employment, which would be inconsistent with the express terms of this Agreement.
- (d) Notice to commence collective bargaining must be in written form.

**2.02 LABOUR RELATIONS CODE – SECTION 50(2) AND (3) EXCLUDED**

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

**2.03 STRIKES AND LOCKOUTS**

- (a) The Union agrees during the term of this Agreement there will be no strike. The Company agrees that during the term of the Agreement there will be no lockout. For the purpose of this Article, a strike is defined as a cessation of work, a refusal to work or to continue to work by employees in combination or in concert or in accordance

with a common understanding, or a slow down or other concerted activity on the part of employees that is designed to or does restrict or limit production or services, but does not include:

- (i) a cessation of work permitted under section 63 (3), or
- (ii) a cessation, refusal, omission or act of an employee that occurs as a direct result of and for no other reason than picketing that is permitted by or under the Labour Relations Code.

### **ARTICLE 3 UNION RECOGNITION**

#### **3.01 RECOGNITION OF EXCLUSIVE BARGAINING AGENT**

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

- (i) General Manager
- (ii) Marketing Manager
- (iii) Asset Protection Manager
- (iv) Asset Protection Investigator
- (v) Associate Manager
- (vi) Associate Supervisor
- (vii) Human Resources Administrator

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

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

#### **3.02 PERFORMANCE OF BARGAINING UNIT WORK**

The Company agrees not to change current practices of overlap between Management and employees, if such change would have the effect of laying off bargaining unit employee with seniority rights. For the purpose of this clause, a lay off shall be defined as commencing the week following a period of one (1) week during which an employee is not scheduled to work.

#### **3.03 UNION REPRESENTATIVES**

Provided permission is granted beforehand, the Company agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Company, as well as for the purpose of investigating and assisting in the settlement of a grievance. Union Staff Representatives shall notify the Human Resources/Operations Manager or their designate in advance of their

intentions and their purpose of entering and they shall agree on a mutually convenient time and shall not interfere with the operation of the facility. Such permission will not be unreasonably withheld.

**ARTICLE 4 UNION SECURITY**

**4.01 MEMBERSHIP**

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

- (i) Authorize the Company in writing to deduct union dues from their pay.

The authorization shall be in a form provided to the Company by the Union;  
and

- (ii) become a member of the Union and maintain membership.

**4.02 CHECK-OFF: PROCESS AND PROCEDURES**

- (a) The Company agrees to deduct from each employee who has authorized such deduction, an amount equivalent to the monthly dues provided for in the International Constitution of the United Steelworkers.

- (b) The dues so deducted shall be remitted, along with a completed USWA R115 Form (a summary of the dues calculations made for the month, each month), within two (2) weeks after the end of the month payable to:

International Secretary-Treasurer  
United Steelworkers  
PO Box 9083  
Commerce Court Postal Station  
Toronto, ON  
M5L 1K1

- (c) The monthly remittance shall be accompanied by a statement showing the names of each employee from whose pay deductions have been made and the total amount deducted for the month. Such statements shall also list the names of the employees from whom no deductions have been made and the reasons why.

- (d) Duplicates of the R115 Form [Article 4.02(b)] and the employee deduction statement [Article 4.02(c)] shall be forwarded monthly as follows:

United Steelworkers  
181 Vernon Ave.  
Kamloops, BC  
V2B 1L7

- (e) Such deduction shall appear on the employee's annual statement of Remuneration (T4 slip).

- (f) The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of, deductions made or payments in accordance with this Article.

## **ARTICLE 5 UNION STEWARDS**

### **5.01 SHOP STEWARDS**

- (a) The Union is entitled to appoint or elect from among the employees up to six (6) Shop Stewards. The Union will endeavour to have a minimum of two (2) shop stewards elected at all times.
- (b) The Union will advise the Company in writing of the names of the employees so appointed or elected. The Company shall not be required to recognize Stewards until such time as it has been notified in writing of their appointments or elections by the Union.
- (c) The Shop Steward's first obligation is the fulfilment of their responsibilities as an employee. During their working hours, the Shop Steward is not entitled to engage in Union activities other than the necessary involvement in the reporting and resolution of grievances.
- (d) The functions of Shop Stewards are to consider, investigate and attempt to settle grievances. If, in the course of investigating a grievance, a Steward requires time to fulfill their duties, the Steward must notify their supervisor and the supervisor shall arrange a mutually satisfactory time for such investigation.
- (e) The time which is spent by Shop Stewards during their regular working hours in reporting and resolving grievances, or in attending meetings, shall be considered to be time worked.
- (f) Shop Stewards shall not be discriminated against or disciplined for the proper performance of their duties on behalf of the Union.

### **5.02 GRIEVANCE/UNIT CHAIRPERSON**

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



**5.03 MANAGEMENT AND UNION STEWARDS MEETINGS**

- (a) Company representatives will meet with the Shop Stewards on a bi-monthly basis, to review common concerns that may arise including the operation and application of the Collective Agreement, and to ensure joint input so that the Company is able to maintain and improve itself in a highly competitive market.
- (b) No more than three (3) Stewards will be permitted to attend such meetings without loss of pay, but there must be no resulting overtime or other premium costs to the Company.
- (c) Minutes shall be kept as a record of the matters discussed during these meetings.
- (d) Where the Parties agree there are no problems it will not be necessary to convene the meeting.

**5.04 UNION ORIENTATION OF NEW EMPLOYEES**

The Company agrees to introduce a new employee to the Grievance/Unit Chairperson or a Shop Steward on the first day they report to work. At this time the Grievance/Unit Chairperson or the Shop Steward will be given sufficient time, not to exceed 10 minutes, to present the new employee with a new members kit. It is further agreed that the Company will have new hires complete the appropriate cards and forms supplied by the Union on the day of hire.

**ARTICLE 6 HEALTH AND SAFETY**

**6.01 HEALTH AND SAFETY COMMITTEE**

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

**6.02 SAFETY RULES**

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

**6.03 INJURY AT WORK**

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

**6.04 PROTECTIVE EQUIPMENT**

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

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

**6.05 GLOVES AND SAFETY FOOTWEAR**

The Company agrees to provide gloves without cost to employees in the shipping and receiving department, visual presentation department, sales support team and early morning crew. In addition, once per annum, the Company agrees to pay the above employees (who have completed their probationary periods) up to one hundred and fifty dollars (\$150.00) toward the purchase of safety footwear subject to the production of a receipt or other proof of purchase.

**ARTICLE 7 MANAGEMENT'S RIGHTS**

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

**ARTICLE 8 SENIORITY**

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

**8.02 DEFINITIONS**

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

**8.03 SENIORITY LISTS**

- (a) On May 1<sup>st</sup> and November 1<sup>st</sup> of each calendar year, seniority lists shall be posted. The seniority list shall contain the following information:

- (i) the employee's name;
  - (ii) length of service from the most recent date of hire.
- (b) The seniority list shall be posted by the Company for a minimum of thirty (30) days. Any objection to the accuracy of a posted seniority list must be lodged with the Company during the thirty (30) days in which the list is posted. Thereafter, the posted list will be deemed to be valid and correct for all purposes of this Agreement.
- (c) At the time of posting, a copy of the seniority list shall be provided to the Grievance/Unit Chairperson and emailed to the Union.
- (d) New employees shall have their seniority calculated and maintained by the Company separately until added to the existing list as provided in this Article.

**8.04 ACCRUAL OF SENIORITY**

Seniority shall accrue during:

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

**8.05 MAINTENANCE OF SENIORITY**

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

**8.06 SENIORITY LOST**

Seniority shall be lost if the employee:

- (a) Receives severance pay in accordance with this Agreement;
- (b) Resigns or retires;
- (c) Is discharged for just and reasonable cause and is not reinstated under the Grievance Arbitration procedure;
- (d) Is absent from work in excess of three (3) days without approval, unless it was not reasonably possible for the employee to contact the Company to request such

approval prior to the absence and the employee contacts the Company as soon as it is reasonably possible to do so during or following the absence;

- (e) Utilizes a leave of absence for a purpose other than that for which it was granted;
- (f) Is on layoff for more than six (6) consecutive months; or
- (g) Does not return to work on the date specified following an approved leave of absence other than medical.

#### **8.07 LOSS OF SENIORITY**

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

#### **8.08 PROBATIONARY EMPLOYEES**

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

The probationary period does not apply to Seasonal employees hired for holiday period. It is further agreed that the Company can retain a junior Seasonal employee over a senior Seasonal employee provided it is done during the holiday period. Employees who are retained after the holiday period will have their seniority back dated to their date of hire.

#### **8.09 CATEGORIES OF EMPLOYEES**

- (a) A full-time flex employee will be scheduled between twenty-eight (28) and forty (40) hours per week depending on business fluctuations.
- (b) A regular part-time employee works fewer than thirty-seven and one-half (37½) hours per week but is guaranteed a minimum of nine hundred and seventy-five (975) hours per year from January to December. All regular part-time employees on the payroll as of January 31, 2007 will be grandfathered in this category so long as they remain in the position they held on January 31, 2007.
- (c) An auxiliary employee works: (i) up to an average of twenty-seven (27) hours per week, or (ii) between 0 and 27 hours in a week.

Note: The Company will provide to the Union on a semi-annual basis an outline of all hours worked by auxiliary employees from: (i) January 1 to June 30, and (ii) July 1 to December 31. If an employee reaches 1200 hours in a calendar year the Parties

agree to meet to look at future opportunities for more full-time flex positions within the bargaining unit.

- (d) Seasonal employees are employees hired for a period of time between September 15<sup>th</sup> through January 15<sup>th</sup>. It is further agreed that if inventory is changed to January, then the holiday period will be extended to January 31<sup>st</sup>. During this time, the Union will be given a list containing the names, start date, department and telephone numbers of all Seasonal employees. This list will be updated on a monthly basis.

**8.10** New hires will receive various types of training in their first two (2) weeks of work, which may result in the new employee(s) receiving more hours than a senior auxiliary employee in their designated department. Furthermore, the new hires training hours will be listed on the Departmental Schedule. However, after the second week of employment the new hires will not receive more hours than any available senior auxiliary employee.

## **ARTICLE 9 PROCEDURES FOR FILLING VACANCIES**

### **9.01 VACANCIES & NEW POSITIONS**

- (a) Any new or vacant position the Company wishes to fill shall be posted within twenty-one (21) calendar days from when the Company intends to assign an employee to the position. The position will remain posted for seven (7) calendar days. Such postings shall state the required qualifications and department and will be posted on the bulletin board in the cloakroom and employee lounge.
- (b) If an applicant is on vacation and is not available to interview for the vacant position, the Company shall not award the position until the applicant has had the opportunity to interview.
- (c) The successful applicant will start the new job within fourteen (14) calendar days after being notified or paid the new rate within fourteen (14) calendar days of being notified, providing the new rate is higher than the employee's previous rate.
- (d) Auxiliary employees who wish to fill vacancies in other work areas are required to fill out a request for transfer form. The Company will, when an auxiliary vacancy arises, award the job to the senior qualified auxiliary employee who has requested the transfer. Auxiliary employees will only be allowed to request a transfer twice (2x) in a calendar year.
- (e) Any full-time flex position that is anticipated to be temporarily vacant for longer than ninety (90) calendar days shall be posted and the process set out above will be applied. The language of 9.01(b) above will not apply.

### **9.02 NAME OF SUCCESSFUL APPLICANT**

- (a) The name of the successful applicant for any position posted in accordance with this Article will be posted within five (5) calendar days of the decision on all bulletin boards where it will remain for seven (7) calendar days.

- (b) The Company may fill vacancies on a temporary basis pending the completion of the posting process.

The employee transferred to fill a position temporarily will receive that job's rate of pay according to their career hours providing that that rate is higher than their regular rate.

### **9.03 SELECTION CRITERIA**

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

The successful applicants for any postings will be given an opportunity to perform the job with a training period of up to seventy-five (75) hours, which the Union and Company may mutually agree to extend. Should the employee not qualify or the employee decides that they do not want the new position, they will revert back to their previous job and or department and the opportunity will be given to the next applicant.

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

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

If the Union is not satisfied with the reasons and explanation provided by the Company with respect to the application of "*suitability*" and/or "*productivity*", the Union may follow the regular grievance procedure, or may refer the matter to a "*Special Arbitrator*" within ten (10) days following receipt of the letter of explanation from the Company.

## **ARTICLE 10 LAY OFF AND RECALL PROCEDURES**

### **10.01 LAYOFF**

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

- (i) the Company will lay off auxiliary employees beginning with the employee with the least seniority and continue until all auxiliary employees are laid off, if necessary;
  - (ii) if the layoff continues, regular part-time employees will be laid off beginning with the employees with the least seniority and continue until all part-time employees are laid off, if necessary;
  - (iii) if the layoff continues, full-time flex associates will be laid off beginning with the employee with the least seniority.
- (b)** Notwithstanding (a) above, when a layoff exceeds eight (8) weeks (and providing the employee has twelve (12) months of seniority), or where an employee is displaced from their job as a result of the closure of a department or a restructuring of the workforce, they shall:
- (i) be re-assigned to a vacancy in their current employment category provided they have the qualifications pursuant to Article 9.03 to do the job;
  - (ii) if there is no vacancy pursuant to (i), bump the most junior employee in their current employment category provided they have the qualifications pursuant to Article 9.03 to do the job;
  - (iii) if there is no junior employee to bump in their current employment category pursuant to (ii), bump the most junior employee in the remaining employment categories provided they have the qualifications pursuant to Article 9.03 to do the job; or
  - (iv) elect to be laid off.

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

**Note:** Employment categories are defined as full-time flex, regular part-time and auxiliary as per Article 8.09.

## **10.02**

### **RECALL**

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

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

**10.03 CONTACT POINT**

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

**10.04 NOTICE OF RECALL**

- (a) The Company agrees that recall notification will be by registered mail and email. Any employee failing to notify the Company of their intention to report for duty within five (5) calendar days from the time of receipt of such notification, shall be considered to have resigned without notice. The notification shall be deemed received five (5) calendar days after it is sent via registered mail to the employee's last address on file.
- (b) On notification of recall the Company and employee will arrange a mutually acceptable return date within a one (1) week time frame.

**ARTICLE 11 HOURS OF WORK**

**11.01 STORE HOURS**

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

**11.02 OVERTIME**

- (a) The normal work week for full-time flex employees shall consist of between twenty-eight (28) and forty (40) hours per week. The work week shall consist of up to five (5) days.
- (b) Any hours worked in excess of eight (8) hours in a day and forty (40) hours in a week, but excluding from the calculation hours worked in excess of eight (8) hours in a day, shall be compensated at time and one-half (1½) the employee's regular straight time hourly rate. Any hours worked in excess of eleven (11) hours in a day and forty-eight (48) hours in a week, but excluding from the calculation hours worked in excess of eleven (11) hours in a day, shall be compensated at double (2x) the employee's regular straight time hourly rate.
- (c) Any regular part-time employee shall be compensated at time and one-half (1½) the employee's regular straight time hourly rate hours worked in excess of seven and one-half (7 1/2) hours in a day and thirty-seven and one-half (37 1/2) hours in a week, but excluding from the calculation hours worked in excess of seven and one-half (7 1/2) hours in a day.
- (d) There shall be no duplication or pyramiding of hours worked for the purpose of computing overtime.

**11.03 WEEK**



For the purpose of this Article “*week*” means the period between midnight on Saturday and midnight on the following Saturday.

**11.04 SHIFT HOURS**

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

**11.05 LENGTH OF SHIFTS**

- (a) The Company is obligated to schedule shifts in a department according to classifications, categories and by seniority. The Parties further agree that auxiliary, regular part-time, and full-time flex employees may receive the same length of shift on any given day:
  - (i) full-time flex employees could receive the longest shift, if business dictates it;
  - (ii) regular part-time employees will receive the next longest shift;
  - (iii) auxiliary employees will receive the shortest shift available.
- (b) While the Company is entitled to schedule shifts of various lengths as provided for in this Agreement, it is agreed where additional work becomes available during the work schedule, senior employees will have their shift extended up to seven and one-half (7½) hours before any junior employees’ hours are extended, subject to adequate coverage.
- (c) In the event of a reduction in the number of available hours in a schedule that has already been posted, employees will have their hours reduced in the order of reverse seniority in the department, subject to adequate coverage.

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

- (a) Within categories of employees, departments and classifications, the Company must offer and assign the weekly schedules of shifts with the greatest number of hours to employees with the most seniority. For the purpose of this Article and Agreement the following work areas are currently considered to be departments:
  - (i) Ladies Wear and Lingerie;
  - (ii) Shoes;
  - (iii) Cosmetics (by cosmetic manufacturers' line);
  - (iv) Fragrances;
  - (v) Men's Wear and Jewellery and accessories;
  - (vi) Major Home Fashions;
  - (vii) Soft Home (Gift Registry, China, Housewares, Seasonal, Linens, Children’s Wear);
  - (viii) Office;
  - (ix) Main Floor cash;
  - (x) Operations (which includes all back of house roles).

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

The Company retains the right to delete from or combine these work areas/departments. Before doing so, the Company will provide the Union with its reasons for reducing or combining these work areas/departments. The Company and Union will work together to explore alternatives to the Company's proposed reduction or combination if so requested by the Union. The Company will consider any alternatives the Union may propose.

Should a work area/department be eliminated or combined during the duration of the Agreement, employees will refer to the steps laid out in Article 10, Layoff and Recall Provisions.

(b) In all departments listed, the 6<sup>th</sup> shift will be offered in department first, before going to Extra Shift Availability list.

(c) **Extra Shift Availability List**

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

- (i) associates who are interested in extra shifts must sign the Extra Shift Availability List which will be kept in the office and posted in the staff lounge on a weekly basis;
- (ii) all associates are eligible for extra shift availability;
- (iii) extra shifts worked pursuant to this provision shall not result in overtime rates being paid;
- (iv) consistent with efficiency of operation within each department and classification, the extra shift shall be offered to the most senior associate in the classification who has the qualifications and ability to do the work and who is on a scheduled day off;
- (v) under no circumstances shall an extra shift be offered to an associate if it will result in that associate earning overtime that week; and
- (vi) if an eligible associate who is listed on the Extra Shift Availability List routinely cannot be reached or declines a work assignment, the Union and the Company will meet to discuss removing their name from the list.

**11.07**

**MEAL BREAKS AND REST PERIODS**

(a) Employees who work seven (7) hours or more per day shall receive one (1) hour unpaid meal period, and one (1) fifteen (15) minute paid rest period in each completed half (1/2) shift.

- (b) Employees who work five (5) hours or more, but less than seven (7) hours per day, are entitled to one-half (1/2) hour or two (2) fifteen (15) minute paid rest periods.
- (c) Employees who work four (4) hours or more, but less than five (5) hours, shall receive one (1) fifteen (15) minute rest period.
- (d) The Company will schedule meal and rest periods as near as practicable to the midway point of the shift.
- (e) The Parties agree that the unpaid meal period time referred to above may be reduced to one-half (1/2) hour by mutual agreement of the employee and management.
- (f) Employees who are working scheduled overtime shall receive a paid 15 minute rest period during overtime between 1 and 2 hours and a paid 30 minute rest period during overtime of greater than 2 hours.

**11.08 WORK SCHEDULES**

- (a) A four-week work schedule shall be posted at least fourteen (14) days prior to the schedule taking effect, for the information of all scheduled employees. For clarity, schedules are not rolling. Should Company wide scheduling software and/or practices change during the life of this Collective Agreement thereby impacting how the Kamloops store produces its schedules, the Company and Union will meet to discuss required changes to this Article. The Union will not unreasonably deny any request made by the Company.

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

- (i) employee's name;
  - (ii) days off; and
  - (iii) starting and stopping times.
- (b) It is the Company's responsibility to keep the work schedule up to date and to ensure that any changes are clearly noted. It is the responsibility of every scheduled employee to check the posted work schedule for changes.
  - (c) The Parties agree that once the schedule is posted there will be no changes with less than 48 hours' notice except by mutual agreement of the Company and affected employee(s) involved, who may have a union steward speak on their behalf if they so choose.
  - (d) The employees agree there will be no switching or changing of shifts without the approval of their immediate supervisor and with the approval of the employees involved.
  - (e) The Company shall endeavour to schedule full time flex employees for no more than five (5) consecutive days, except by mutual agreement between the employee and the Company.

Should a full time flex employee want two (2) consecutive days off in a coming week rather than no more than five (5) consecutive days of work, the employee should advise the Company in writing seven (7) days prior to the schedule being posted. The Company will endeavour to accommodate such requests based on operational needs. Employees making such requests acknowledge they may be required to work for more than five (5) consecutive days.

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

**11.10 (a)** The employee must provide availability for the entire scheduled period three (3) weeks prior to the date the schedule takes effect, and further, be available for the shift assigned by seniority.

**(b)** Auxiliary employees that make themselves unavailable for more than 3 days in a week need not fall in line with seniority, for that week. If an employee is not on a leave of absence and is not scheduled for a shift during an entire week for more than twelve (12) weeks in a calendar year, they will lose their seniority and be considered to have self-terminated. The Company shall notify an auxiliary employee when they are approaching self-termination (*i.e.*, once in the calendar year, either after the auxiliary employee has not been scheduled during a week for the eighth (8<sup>th</sup>), ninth (9<sup>th</sup>) or tenth (10<sup>th</sup>) time).

**ARTICLE 12 PAID HOLIDAYS**

**12.01** The Company shall observe the following Statutory holidays:

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

Should the Government of the Province of British Columbia declare a new Statutory Holiday during the life the Collective Agreement that would be applicable to employees in the bargaining unit, the Company shall also observe that Statutory Holiday.

Full-time flex and regular part-time employees shall be entitled to one (1) floating holiday in each calendar year. This holiday will be taken at a time that is mutually acceptable.

**12.02 ELIGIBILITY**

Once an employee has worked for an Employer for thirty (30) calendar days, the employee is entitled to Statutory Holidays with pay.

**12.03 STATUTORY HOLIDAY PAY**

- (a) An employee with a regular schedule of hours who has worked or earned wages on at least fifteen (15) of the thirty (30) calendar days prior to a Statutory Holiday is entitled to a regular day's pay for the holiday.
- (b) An employee with irregular hours and who has worked or earned wages on at least fifteen (15) of the thirty (30) days prior to a Statutory Holiday is entitled to an average day's pay for the holiday. This amount is calculated by dividing the employee's total wages, excluding overtime, earned in the thirty (30) days period by the number of days worked.
- (c) An employee who has worked or earned wages on fewer than fifteen (15) of the thirty (30) days prior to a Statutory Holiday is entitled to pro-rated Statutory Holiday pay. This amount is calculated by dividing the employee's total wages, excluding overtime, earned in the thirty (30) days period by fifteen (15).
- (d) If an employee is on annual vacation, the employee's vacation days and vacation pay are counted as days worked and wages earned when calculating Statutory Holiday pay.

**12.04 WORKING ON A STATUTORY HOLIDAY**

An eligible employee who works on a Statutory Holiday must be paid time and a half (1.5x) for the first eleven (11) hours and double time (2x) after eleven (11) hours.

- (i) An employee not eligible for the Statutory Holiday who works on the holiday may be paid as if it were a regular work day, and is not entitled to an alternate day off.

**12.05 STATUTORY HOLIDAY ON A DAY OFF**

Where a Statutory Holiday falls on a non-working day for an eligible employee, the employee must be given an alternate day off with pay. This day off must be scheduled at a mutually agreeable time and paid as outlined above.

**ARTICLE 13 WAGE RATES**

**13.01** The Company agrees to pay and the Union agrees to accept the job classifications and compensation program set forth in Appendix "A" and Hudson's Bay Wage Ranges – Kamloops document which are attached to and form part of this Agreement.

**13.02 TEMPORARY TRANSFERS**

If the Company temporarily transfers an employee to a different job and the wage rate of the job is less than the wage rate of the employee's regular job, they shall be paid their regular wage rate during the period of such transfer. If an employee has been transferred to a position on more than three (3) occasions where the wage rate is higher, the employee shall be paid the higher rate as defined in Appendix "A".

Further, experience gained while on a temporary transfer will not be used to assist any employee during the job posting process outlined in Article 9.

- 13.03** It is agreed that the Company has the right to create new job classifications, not specifically set out in the attached Appendix of this Agreement. In such circumstances, the Company will set a rate for that new classification and advise the Union. The Union and the Company will discuss the new classification and rate. If there is a disagreement between the Parties regarding the wage rate of the new job, the General Manager and the Grievance/Unit Chairperson or designated Union Representative will meet to resolve the disagreement.

#### **ARTICLE 14 VACATION ENTITLEMENT**

NOTE: The vacation year is the calendar year.

- 14.01** All employees hired prior to June 20, 2011, shall be entitled to vacation with pay based on length of full-time continuous service as follows:
- (a) All Regular employees (Full-time Flex and Regular Part-time) who have completed ten (10) or more full calendar months of full-time continuous service as of the end of the final pay period in any year, shall be entitled to two (2) weeks' vacation.
  - (b) Employees who have completed less than twelve (12) months of full-time continuous service in any year are entitled to one (1) day of vacation for each completed calendar month of service up to the end of the final pay period in the year, to a maximum of ten (10) days.
  - (c) In the calendar year in which an employee completes four (4) years of full-time continuous service their vacation entitlement shall change to three (3) weeks.
  - (d) In the calendar year in which an employee completes ten (10) years of full-time continuous service their vacation entitlement shall change to four (4) weeks.
  - (e) In the calendar year in which an employee completes fifteen (15) years of full-time continuous service their vacation entitlement shall change to five (5) weeks.
  - (f) In the calendar year in which an employee completes twenty (20) years of full-time continuous service their vacation entitlement shall change to six (6) weeks.
- 14.02** All employees hired on or after June 20, 2011, excluding auxiliaries, shall be entitled to vacation with pay based on hire date as follows:
- (a) Employees with less than one (1) year of service will receive vacation time accrued for completed service to a maximum of ten (10) days;
  - (b) Employees with one (1) year or more of service shall receive two (2) weeks of vacation;
  - (c) Employees with three (3) years or more of service shall receive three (3) weeks of vacation;

- (d) Employees with ten (10) years or more of service shall receive four (4) weeks of vacation;
- (e) Employees with twenty (20) years or more of service shall receive five (5) weeks of vacation;
- (f) Employees with twenty five (25) years of service shall receive six (6) weeks of vacation for the vacation year and thereafter will revert to five (5) weeks' vacation.

**14.03** Vacation cannot be taken prior to being earned except that employees will be allowed to borrow up to a maximum of ten (10) days or eighty (80) hours from the same calendar year.

#### **VACATION PAY**

**14.04** Vacation pay is accrued in the year in which it is taken. The following applies to all employees regardless of whether their vacation entitlement is governed by article 14.01 or 14.02.

- (a) All employees with two (2) or fewer weeks of vacation entitlement shall receive vacation pay based on 4% of their base pay for hours worked in the pay periods in the current year, including sick pay, statutory holiday pay and vacation pay and 4% of their Overtime pay, premium payments and any retroactive adjustments.
- (b) All employees with three (3) weeks of vacation entitlement shall receive vacation pay based on 5.769% of their base pay for hours worked in the current year, including sick pay, statutory holiday pay and vacation pay and 4% of their Overtime pay, premium payments and any retroactive adjustments, or 6% if they have five (5) years of service or more.
- (c) All employees with four (4) weeks of vacation entitlement shall receive vacation pay based on 7.692% of their base pay for hours worked in the current year, including sick pay, statutory holiday pay and vacation pay and 6% of their Overtime pay, premium payments and any retroactive adjustments.
- (d) Employees with five (5) weeks of vacation entitlement shall receive vacation pay based on 9.615% of their base pay for hours worked in the current year, including sick pay, statutory holiday pay and vacation pay and 6% of their Overtime pay, premium payments and any retroactive adjustments.
- (e) Employees with six (6) weeks of vacation entitlement shall receive vacation pay based on 11.538% of their base pay for hours worked in the current year, including sick pay, statutory holiday pay and vacation pay and 6% of their Overtime pay, premium payments and any retroactive adjustments.
- (f) For employees paid on commission, the employee's benefit rate shall be used when calculating the above vacation pay entitlements, calculated according to established procedures.

- (g) Auxiliary employees' vacation entitlement will be as per Employment Standards four percent (4%) vacation pay and six percent (6%) vacation pay after five (5) years of consecutive service.
- (h) It is understood that employees do not accrue vacation pay while on maternity/parental leave, or during any unpaid leave of absence.

**14.05** Where an employee has already received more vacation pay than that which would be payable under the above formula, the over payment shall be deducted from their last pay. If insufficient amount exists in the employee's last pay, they shall be obligated to repay the overpayment.

**14.06 VACATION SCHEDULING PREFERENCE BY SENIORITY**

- (a) The Company has the right to schedule vacations, taking into account the operational requirements of the Company. Full-time flex and regular part-time employees have preference in respect to annual vacations within their department according to their seniority provided they file applications before March 1st of each year for vacations to be taken in that year. On or before March 15th, the Company shall provide written conformation (in hard or soft copy, or via the Company's scheduling software) of approval or denial of vacation requests filed before March 1st on or before March 15th. Employees will be granted vacation on a first-come, first-served basis for vacation in the months of January and February in each calendar year and when applications are not filed before March 1st. The Company shall provide written conformation (in hard or soft copy, or via the Company's scheduling software) of approval or denial of these vacation requests within fourteen (14) calendar days). Should the employee request a hard copy, the Company will provide it. Employees with less than two (2) weeks' vacation entitlement must take their entitlement at one time unless otherwise permitted by the Company. Employees with four (4) weeks or more vacation entitlement must take their entitlement in at least two (2) periods, no period being greater than three (3) weeks, unless otherwise permitted by the Company. An employee must take at least one (1) week of vacation at any one time, unless otherwise permitted by the Company. In special circumstances and upon written request to the General Manager, four (4) weeks of vacation may be scheduled; permission in this regard will not be unreasonably withheld.
- (b) Once vacations are approved they cannot be changed unless mutually agreed to by the employee(s) and management.

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

**14.08** When an employee's service terminates and they have not had their annual vacation or received vacation pay, the Company shall pay to the employee, in addition to other monies due to them, the appropriate percentage of vacation pay pursuant to Article 14.04.



**14.09** Vacation should be taken in the year it is earned. Nothing in this article restricts the Company's right to schedule vacation subject to operational need. Near the end of the calendar year the Company will meet with the Union to discuss unused vacation entitlement. There shall be no carry over of vacation from one calendar year beyond January 31 of the following year. The exception to this article is those employees on a medical or pregnancy/maternity/parental leave, those employees will be required to take vacation in the year of their return to work.

**14.10            Serious Illness or Injury, or Leave of Absence**

If an employee has a serious illness or is involved in an accident while on vacation , or if an employee is on an approved leave of absence during scheduled vacation, the cancelled vacation days will then be rescheduled at a time to be agreed upon between the employee and the Company. The Company reserves the right to require medical information as per Article 18.08(c).

**ARTICLE 15    LEAVE OF ABSENCE**

**15.01            GENERAL LEAVE**

- (a) Employees may be granted leaves of absence without pay for sufficient reason subject to the needs of the business. Leave requests will not be unreasonably denied.
- (b) An employee granted a leave of absence shall be considered having quit if they do not return to work on the date stated for return except in an emergency beyond the employee's control.

**15.02            UNION LEAVE**

- (a) Upon seven (7) days' notice before the schedule posting date in writing to the Company, an employee who has been elected or appointed by the Union to attend Union functions shall be granted a leave of absence without pay for this purpose. With the Company's permission, up to three (3) employees may be on leave at any one time. Such leaves are not to exceed one (1) week. If the leave request cannot meet this timeline, the parties will meet and discuss the request.
- (b) The Company will grant one (1) employee leave of absence without pay for up to four (4) months per contract year to do work for the Union. During absence under this clause, an employee's seniority continues to accumulate. They will return to work at the job they left. It is further agreed that each calendar year's leave of absences will not run consecutively. An employee returning from a leave of absence under Article 15.02 (b) shall not be entitled to another leave of absence until they have worked in the store for a time equal to half (1/2) of their most recent leave of absence.
- (c) Leaves of absence without pay shall be granted to members of the Union selected by the Union to do negotiations with the Company.
- (d) The Company shall grant a leave of absence without pay to an employee appointed or elected to Union Office. The employee must provide the Company with as much notice as possible of their intention to return to work for the

Company, which shall be no less than five (5) days. If the employee fails to return to work within thirty (30) calendar days following the end of their term with the Union, their seniority shall be lost and their employment deemed terminated.

- (e) Employees absent on approved union leave will continue to have their regularly scheduled wages and applicable benefits paid by the Company. Any benefits paid by the Company prior to the leave will be continued (provided the benefits provider permits). Any benefits paid by the employee prior to the leave will also be continued (provided the benefits provider permits) if the employee or Union advances the premiums. The Company will invoice the Union for wages and Company paid benefits paid while on union leave, subject to article 18.13, and the Union will promptly reimburse the Company for the invoiced amount. The parties agree that employees absent from the workplace on union leave are not acting in the course of employment with the Company. The parties further agree that the periods of union leave will generally avoid overlap with the store's busiest periods, including Bay Days, November, December and the week prior to inventory.

### **15.03 BEREAVEMENT LEAVE**

- (a) In the event of the death of a member of their immediate family, a full-time flex or a regular part-time employee will be granted up to five (5) consecutive days leave of absence with pay commencing with the date of death and concluding with the day following the funeral. The Company will apply the bereavement leave entitlement to a celebration of life ceremony which falls outside of the timeframe set out above as long as the celebration of life ceremony is conducted within six (6) months of the date of death. An employee may also request additional unpaid leave. Such requests will not be unreasonably denied.
- (b) In the event of the death of a member of their immediate family, an auxiliary employee will be granted a leave of absence with pay for scheduled shifts commencing with the date of death and concluding with the day following the funeral to a maximum of 3 shifts. An employee may also request additional unpaid leave. Such requests will not be unreasonably denied.
- (c) "*Immediate family*" shall be understood to include the employee's mother, father, son, daughter, sister, sister-in-law, brother, brother-in-law, spouse, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, step-parents, stepchildren and foster-children. Common-law relationships, including same-sex relationships, will be recognized as above.

### **15.04 JURY OR WITNESS DUTY**

An employee called to jury duty or subpoenaed as a witness (provided neither the employee nor the Parties to this Agreement are litigants) shall be paid for each day of service on which they were scheduled to work, the difference between their regular

straight time rate and the payment they receive for service. The employee will present proof of service and of the amount of pay received.

**15.05 PREGNANCY/MATERNITY AND PARENTAL LEAVES**

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

**15.06 FAMILY LEAVE**

An employee is entitled to up to five (5) days of unpaid leave per calendar year to meet responsibilities related to the care, health or education of any member of the employee's "*Immediate family*", which means the spouse, child, parent guardian, sibling, grandchild or grandparent of an employee and any person who lives with the employee as a member of the employee's family.

**ARTICLE 16 PROCEDURE FOR SETTLING DISPUTES**

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

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

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

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

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

***Step One***

Within ten (10) days after the alleged grievance has arisen, or within ten (10) days from the time the employee should reasonably have known of the occurrence of the event, the employee and their Shop Steward may present the grievance in writing to their manager. The manager shall reply in writing within three (3) days. Failing a

satisfactory settlement, the Union may proceed to Step 2. The Union and Company may mutually agree to bypass Step 2 and proceed to Step 3.

***Step Two***

Within five (5) days from the time settlement could have been made in the previous Step, the employee, accompanied by the Grievance/Unit Chairperson or Local Union Representative, may present the grievance in writing to the Store Manager and/or designate. The Store Manager and/or designate shall reply in writing within five (5) days of presentation of the grievance under Step 2. Failing a satisfactory settlement at this stage, the employee may process the grievance to Step 3.

***Step Three***

Within ten (10) days from the time settlement could have been made within the time limits of the previous Step, the Grievance/Unit Chairperson or Local Union Representative and/or Staff Representative or designates thereof, may take the matter up with the Store Manager and/or their designate. Prior to submission to the Manager, there shall be a written statement outlining the nature of the grievance, the remedy sought and the section or sections of the Agreement which are alleged to have been violated. The Manager shall reply in writing within five (5) days of the presentation of the grievance under Step 3.

- 16.03** Time limits may be extended by mutual agreement between the Company and the Union.
- 16.04** If either Party fails to act within any of the time limits, or within an agreed upon extension, it will be deemed that Party has abandoned its position and that the position of the other Party has been established, except in a case where the Union or the Company withdraws the grievance.
- 16.05 (a)** Any agreement between the Company and the Union shall be final and binding upon the Company, the Union and the employee(s) concerned.
- (b)** Answers shall be given in writing to the Union on a first, second and third stage grievance and shall be sent to the grievor, the Shop Steward involved and the Grievance/Unit Chairperson or Local Union Representative.
- 16.06** If it is not practical to follow the steps in the grievance procedure because some department may have no Company or Union representative or the Company or Union representative is not available, then by mutual consent the next step may be proceeded to.
- 16.07** The grievance procedure shall be carried out on the Company's property or at such other place or time as the Union and the Company shall mutually agree upon.
- 16.08** If it is necessary for a Shop Steward or other employee(s) to take time off during working hours in connection with a grievance, they must notify their supervisor and they must arrange a mutually satisfactory time. Time off shall not be unreasonably withheld.

**ARTICLE 17     ARBITRATION**

- 17.01**           Either Party must within thirty (30) calendar days of the completion of Step 3 of the grievance procedure outlined in Article 16, notify the other Party in writing of its desire to submit to arbitration an unsettled grievance relating to the application, operation, interpretation or alleged violation of this Agreement, including any question as to whether the matter is arbitrable.
- 17.02**           Should the Parties mutually agree to submit the matter to a single Arbitrator, then within seven (7) days following such notice, or such other mutually agreeable timeframe, the Parties will agree upon a mutually acceptable single Arbitrator.
- 17.03**           The Arbitrator shall render a binding decision following an arbitration hearing.
- 17.04**           The Parties shall jointly bear the costs of the Arbitrator. Each of the Parties shall bear the expenses of any witnesses called by it. No costs of arbitration shall be awarded to or against either Party.
- 17.05**           Arbitration procedures shall be expedited by the Parties.
- 17.06**           At arbitration, the Parties may have the assistance of the employee(s) concerned and any necessary witnesses.
- 17.07**           An Arbitrator named in accordance with this Article shall be governed by the provisions of this Agreement and shall not have the right to add to, delete from, to change, or make any decision contrary to the provisions of this Agreement. The decision of the Arbitrator shall be final and binding on both Parties. Except as otherwise provided in this Agreement, no Arbitrator may award retroactively beyond thirty (30) days preceding the date of the written grievance.

**ARTICLE 18     GENERAL PROVISIONS**

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

For the purpose of international aid and development, the Company agrees to deduct on an annual basis on pay period twenty-six (26), the amount of one cent (\$0.01) per hour from the wages of all employees in the bargaining unit as of the date of the deduction, for all hours worked by that employee during the preceding year. The amount so deducted shall be payable to the *'Steelworkers Humanity Fund'* and forwarded to:

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

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

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

It is agreed that the total for each employee's yearly deduction will be entered in Box 46 (Charitable Contribution) of the Revenue Canada T4 slip for the year it has been deducted. For this purpose, the payroll department will note the following Charitable Donation number for the "Humanity Fund":  
R1 19172278RR 0001.

**18.05                    TERMINATION PAY**

1. A Notice Period (or Pay in Lieu of Notice) as per Employment Standards.

2. (a) For up to five (5) years of service:

One (1) week of Termination Pay for every year of complete service.

(b) More than five (5) years of service:

Five (5) weeks for the first five (5) years of service, plus one point five (1.5) weeks per completed year of service for each subsequent year up to a maximum of thirty (30) weeks in total.

It is understood that an employee who receives Termination Pay will lose their seniority and their employment will be terminated for all purposes.

**18.06 (a)** Employees required to wear articles of clothing with the Company logo by the Company shall have such articles of clothing supplied and kept in good repair

without cost to the employee. The store's uniform policy will be consistent with the Company policy across Canada.

- (b) It is agreed that employees in the Cosmetic/Fragrances department will be supplied uniforms by the Cosmetic/Fragrances Company when required at no cost to the employee. The Parties agree that employees will launder and maintain their uniforms. The Company will pay for any alterations when required.
- (c) Where an employee's personal clothing becomes abnormally soiled, or damaged at work, by circumstances beyond the control of the employee, the Company will be responsible for the dry cleaning, repair or replacement of the item.

**18.07** No employee shall be asked to make a written or verbal agreement with the Company regarding hours of work, wages or working conditions contrary to the terms of this Agreement.

**18.08 (a) NOTICE REQUIRED**

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

(b) **REASONS FOR ABSENCE**

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

(c) **MEDICALS**

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

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

Any fee charged by the medical expert to which an employee is referred by the Company will be paid by the Company and the employee will be reimbursed in these circumstances for any reasonable travel costs associated with attending at the office

of such medical expert. It is understood that employees will not suffer any loss of wages arising from application of this clause.

The Company will provide a Record of Employment for medical employment insurance purposes in a timely manner.

**18.09 BULLETIN BOARDS**

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

**18.10 COLLECTIVE AGREEMENTS**

The Company and the Union will jointly share the cost of printing the Collective Agreement subject to a maximum contribution by the Company of five hundred dollars (\$500.00).

**18.11 EMPLOYEE RECORDS**

- (a) When an employee receives discipline from the Company (defined as any written record of a verbal warning, written warning, record of suspension and/or termination), such record of discipline shall remain on the employee's record subject to the provisions of paragraph (b). The Company will have just cause before issuing any verbal warning, written warning, record of suspension and/or termination. The Union will receive a copy of the written record/letter of discipline.
- (b) Provided that the employee receives no discipline of a similar kind for a period of two (2) years, the disciplinary notations in the employee's record will not be relied on, and will be removed when they come to the Company's attention. Where an employee does not have a clean disciplinary record for a period of two (2) years, all disciplinary notations in the employee's record shall be considered relevant for the purposes of progressive discipline.

**18.12** In the event the Company requires an employee to attend a meeting where discipline will be issued, the employee will be advised of the purpose of the meeting, and the employee can request a union representative to observe the meeting. Failure to comply with this provision shall not affect the validity of the discipline.

**18.13** The Company agrees to recognize the Negotiating Committee of up to three (3) employees. Such committee members will be paid by the Company for all regular hours spent in negotiations up to seven and one-half (7 1/2) hours per day for a maximum of eight (8) days, unless the Parties mutually agree to additional days.



**ARTICLE 19 INSURANCE BENEFITS**

- 19.01** It is agreed that the application of the Company benefits shall continue in respect to the employees in conformity with their general application throughout the Company. While the application of coverage of such benefit plans may be the subject of a grievance, it is understood that the benefits plans are not part of the Collective Agreement, and are not themselves subject to the grievance procedure or arbitration. For further clarity, it is clearly understood that the Company's only obligation pursuant to this Agreement with respect to benefits coverage is the payment of its portion of the premiums. Any problems or disputes with respect to benefits coverage, including but not limited to the insurer acknowledging or honouring a claim, is a matter as between the employee(s) and the insurer and shall not be the subject of grievance or arbitration under this Agreement.
- 19.02** The Company will ensure that each employee in the bargaining unit is provided an outline of the insurance benefits.
- 19.03** The Company will consult with the Union before introducing changes to the insurance benefit package.

**ARTICLE 20 COMMISSION SALES**

If the Company directs on the job shadowing for Major Home Fashions associates, the senior employee will receive their non-productive/non-sell rate and any sales that occur will be credited to the junior employee. This must be pre-approved by management and is not part of the usual product knowledge training.

- 20.01** Commission policies for the Kamloops Store, other than those fixed for the duration of this Collective Agreement by its terms, will be applied in conformity with their general application throughout the region.

Commission sales employees must abide by the guidelines established in the Commission Manual or Commission Manuals established by the Company for the region as a whole.

Those commission policies fixed for the duration of this Collective Agreement by its terms may be eliminated by the Company provided affected employees are made whole by increasing their base wage to an amount equal or above their earnings during their last twelve (12) months of active employment, whether consecutive or not (which includes both base wage and commission earnings).

If any commission policies fixed for the duration of this Collective Agreement by its terms are eliminated by the Company: (i) the existing affected employees shall be entitled to the wage increases received by other employees pursuant to the attached wage grid and its Appendix A, and (ii) the role (*i.e.*, Major Home Fashions Associate or Beauty Advisor & Fragrance Consultant) will be moved to Wage Group 2 as per the attached wage grid.

- (a) Guarantee with Variable Commission:**

The Company will maintain the guarantee with variable percentage commission program for major home fashion employees. New major home fashion employees will have the same minimum hiring rate as Wage Group 1. Every February, they will have the guaranteed rate amended based on previous year's earnings. Appendix A does not apply to major home fashion employees.

The parties agree that the optimum complement of home fashion employees is 5 based on annual volume of \$1,500,000.

An additional full time home fashion employee may be added once volume reaches \$1,850,000 in any 12 month period and the total gross commission earnings earned on the new volume level exceeds the total gross commission earnings from the preceding 12 month period by \$18,000.

Going forward, the complement of home fashion employees may be increased by 1 every subsequent time volume increases by \$350,000 and total gross commission earnings exceed the total gross commission earnings from the preceding 12 month period by \$18,000. Additionally, a 7<sup>th</sup> –or subsequent- home fashion employee will not be hired until at least 12 months have elapsed since the most recent hiring.

The Company retains the discretion to staff the major home fashion area to optimum numbers. Before a new home fashion employee is hired the Company will provide the Union with a report showing the increase in sales volume and the change in gross commission earnings.

Any new home fashion employee who cannot match their draw during their probationary period may be dismissed before the conclusion of their probationary period for that reason or any other reason.

If the volume of sales drops by \$200,000 in a 12 month period, the Company will reduce the number of home fashion employees by 1 by way of reverse seniority. Home fashion employees who are reduced due to a decline in sales volume will not be entitled to displace other employees pursuant to Article 10.01.

In the event of a major plan to expand existing business or to open new ones, the Company and the Union will meet to discuss the above requirements to reach a mutual agreement.

The Union and Company further agree that a business plan to add employees outside of these parameters will be examined on its own merits and in good faith.

**(b) Cosmetic and Fragrance Departments:**

Hourly rate plus three percent (3%), subject to Appendix B.

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

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

**20.04 Commission Sales Training**

The costs of any training the Company mandates for employees working in commission sales areas will be paid for by the Company (including, if applicable, hotel, travel, per diem, *etc.*).

**ARTICLE 21 TECHNOLOGICAL CHANGE**

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

**ARTICLE 22 HARASSMENT INCLUDING SEXUAL OR RACIAL**

**22.01** The Company and the Union agree to subscribe to the principles of the Human Rights Code of British Columbia, which Act prohibits harassment in the form of discrimination because of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical disability, mental disability, sex, sexual orientation, gender identity or expression, age or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person.

**22.02** The Company acknowledges its duty to provide a workplace which is free from all harassments including sexual and racial harassment. The Union will not tolerate or condone harassment of any kind whatsoever including sexual or racial harassment by any of its members.

**22.03** The Company and the Union agree that retaliation or threats of retaliation against a person because that person complains or has complained or is named or was named in a complaint of harassment including sexual or racial harassment, gives evidence or otherwise assists in respect of a complaint constitutes prohibited harassment.

**22.04** An employee who complains of harassment including sexual or racial harassment by virtue of the alleged conduct of an employee within or outside of the bargaining unit will report such harassment to management and management will be provided a reasonable opportunity to have the matter resolved.

**22.05** Where the complaint is not resolved by management to the satisfaction of the employee, the complaint may be referred by the Union to an outside investigator who will investigate the complaint, resolve it with the agreement of the affected employees or provide the Company and the Union with a report of the investigation.

**22.06** This process is intended to be strictly confidential so far as permitted within the prescriptions of law and the requirements of due process.

**22.07** An employee may seek the assistance of a Union representative of their choice during any part of the procedure without unduly delaying the process.

- 22.08** If, in the investigator's opinion, the complaint is without merit or is not a properly grounded complaint pursuant to this Collective Agreement, they may refuse to commence a formal investigation, or otherwise bring the complaint to a conclusion.
- 22.09** The investigation shall be completed within thirty (30) days following the commencement of the formal investigation stage. Once the investigation has been completed, the investigator's report will be discussed by the investigator with the complainant, the Union, the alleged harasser and the Company.
- 22.10** The investigator will submit a written report with any recommendations to the Company and the Union. The recommendations will not include discipline or discharge for anyone. With the exception of any proceedings external to the Collective Agreement, the investigator's report will not be referred to by either the Union or the Company.
- 22.11** The investigator will be chosen by the parties by mutual agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**FOR THE COMPANY:**

\_\_\_\_\_  
Jim Marcenko

\_\_\_\_\_  
Kevin Jewson

\_\_\_\_\_  
Ana Araujo

**FOR THE UNION:**

\_\_\_\_\_  
Ken Helin

\_\_\_\_\_  
Christine McBride

\_\_\_\_\_  
Jordan Lawrence

\_\_\_\_\_  
Sean Ball

\_\_\_\_\_  
Phil Ducharme



**HUDSON'S BAY WAGE RANGES – KAMLOOPS**  
**Effective June 1, 2022**

<b>Wage Group</b>	<b>Position Title</b>	<b>Minimum Hiring Rate</b>
1	Sales Associate (Non-Commission) Beauty Advisor & Fragrance Consultant (Base + 3% Commission) Major Home Fashions Associate Operations Associate Seasonal Associate Clerical	<b>BC MIN WAGE + \$0.25</b>
2	Sales Lead (Non-Commission) Operations Lead	<b>BC MIN WAGE + \$1.00</b>

Counter Manager D (Base +3% Commission)	SA 219	<b>BC MIN WAGE + \$0.25</b>
Counter Manager C (Base +3% Commission)	SA 218	<b>BC MIN WAGE + \$0.25</b>
Counter Manager B (Base +3% Commission)	SA 217	<b>BC MIN WAGE + \$0.25</b>
Counter Manager A (Base +3% Commission)	SA 216	<b>BC MIN WAGE + \$0.25</b>

**APPENDIX "A"**

1. No employee shall be paid less than the minimum hiring rate.
2. Any employee who does not receive a wage increase on June 1, 2022 as a result of the implementation of the new wage grid / minimum wage increase shall receive the following wage increases:
  - (a) June 1, 2022 – 1.25%
  - (b) December 1, 2022 – 1.0%
3. An employee who moves up permanently from a position in wage group 1 to wage group 2 pursuant to Articles 9 or 10 of the Collective Agreement shall have their wage rate increased by \$0.75. An employee who moves temporarily between positions in wage group 1 and wage group 2 will have their wage rate adjusted up or down by \$0.75 respectively.
4. Qualified employees who are scheduled as First Aid attendants will be paid a First Aid premium of \$0.40 per hour. Qualified employees who are directed by the Company to conduct training of new employees as the Trainer shall receive a training premium of one dollar (\$1.00) per hour for all hours worked as a Trainer.
5. Any new hire shall not be hired at a higher wage than any existing employee in the same employment category (as per the note in Article 10.01(b) of the Collective Agreement) and position title (as per the wage grid above) if the existing employee has more experience with the Company than the prospective new hire. However, if the prospective new hire has relevant retail and/or customer service experience, the Company may ask the Union to allow it to hire the prospective new hire at the same rate as an existing employee in the same employment category and position title. The Union shall not unreasonably deny such permission.

## **APPENDIX “B”**

1. Cosmetics and Fragrance employees will continue to be compensated at a base rate plus commission model, but a cosmetic employee will have the opportunity to advance to various levels provided they meet the criteria set out below, and the Company, in its sole discretion, determines that the individual is suitable for advancement, and that the economic strength of the store can support a cosmetic employee advancing to another level. When determining individual suitability, the process set out in Article 9.03 may be used.
2. Each line will have no more than 1 Counter Manager, and there may be no Counter Manager for a specific line.
3. If sales volume drops and as a result the Counter Manager does not meet the criteria for their level over 2 fiscal years, they will move down to the appropriate level.
4. If a counter with more than 1 line is split into more than 1 counter, the incumbent counter manager will stay at the same level if they retain responsibility for one of the new counters. A new counter manager may be appointed at the appropriate level based on the sales volume of the new counter.
5. Effective June 1, 2022, the minimum hiring rate for a Counter Manager is the B.C. provincial minimum wage plus \$0.25.
6. When the Company directs on the job shadowing to occur, the senior employee will receive their non-productive/non-sell rate and any sales that occur will be credited to the junior associate. This must be pre-approved by management and is not part of a counter manager’s usual duties.

### **Beauty Advisor & Fragrance Consultants**

The following is a non-exhaustive list of expectations:

- Provides exceptional customer service
- Reports to the designated counter manager and/or cosmetic sales manager
- Helps with the execution of special events, seasonal GWP, holiday programs, etc.
- Assists in maintaining counter image and merchandising standards
- Communicates to the counter manager any stock needs and concerns
- Attain the required key performance indicators (KPIs) and daily sales goal as outlined by each line

### **Counter Manager – Level D**

- Manages a counter with one or more brands with a sales volume up to \$150,000
- Usually no supervisory responsibilities
- Counter responsibilities as outlined above
- Base salary shall include at least the same as Beauty Advisor/Fragrance Consultant

### **Counter Manager – Level C**

- Manages a counter with a sales volume of \$150,000 to \$300,000
- May be required to oversee up to one FTE (could be one full time person or 2 part time/auxiliary)



- Responsibilities as outlined above
- Base salary shall include at least a 5% premium over what they would receive as a Beauty Advisor/Fragrance Consultant

**Counter Manager – Level B**

- Manages a counter with a volume of \$300,000 to \$500,000
- May be required to oversee up to two FTE (could be 2 full time or 1 full time and 1 or 2 part time/auxiliary)
- Responsibilities as outlined above
- Base salary shall include at least a 10% premium over what they would receive as a Beauty Advisor/Fragrance Consultant

**Counter Manager – Level A**

- Manages a counter with a sales volume of \$500,000 to \$1 million
- May be required to oversee up to three FTE (could be 3 full time or 1 or 2 full time and part time/auxiliary)
- Responsibilities as outlined above
- Base salary shall include at least a 15% premium over what they would receive as a Beauty Advisor/Fragrance Consultant

**LETTER OF UNDERSTANDING #1**

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

**AND:**               **UNITED STEELWORKERS OF AMERICA, LOCAL UNION 1-417**  
*(hereinafter called "the Union")*

**RE: SHOPPERS AND MINI SHOPPERS**

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

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

**LETTER OF UNDERSTANDING #2**

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

**AND:**               **UNITED STEELWORKERS OF AMERICA, LOCAL UNION 1-417**  
*(hereinafter called "the Union")*

**RE:   TRANSFERRED EMPLOYEES**

The Parties agree that for the purpose of this Agreement the seniority date for all employees will be their first day of hire.

For Hudson's Bay employees that are transferred from other Hudson's Bay stores or from Management, the Parties further agree that for seniority purposes they will be considered as new employees and their first day in the bargaining unit will be their first day worked for calculation of seniority.

The Parties also agree that benefits such as pensions and vacations may be carried from other Hudson's Bay locations to the Kamloops store.

**LETTER OF UNDERSTANDING #3**

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

**AND:**               **UNITED STEELWORKERS OF AMERICA, LOCAL UNION 1-417**  
*(hereinafter called "the Union")*

**RE: INTRODUCTION OF FULL-TIME FLEX SCHEDULING**

The parties agree that the following employees are grandfathered as regular part time employees as long as they remain in that position. Moving to a different position will cause employees to move to flexible scheduling:

1.     Carol Peters           Regular Part Time
2.     Catherine Pile        Regular Part Time

The parties further agree that these are the last grandfathered regular part time positions in the store, with the exception of cosmetics positions that may remain as RPT in compliance with the corporate policies, as reflected in article 20.01 of the collective agreement.

**LETTER OF UNDERSTANDING #4**

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

**AND:**               **UNITED STEELWORKERS OF AMERICA, LOCAL UNION 1-417**  
*(hereinafter called "the Union")*

**RE: KEYHOLDER**

This job is an associate position (union). The Keyholder will complete the resolution of customer service issues, opening and closing store duties, the movement of associates based on customer service needs.

The Company may appoint up to three Keyholders.

- Associates interested in the Keyholder position will be selected based on the Job Description criteria and with Union consultation so that the customer needs of the store are met.
- Full-Time Associates will be selected first and then Part-Time Associates will be considered. If there are multiple candidates, the selection will be made based on seniority first and then performance and availability.
- Keyholders will receive an additional \$1/hour.
- Keyholders will be provided training on opening and closing the store.
- Keyholders will be subject to HBC's security check (BACKCHECK) if they do not have this clearance on file.

**LETTER OF UNDERSTANDING #5**

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

**AND:**                 **UNITED STEELWORKERS OF AMERICA, LOCAL UNION 1-417**  
*(hereinafter called "the Union")*

**RE:   NARINDER DHILLON**

Given Ms. Dhillon's 40 years of service with the Company, the parties agree Ms. Dhillon is the last remaining regular full-time employee at the Kamloops store, thereby otherwise eliminating the classification of regular full-time employee from the Kamloops store (consistent with other HBC stores across the country).

Ms. Dhillon's entitlements are the same as flex full-time employees with the exception of as follows:

- The normal work week for Ms. Dhillon shall consist of thirty-seven and one-half (37½) hours per week and the normal work day for Ms. Dhillon shall consist of seven and one-half (7½) hours per shift exclusive of an unpaid meal period. The work week shall consist of five (5) days.
- Ms. Dhillon shall be compensated at time and one-half (1½) her regular straight time hourly rate for all hours worked in excess of seven and one-half (7 1/2) hours in a day and thirty-seven and one-half (37 1/2) hours in a week, but excluding from the calculation hours worked in excess of seven and one-half (7 1/2) hours in a day.
  - Note: There shall be no duplication or pyramiding of hours worked for the purpose of computing overtime.

**LETTER OF UNDERSTANDING #6**

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

**AND:**               **UNITED STEELWORKERS OF AMERICA, LOCAL UNION 1-417**  
*(hereinafter called "the Union")*

**RE:   REGULAR FULL-TIME EMPLOYEES**

The regular full-time employment category was eliminated from the Kamloops collective agreement in 2019 (consistent with other HBC stores across the country). However, the Parties agree should the Company wish to reintroduce the regular full-time employment category at the Kamloops store, the Company and Union will meet to discuss implementation.

Unless the Parties agree otherwise, the presumption is the terms and conditions of employment for regular full-time employees as per the 2015-2019 collective agreement will be resumed upon reintroduction of the regular full-time employment category. This includes a regular work week of thirty-seven and one-half (37½) hours, a regular work day seven and one-half (7½) hours exclusive of an unpaid meal period, a regular work week of five (5) days, and an overtime threshold based of the aforementioned regular work week and day.

**LETTER OF COMMITMENT**

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

**AND:**               **UNITED STEELWORKERS OF AMERICA, LOCAL UNION 1-417**  
*(hereinafter called "the Union")*

**RE:   CONTRACTING OUT**

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