

Collective Agreement

Between

Hudson's Bay Company (Vancouver Logistics Centre)

(the "Company")

And

Teamsters Local Union No. 31

(the "Union")

April 1, 2010 to March 31, 2013

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Article 1 - Purpose

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Company and the Union and the associates covered by this agreement and to provide a mechanism for the timely disposition of grievances.
- 1.02 It is recognized by this Agreement to be the duty of the Union, the Company and the associates to fully co-operate individually and collectively for the advancement of the purposes of this Agreement.
- 1.03 The Union recognizes that the business in which the Company is engaged is highly competitive and that the Company's objective is to be able to maintain an efficient, cost effective operation and improve itself in a highly competitive market. The Company recognizes that it is the Union's objective to work for a safe, respectful and progressive work environment for the Company's associates.
- 1.04 The Company and the Union agree that this Agreement is the complete agreement between them and that no other understandings or agreements and no past practices shall be binding on the Company or the Union during the term of this Agreement unless agreed to in writing between the Company and the Union subsequent to the date of execution of this Agreement.

Article 2 – Scope and Recognition

- 2.01 The Company agrees to recognize the Union as the sole bargaining agent for all associates of the Company employed at and from 18111 Blundell Road, Richmond, BC, except loss prevention, quality control, human resources, import clerical and business process improvement and those excluded by the *Labour Relations Code*.
- 2.02 Persons not in the bargaining unit will not perform the work normally done by an associate in the bargaining unit with the exception of:
- a) training or instruction purposes,
 - b) emergencies,
 - c) safety hazards, or
 - d) performance of tasks by maintenance supervisor personnel consistent with the past practice that existed as at the date of the execution of this Agreement.
- 2.03 It is understood that the performance of such work will not result in the layoff of regular bargaining unit associates.

Article 3 - Interpretation and Definitions

Definitions

The following types of associates are defined for clarity for this Agreement.

Associate

The term "associate" shall mean an employee covered by the provisions of this Agreement unless otherwise indicated by the context.

Full Time Associate

The term "full time associate" shall mean any associate awarded a full time posting.

Part Time Associate

The term "part time associate" is any associate awarded a part time posting and who is regularly scheduled to work a regular schedule of less than full time hours.

Auxiliary Associate

The term "auxiliary associate" shall mean an associate without a permanent posting and who is assigned work on an as and when required basis.

Temporary Associate

The term "temporary associate" shall mean an associate hired for a definite term not to exceed four (4) months. Temporary associates are not considered to be associates to whom this Agreement applies with the exception of Article 5 and Article 9.02.

Agency Personnel

Personnel supplied to the Company by a temporary employment agency are deemed not to be associates of the Company and are not covered by the terms and conditions of this Agreement.

Gender

In this Agreement unless otherwise indicated by the context, the male gender includes the female gender and *vice versa*.

Article 4 - Management Rights

4.01 The Union recognizes that the management of the Company and the direction of the workforce is fixed exclusively in the Company and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company to:

- a. maintain order, discipline, and efficiency;
- b. hire; retire at normal retirement age, unless contrary to law; assign; direct; promote; classify; layoff; recall; discharge or otherwise discipline non-probationary associates for just cause;
- c. determine the nature and kind of business conducted by the Company, the products to be carried, handled or processed, the kinds and locations of distribution centres, equipment, merchandise, goods and fixtures to be used, the control of material and goods, the methods and techniques of work, the schedules of work, the number of personnel to be employed; make studies of and institute changes to operation or part thereof;
- d. make and enforce and alter from time to time rules and regulations to be observed by associates;
- e. discipline or discharge a probationary associate for any reason satisfactory to the Company provided such is done in good faith, in a non-discriminatory fashion and grounded in fact;
- f. search and verify contents of bags, packages, lockers or other containers.

4.02 Management rights shall be exercised in conformity with, and shall not contravene, the provisions of this Agreement.

4.03 Medical Certificates

Where a medical certificate or note is requested by the Company the request shall be complied with. The Company will pay the reasonable cost of such a certificate or note up to a maximum of \$30.00.

Article 5 - Union Security and Dues

5.01 Every associate of the Company covered by this Agreement shall become a member of the Union in good standing within fourteen (14) days of his commencement of employment and remain a member of the Union in good standing during the whole of the term of this Agreement as a condition of employment with the Company, save as hereinafter expressly provided.

- 5.02 The Company will ensure that when each new associate is hired he will sign the Union authorization card authorizing the Company to deduct from his earnings Union initiation fees, Union dues and other general assessorial charges in accordance with the Constitution and Bylaws of the Union of which he is a member and so indicated on the monthly or quarterly check off list as provided by the Union to the Company.
- 5.03 Executed Union membership application cards and death benefit cards shall be furnished to the Union within seven (7) days of commencement of employment.
- 5.04 The Company agrees to deduct from the wages of each associate in the bargaining unit the regular Union dues, initiation fees and general assessorial charges according to the local Union bylaws as certified by the Union in writing. During periods of absence where wages are not paid to the associate the Union will collect any dues required directly from the associate. Failing that the Company will deduct the outstanding dues when the associate returns to work at the request of the Union, based on the dues calculation provided by the Union.
- 5.05 Such deductions shall be made bi-weekly from the wages owing each associate in the bargaining unit. The Company shall remit all dues, initiation fees and general assessorial charges to the Union not later than the fifteenth (15th) day of the month following the month in which they were deducted. The remittance statement shall contain the associate's full name and the amount deducted (or the reason the deduction was not made).
- 5.06 The Union shall indemnify and save harmless the Company and its agents acting on behalf of the Company from any and all claims, demands, actions or causes of actions arising out of, or in any way connected with, the collection and remittance of such dues.
- 5.07 The Union shall provide the Company with thirty (30) days' written notice of any increase or decrease in the amount of dues, initiation fees and general assessorial charges to be deducted from the associates in the bargaining unit.

Article 6 - Union Representation

- 6.01 Stewards
- a. The Company acknowledges the right of the Union to appoint or otherwise select not more than three (3) designated stewards (one of whom may be designated as a Chief Shop Steward) and three (3) alternate stewards from amongst associates in the bargaining unit working the day shift, two (2) designated stewards and two (2) alternate stewards from amongst associates in the bargaining unit working the afternoon shift and one (1) designated steward and one (1) alternate steward from amongst associates in the bargaining unit working the night shift who have completed twelve (12) months continuous employment.

- b. The Union shall notify the Company in writing of the name of each steward before Management shall be required to recognize any person so selected.
- c. The Union acknowledges that the stewards have regular duties to perform on behalf of the Company and may not leave their regular duties without the consent of their immediate supervisor. Each steward shall, with the consent of their supervisor, be permitted to leave their regular duties for a reasonable length of time without loss of pay, to function as a steward as provided in this agreement. Such consent will not be unreasonably withheld. The Company reserves the right to limit the amount of time taken to perform the duties of a steward, if, in the Company's opinion, such time is excessive. If in the course of such time away from his regular duties the steward visits another department, he shall, upon entering that department, advise the supervisor of that department, or his designate, of the nature of his business.
- d. It is understood that the shop stewards shall have the assistance of a business agent or other Union representative regarding any Union matters dealt with at a meeting between the Company and the Union if either party so requests. It is understood that the Union representative, whenever entering the Company's premises shall first secure permission of the senior Building Manager or his representative. Such permission shall not be unreasonably withheld.
- e. An authorized representative of the union will request and have access to the distribution centre during working hours for the purpose of investigating conditions related to this agreement and shall in no way interrupt the company's working schedule or production and shall observe all applicable safety and security requirements. Such representative will observe the requirements of 6.01 (d) and will be escorted during their attendance in the building by an active steward who is on a scheduled break.

6.02 Negotiating Committee

- a. The Company agrees to recognize not more than three (3) associates appointed or elected by the Union who have completed six (6) months continuous employment for the purposes of negotiating a renewal to this agreement. The three (3) associates appointed or elected to the Union's bargaining committee shall not all be from the same department. An unpaid leave of absence will be granted to such associates to attend bargaining sessions with the Company and the Company will approve an unpaid leave of absence to such associates provided such requests are reasonable. The associate must provide at least seven (7) days notice to their supervisor of such absence.
- b. The Company and the Union agree to equally cover the cost of renting rooms for collective bargaining purposes.

6.03 Bulletin Board

The Company shall provide space for a 36 inch by 48 inch locked glass encased bulletin board, located in the hallway between the warehouse and the cafeteria, for the sole purpose of posting union notices to its members. The Union Business Representative shall have a key to the board for the purposes of postings. Other than regular union meeting notices, all other notices will be initialled by the Union Business Representative or his designate and must be given to the senior building manager or his designate for approval before posting. Such approval shall not be unreasonably denied. The bulletin board shall be located to ensure it is visible to all bargaining unit members.

Article 7 - No Strikes or Lockouts

The Union agrees that during the life of this Agreement there will be no strikes, slowdown, or stoppage of work, either complete or partial, and the Company agrees there will be no lockout. The Union agrees that if any such action takes place it shall repudiate it forthwith.

Article 8 - Hours of Work

8.01 Work Week

- a. The work week for full time associates shall consist of thirty-seven and one-half (37.5) hours per week and the work day shall consist of seven and one-half (7.5) hours per shift exclusive of an unpaid meal period. The work week for all other associates shall consist of up to thirty-seven and one-half (37.5) hours per week and the work day shall consist of up to seven and one half (7.5) hours per shift exclusive of an unpaid meal period.
- b. The work week for full time associates shall consist of five (5) consecutive days during the following work weeks:
 - (i) Monday to Friday
 - (ii) Tuesday to Saturday
 - (iii) Sunday to Thursday
- c. In the event that the Company determines that there is a need to establish different work weeks from the above, the Company will provide the Union with advance notice of not less than two weeks prior to implementation. The Company further agrees to consult with the Union through the Joint Labour Management Committee prior to implementation of any such newly established work week.
- d. It is understood and agreed that the provisions of this Article shall not be considered a guarantee as to the hours of work per day or per week, the days of work per week, or a guarantee of working schedules.

8.02 Daily Shifts

- a. A day shift shall be any shift commencing and ending between 5:00am and 6:00pm.
- b. An afternoon shift shall be any shift commencing and ending between 1:00pm and midnight.
- c. A night shift shall be any shift commencing and ending between 10:00pm and 8:00am.

8.03 Shift Premiums

- a. Associates who work on an afternoon shift shall be paid a shift premium of \$0.50 per hour worked for the entire shift. Effective August 31, 2008, the afternoon shift premium shall be increased to \$0.65 per hour worked for the entire shift.
- b. Associates who work a night shift shall be paid a shift premium of \$0.65 per hour worked for the entire shift. Effective August 31, 2008, the night shift premium shall be increased to \$0.75 per hour worked for the entire shift.

8.04 Call In

- a. Any associate called into work shall be entitled to a minimum of four (4) hours pay.
- b. To qualify for the benefits of this Article, the associate will perform work as directed.
- c. Associates who have been called in to work and who are entitled to call in pay in accordance with this Article, may, if the Company allows them to do so, elect to book off work after two (2) hours and receive two (2) hours pay instead of four (4) hours under 8.04(a).

8.05 Shift Changes

- a. Where it is necessary to change the start time of an associate in a department which does not involve a change in the daily shift as defined in Article 8.02, the following shall apply:
 - (i) volunteers from the department in the same classification will be first asked if they wish to assume the changed start time. If there are more volunteers than is necessary then the senior qualified associates shall be given the changed shift start time.

- (ii) if there are insufficient or no volunteers for the changed start time then the changed start time shall be assigned to associates in reverse order of seniority from within the department.
- b. Where it is necessary to change the daily shift (days, afternoons or overnights) of an associate in a department the following shall apply:
 - (i) volunteers from the department in the same classification will be first asked if they wish to assume the daily shift. If there are more volunteers than is necessary then the senior qualified associate shall be given the changed daily shift.
 - (ii) if there are insufficient or no volunteers for the change in daily shift then the change in daily shift shall be assigned to associates in reverse order of seniority from within the department.
- c. Nothing in this Agreement shall prevent the Company from:
 - (i) assigning associates within a department to different job assignments in that department; and
 - (ii) temporarily assigning associates to work from one department to another due to operational requirements which do not involve a change in the associate's daily shift or shift start time. It is understood that volunteers to work in another department will first be canvassed subject to the right of the Company to assign an associate to work in another department based on the associate having a special skill or experience in the work required in the other department. If there are more volunteers than is necessary then the senior qualified associate shall be given the assignment.

8.06 Auxiliary and Temporary Associates and Agency Personnel

- a. Auxiliary and Temporary associates shall be assigned work in accordance with the needs of the business, which shall be determined solely by management, subject to any limitations expressed in this Agreement.
- b. Auxiliary and Temporary associates will not be used to deprive qualified full time associates of the opportunity to work full time hours or qualified regular part time associates of the opportunity to work the hours to which they are entitled to as a regular part time associate.
- c. Agency Personnel will only be used when the Company is unable to meet operational requirements using Full Time, Regular Part time, Auxiliary and Temporary associates.

- d. Auxiliary and Temporary associates shall not be compelled to work more hours in a calendar week than a full time associate may be compelled to work.

8.07 Overtime

- a. The parties to this Agreement recognize the needs of the business may require the performance of overtime work from time to time. The Company will attempt to advise associates of required overtime as far in advance as is practicable.
- b. Subject to (i) below, overtime shall be offered to senior associates in the department in which the overtime is required provided those senior associates are qualified and available to perform the work. Thereafter, overtime shall be offered to senior associates in the scheduling area provided those senior associates are qualified and available to perform the work. If there are still insufficient associates available to work overtime, the Company may assign associates qualified to perform the work in reverse order of date of hire, and then seniority.
- c. All time worked over and above seven and one-half (7.5) hours per day on any shift or over and above 37.5 hours in a work week which is authorized by the Company shall be deemed overtime.
- d. Authorized hours worked up to three (3) hours in excess of seven and one-half (7.5) hours in a shift shall be compensated at time and one half the associate's regular straight time hourly rate. Any authorized hours worked beyond three (3) in excess of seven and one-half (7.5) hours in any shift shall be compensated at two times the associate's regular straight time hourly rate.
- e. If an associate is authorized to work a sixth or seventh shift in their work week, hours worked on that shift shall be compensated at time and one half of the associate's regular straight time rate. If an associate is authorized to work a seventh shift, in addition to working the sixth shift in their work week, hours worked on that shift shall be compensated at two times the associate's regular straight time rate.
- f. For the purposes of calculating overtime, all paid hours in a day shall be considered hours worked.
- g. No associate will be compelled to work more than ten and a half (10.5) hours overtime in any week.
- h. There shall be no duplication or pyramiding of hours worked for the purpose of computing overtime or other premium payment.
- i. Except in cases of emergency or where it is unavoidable, no associate shall be offered a sixth or seventh shift unless all full time and regular part time associates

who have been affected by a short term layoff in that work week have first been afforded the opportunity for such work.

8.08 Breaks

- a. There shall be a thirty (30) minute unpaid meal period and two fifteen (15) minute paid rest breaks in each completed full shift.
- b. The Company will schedule breaks in accordance with the needs of the business, however, the Company will endeavor to schedule the meal period and rest breaks in such a way as to avoid breaks occurring at or near the beginning or end of the associate's shift.
- c. If the Company combines the paid rest periods into one (1) thirty (30) minute paid rest period, then meal period shall be scheduled in the first half of the shift and the combined rest break shall be scheduled in the second half of the shift.
- d. If the Company does not combine the paid rest periods, then:
 - (i) the meal period shall be scheduled between the third and sixth hour of the associate's shift; and
 - (ii) one rest period of fifteen minutes shall be scheduled during each of the first half and second half of the associate's shift.

8.09 Time Clock

All associates shall swipe identification badges in the time clock in their work area before commencing work and again upon leaving at the end of the day and as otherwise directed by the Company.

8.10 Split Shifts

It is understood that all work hours scheduled will be consecutive allowing for the designated meal and rest period. No split shifts are permitted by this Agreement.

Article 9 – Probation

9.01

- a. An associate shall have no seniority and shall be considered on probation until he has completed ninety (90) calendar days of work (for full time associates) or four hundred and eighty seven and one-half (487.5) hours (for auxiliary associates) since the last date of hire with the Company. Upon passing probation, an associate will have his name placed on the seniority list forthwith, with his seniority back-dated to his last date of hire,

and the associate shall be entitled to all rights and privileges as provided in this Agreement.

- b. The Company may discipline or discharge a probationary associate in its sole discretion for any reason satisfactory to the Company at any time during the probationary period, provided such discipline or discharge is done in good faith, in a non-discriminatory fashion and grounded in fact. It is agreed that if the discipline or discharge of a probationary associate is grieved, the grievance shall be limited to whether or not the discipline or discharge is done in good faith, in a non-discriminatory fashion and/or grounded in fact.
- 9.02 Notwithstanding the above, it is recognized and agreed that the Company may hire new associates on a limited term basis for up to four (4) months and the release of such an associate within the specified term of their temporary employment shall not give rise to a difference between the parties nor be the subject of a grievance for any reason whether or not the associate has worked sufficient time to have completed the normal probationary period. If the associate is retained after the end of their temporary employment, he shall be credited with all time worked toward the completion of probation as an auxiliary associate and, once that is completed, towards seniority as specified in this Agreement.

Article 10 – Seniority

- 10.01 The Company acknowledges and agrees with the principle that job security will increase with length of service subject to the application of the terms of this Agreement. Seniority will be computed from an associate's last date of hire with the Company. Seniority shall only be credited upon completion of the probation period. Specific seniority rights will apply only to the extent expressly provided in this Agreement. Seniority will not be lost or interrupted except where specifically provided in this Agreement.
- 10.02 In the event two (2) or more associates are hired on the same date their placement on the seniority list, following the probationary period, shall be determined by the luck of the draw by the parties.
- 10.03 Seniority of an associate shall be lost and his employment deemed terminated for any of the following reasons:
- a. he quits his employment; he retires;
 - b. he is discharged and such discharge is not reversed through the grievance or arbitration procedure;
 - c. he does not perform work for the Company in the case of lay-off for a period equal to the lesser of the length of their seniority or eighteen (18) months.

- d. he is absent from work without permission for more than three (3) consecutive working days, unless a reasonable explanation is given by the associate;
- e. he overstays a vacation or leave of absence without securing the extension of such vacation or leave of absence from the Company, unless a reasonable explanation is given by the associate;
- f. he is recalled to work, but fails to return within ten (10) calendar days of the receipt of mailing of notification to return. Such mailing shall be by registered mail to the last address of the associate that the Company has in its files for that associate;
- g. in the case of an auxiliary associate who is not on layoff, where the associate has not been offered work for more than six (6) months or where the associate has turned down five (5) consecutive shift opportunities. In such circumstances, the auxiliary associate will be removed from the auxiliary list; and
- h. in the case of an associate on a leave of absence, if the associate engages in gainful employment without prior written permission from the Company and the Union.

10.04 The Company will post a seniority list semi-annually, in February and August of each year, setting out the name and date of hiring of each associate. Copies of such lists shall be provided to the Union at the same time.

10.05 It is the responsibility of the associate to provide written notification of any changes in his address to the Human Resources Manager.

10.06 When a full time associate becomes an auxiliary associate, his seniority shall not be affected.

10.07 When an auxiliary associate becomes full-time, as per Company policy, the associate will receive additional credit of one (1) year for his auxiliary service towards his continuous service date if he has both one (1) or more years auxiliary service and a minimum of 1800 career hours.

Article 11 - Layoff and Recall

11.01 When the Company decides to reduce its workforce in a scheduling area it shall reduce auxiliary associates in reverse order of date of hire and then seniority in the scheduling area affected provided the remaining associates are qualified and available to perform the remaining work.

- 11.02 If further reductions are required after auxiliary associates have been selected in accordance with 11.01 above, the Company shall reduce part time associates in reverse order of seniority in the scheduling area affected provided the remaining associates are qualified to perform the remaining work.
- 11.03 If further reductions are required after part time associates have been selected in accordance with 11.02 above, the Company shall reduce full time associates in reverse order of seniority in the scheduling area affected provided the remaining associates are qualified to perform the remaining work.
- 11.04 It is recognized that in the application of the reduction of forces provisions in this Article (Layoff and Recall) (11.01 – 11.03), full time, part time and auxiliary associates may be transferred or assigned to work in a different department or position within their scheduling area if they wish to maintain their employment. It is recognized that the identification of the associates to be transferred or re-assigned from a department will be consistent with operational needs and the seniority of the associates in the affected department subject to the remaining associates in that department being qualified to perform the remaining work. It is further recognized that, in transferring or re-assigning associates who are not laid off in accordance with Article 11.04, the Company will attempt to have the affected associate's shift schedule maintained to the extent that it is operationally practicable. If the associate is assigned to work at a lower-rated position under this Article, they will be paid at the applicable rate of pay for the lower-rated position.
- 11.05 For the purposes of the Article, clerical, warehouse and maintenance groups are treated as individual scheduling areas.
- 11.06 Associates on layoff shall be deemed not to be active associates and shall not be eligible for any pay or benefits under this agreement other than their right to recall and their right to maintain their seniority standing during the period of the layoff subject to Article 10.03(c).
- 11.07 Associates on layoff who retain recall rights shall be recalled in reverse order in layoff provided they are qualified to perform the available work.

Article 12 - Job Postings

- 12.01 Where a job vacancy occurs or a new job is created, which the Company intends to fill, it shall post notice of the vacancy for a period of seven (7) days. Associates bidding on the vacancy must make application to the Human Resources Manager no later than the seventh day. The Company need not consider any applicant to a posting who, within the prior six (6) month period, successfully bid on a vacancy. Associates who have passed probation shall be entitled to bid on postings.

- 12.02 If business needs change after the job has been posted but before the vacancy is filled, the Company reserves the right to withdraw the posting.
- 12.03 The job posting shall contain the job classification, department(s), a brief description of the duties and responsibilities, the qualifications required by the Company, the work week, the shift period (day, afternoon, overnight), and the expected start time. It is understood and agreed that the provisions of this Article shall not be considered a guarantee of work week and/or shift schedules. The Company will not be required to specify department(s) for job postings for positions for the Overnight Shift or for Tuesday to Saturday work weeks.
- 12.04 Any associate absent by reason of accident, sickness or vacation may, prior to or during such an absence, request in writing to be considered for a specific posting(s) that may arise following the date of their written request for the duration of such an absence.
- 12.05
- a. Associate applicants shall be considered for the position on the basis of their qualifications. If the Company is satisfied that the qualifications of such applicants to perform the job, with minimal orientation training and reasonable instruction are relatively equal, then the most senior applicant shall be awarded the position.
- b. If the Company is satisfied that nobody who has applied pursuant to Article 12.05 (a) is qualified with minimal orientation training and reasonable instruction the Company may select any associate in the bargaining unit for training with due regard to seniority or appoint an individual from outside the bargaining unit or hire a new associate.
- 12.06 It is understood and agreed that temporary vacancies of up to four (4) months need not be posted. It is recognized that temporary requirements of up to four (4) months shall be offered to the qualified associates by seniority in the department and then scheduling area respectively. However, the Company may extend that period to six (6) months for Lead Hand elevations.
- 12.07 For the purposes of this Agreement, "qualifications" shall include an associate's skill, ability, experience and education provided that the relevant qualifications are applied in an even, relevant and non-discriminatory fashion.
- 12.08 The Union will be provided with copies of job postings and notifications of the successful applicant(s).

12.09 If during the first thirty (30) working days the associate proves unsatisfactory in the job to which he posted, the associate will be returned to his previous job and rate of pay. Where an associate elects during the first thirty (30) working days to leave the job to which he has posted he will be reassigned back to his previous job assignment and rate of pay.

Article 13 - Grievance Procedure

13.01 Grievances

- a. For the purposes of this agreement a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration, or alleged violation of this agreement, including any question as to whether a matter is arbitrable.
- b. It is the mutual desire of the parties that complaints of associates shall be adjusted as quickly as possible.

13.02 Informal Discussion

If an associate has a complaint or question concerning the interpretation, application, administration, or alleged violation of this agreement, the associate shall first discuss the issue with his immediate supervisor informally within seven (7) days after the circumstances giving rise to the complaint occurred or ought to have reasonably come to the attention of the associate or union as applicable. The supervisor shall respond no later than three (3) days following the discussion with the associate. In the absence of the associate's immediate supervisor, the associate shall discuss the issue with the HR supervisor. An associate may request the presence of another associate as a silent observer to attend the informal discussion.

13.03 Formal Grievance Procedure

Step I

Failing resolution through the informal discussion pursuant to Article 13.02, a grievance may be submitted to the associate's immediate supervisor within seven (7) days of the supervisor's response following the informal discussion. The grievance shall be in writing on a Union grievance form. The grievance shall be signed by the associate and it shall include the nature of the grievance and the remedy sought. The associate may request the assistance of his steward when presenting his grievance to his immediate supervisor. The immediate supervisor shall meet with the associate and deliver his decision in writing within seven (7) calendar days following the presentation of the grievance to him. A copy will be provided to the union steward.

Step II

Failing settlement within seven (7) calendar days from the date of the supervisor's reply, the grievance may be submitted in writing along with the provisions of the Agreement which are alleged to have been violated to the Human Resources Manager or designate. A meeting will be held between the Human Resources Manager or designate and up to two (2) additional Company representatives and the associate with the Union steward and or designated Union representative. Such meeting shall be held within seven (7) calendar days of submission of the grievance at Step II unless extended by agreement of the parties. The decision of the Company shall be delivered in writing within seven (7) calendar days following the date of such meeting.

Step III

Failing settlement, within seven (7) calendar days from the date of the Human Resources Manager's reply, the grievance may be submitted in writing to the Senior Building Manager or designate. A meeting will be held between the Senior Building Manager or designate and up to two (2) additional Company representatives and the associate with up to two (2) other union representatives. Such meeting shall be held within seven (7) calendar days of submission of the grievance at Step III unless extended by agreement of the parties. The decision of the Company shall be delivered in writing to the Business Representative within seven (7) calendar days following the date of such meeting.

13.04 Policy Grievance

Any differences arising directly between the Union and the Company, relating to the interpretation, application or alleged violation of the agreement may be presented by either party as a Policy Grievance within fourteen (14) days of the date when the subject matter of the grievance first arose. Such grievance shall be heard commencing at Step II. It is understood, however, that the provision of this paragraph shall not be used with respect to a grievance directly affecting an associate(s) and that the regular grievance procedure shall not be bypassed.

13.05 A grievance claiming that an associate has been discharged without cause or improperly laid off may be referred directly to Step 2.

13.06 Arbitration

- a. Failing settlement under the foregoing procedure, any grievance involving the interpretation, application, administration or alleged violation of this agreement, including any question as to whether a matter is arbitrable, may be submitted to arbitration. If no written request for arbitration is received within thirty (30) calendar days after the decision under Step III is given, the grievance shall be deemed to have been abandoned.
- b. Where either party requests that a matter be submitted to arbitration, it shall make such request in writing addressed to the other party to this agreement and at the same time

nominate a person to serve as its nominee to the arbitration board. Within seven calendar days thereafter the other party shall nominate a person to serve as its nominee to the arbitration board. If either party fails to nominate a nominee as herein required, the party invoking the arbitration procedure may apply to the Collective Agreement Arbitration Bureau for the Province of British Columbia to appoint an arbitration board.

- c. The parties may agree to a Single Arbitrator by mutual agreement who shall have all the same rights as a Board of Arbitration.
- d. Time limits in the grievance and arbitration procedure are mandatory and failure to comply with the time limits in Article 13.02, or failure to submit the grievance in accordance with the time limits set out in Article 13.03 Step 1, or failing to submit a grievance to arbitration in accordance with the time limits set out in 13.05(a) will result in the grievance being deemed abandoned. If no written answer has been given within the time limit specified, the grievance may be submitted to the next step. Failure by the associate or Union to comply with the time limits in processing a grievance following its submission will result in the triggering of the time limits set out in 13.05(a). Time limits may be extended by written agreement between the Company and the Union. Time limits will be extended to accommodate an associates approved absence from work.
- e. No matter may be submitted to arbitration which has not been carried through all required steps of the Grievance Procedure unless mutually agreed to otherwise.
- f. The arbitrator's or panel's decision shall be final and binding on the two parties to the dispute. The decision of the arbitrator shall be generally limited to the matter submitted to him, and he shall have no authority in any manner to amend, alter or change any provisions of this agreement.
- g. The proceedings of the arbitration board will be expedited by the parties hereto and the decision of the majority and, where there is no majority, the decision of the chairperson will be final and binding upon the parties hereto and the associate or associates concerned.
- h. Each of the parties hereto will bear the expense of the nominee appointed by it, if any, and the parties will share equally the expenses, if any, of the chairperson of the arbitration board or of the single Arbitrator as applicable.

Article 14 - Leaves of Absence

14.01 Discretionary Personal Leave

- a. The Company may, in its discretion, grant leaves of absence without pay for legitimate personal reasons provided the associate has exhausted his vacation entitlement. Such discretion shall be reasonably exercised. Requests for such leave shall be made in writing

to the Human Resources Manager stating the reasons for such request and the proposed duration, at least two (2) weeks in advance, except in cases of emergency. Associates on an approved authorized leave of absence shall retain and accrue seniority, subject to the application of Article 10 (Seniority). Such a leave shall not exceed a total of three (3) months in any calendar year

- b. In the event that the request for leave is denied the Company will supply to the associate a written denial and a verbal explanation of same, within five (5) days.

14.02 Pregnancy and Parental Leave

Pregnancy and Parental leaves shall be granted in accordance with the provisions of the *Employment Standards Act* of British Columbia, R.S.B.C. 1996, c. 113, as amended.

14.03 Bereavement Leave

- a. In the event of a death in the immediate family of a regular full or part time associate, the associate will be granted up to three (3) days off without loss of pay from the associate's regular earnings. The term "immediate family" shall mean the associate's spouse, parent, legal guardian, child, brother, sister, grandchild.
- b. In the event of a death in the extended family of a regular full or part time associate, the associate will be granted one (1) day off without loss of pay from the associate's regular earnings.. The term "extended family" shall mean the associate's mother-in-law, father-in-law, son-in-law, daughter-in-law, grandmother, grandfather, aunt, uncle.
- c. Time off due to the death of a member of the associate's immediate or extended family must be taken at the time of the bereavement.
- d. Bereavement leave is not compensable when the associate is on a leave of absence or lay-off.
- e. Upon giving 24 hours notice should an associate request a one day leave of absence, without pay, to attend a funeral of a close friend, every effort will be made to grant the request provided such a request is not inconsistent with the efficient operation of the business.

14.04 Family Responsibility Leave

Family responsibility leave shall be granted in accordance with the provisions of the *Employment Standards Act* of British Columbia, R.S.B.C. 1996 c. 113, as amended.

14.05 Compassionate Care Leave

Compassionate care leave shall be granted in accordance with the provisions of the *Employment Standards Act* of British Columbia, R.S.B.C. 1996 c. 113, as amended.

14.06 Leave for Jury Duty

- a. An associate summoned to jury duty or subpoenaed as a Crown witness shall be paid wages amounting to the difference between the amount paid for such service and the amount he would have earned had he worked his regularly scheduled shifts on such days. The associate shall continue to receive the regular wages he would have earned had he been regularly scheduled for and worked on such days provided that the associate promptly remits to the company all payments received from such duty. Associates on jury duty shall furnish the Company with such statements of earnings as the courts may supply.
- b. This clause will have no application for an associate on applied-for leave of absence or when receiving benefits under the Short Term Approved Absence Plan, Long Term Disability Plan or Workers' Compensation legislation.

14.07 Union Leave

Taking into account the needs and efficiency of the business, the Company may grant a leave of absence without pay to union stewards to attend union educational sessions. Such leaves shall not be unreasonably denied provided that 30 days advance notice is given. Not more than two (2) stewards shall be off at any one time and all leaves for all stewards shall not exceed ten (10) days per calendar year.

14.08 Reservists Leave

"Reservists leave shall be granted in accordance with the provisions of the Employment Standards Act of British Columbia, RSBC 1996 c. 133, as amended."

Article 15 - Health and Safety

15.01 The Company agrees to make reasonable provision for safe and healthful working conditions for all associates consistent with applicable legislation. The Company shall furnish necessary protective equipment and safety devices required by applicable legislation.

15.02 It is understood that where an associate has reasonable grounds to believe that any work is unsafe, he may refuse to carry out that work and will comply with the processes in applicable legislation relating to unsafe work.

- 15.03 The Company agrees that all mechanical equipment is to be kept in good working condition at all times and equipped with the safety devices required by applicable legislation. It is to the mutual advantage of both the Company and the associates that associates shall not operate equipment which is not in safe operating condition. No associate will be required to operate equipment that is not in compliance with safety regulations.
- 15.04 It shall be the duty of associates to comply with established safety procedures including notifying the Company of any problem with the equipment on the forms provided for this purpose.
- 15.05 Associates agree to work in a safe manner consistent with applicable legislation. The Union agrees to cooperate with the Company in order to promote and encourage education in matters of safety and accident prevention consistent with applicable legislation.
- 15.06 The Company shall provide WHMIS (Workplace Hazardous Materials Information System) training as required by law. Applicable WHMIS material shall be kept up to date and be accessible to associates.
- 15.07 The Company will continue to provide and maintain:
- a. uniforms for maintenance associates, including cleaning;
 - b. safety wear which has been provided and required to be worn as a condition of continued employment;
 - c. smocks for warehouse associates which will be optional and available for purchase.
- 15.08 Effective August 31, 2008 the Company agrees to pay \$85 per year by direct deposit to associates who are required to wear CSA approved safety shoes. Effective August 31, 2009 the Company agrees to increase the annual safety shoe allowance to \$90 per year. Effective April 1, 2011 the Company agrees to increase the annual safety shoe allowance to \$95 per year.
- 15.09 A Joint Health and Safety Committee shall be established and maintained. The composition of the Committee shall be such that at least half the members are associates from the bargaining unit who do not exercise managerial functions. There shall be not less than three (3) members from each of the bargaining unit and management. The associate representatives shall be elected by the associates for a two (2) year term. There shall be two (2) co-chairs of the Committee, one selected by the associate representatives and one selected by management representatives. The committee will meet no less than bi-monthly.

15.10

- a. The Company shall provide first aid provisions and suitable first aid facilities as required by applicable legislation.
- b. Any associate holding a first aid certificate (at the level required for the facility) recognized under WorkSafe BC regulations who is designated by the Company to carry out duties of a first aid attendant shall receive in addition to his regular rate a premium of:
 - \$0.65 per hour effective April 1, 2010
 - \$0.70 per hour effective April 1, 2011
 - \$0.75 per hour effective April 1, 2012
- c. The Company agrees to post first aid training opportunities and positions on the shift required. It will assign such opportunities and positions in its discretion having due regard to seniority and other relevant factors.
- d. The Company shall cover the cost of earning first aid certification for those associates selected by the Company for first aid training opportunity posting.
- e. The Company shall cover the costs of maintaining or upgrading first aid certificates or those associates who are designated to carry out the duties of first aid attendant.

15.11 If an associate, 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, provided he is not in receipt of compensation under Worker's Compensation legislation for that day.

Article 16 - Vacations

It is agreed the application of vacations to associates shall be in conformity with Company policy as it has been applied to associates in the bargaining unit, including the changes to Company policy which came into effect on January 1, 2008.

The portions of the Company's policy applicable to the associates in the bargaining unit and the recent changes to the Company's policy applicable to the associates in the bargaining unit are attached as Appendix "B" and form part of this Agreement.

Article 17 - Statutory and Company Recognized Holidays

17.01 General Holidays

Associates shall be entitled to the following general holidays with pay provided they meet the qualifying conditions set out in this Article:

- New Year's Day
- Good Friday
- Victoria Day
- Canada Day
- B.C. Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

17.02 Float Day

A non-probationary full time or part time associate shall be eligible for a float day once only within each calendar year to be taken at a time mutually agreed upon between his supervisor and the associate. The request shall be made in writing at least one week prior to the week in which the requested float day falls. If the federal or provincial government declares another statutory holiday, the associate's float day will not be affected.

17.03 General Holiday and Float Day Pay

General holiday and float day pay for regular full time associates under this article shall be the associate's basic hourly rate multiplied by the associate's normal regular daily hours of work. For all other eligible associates, general holiday and float day pay shall be equal to the amount paid to the associate over the thirty (30) calendar day period preceding the holiday (excluding pay for overtime hours worked) divided by the number of days worked by the associate in that thirty (30) day period.

17.04 Qualifying for General Holiday Pay

In order to qualify for general holiday pay, the associate must have been employed for thirty (30) days prior to the general holiday and must have worked (Inclusive of paid vacation, paid sick leave, and paid leave of absence) fifteen (15) of the thirty (30) days preceding the general holiday.

17.05 Working on a General Holiday

Where an associate who qualifies for general holiday pay performs work on one of the general holidays listed in Article 17.01 above, he shall be paid time and one half his regular straight time hourly rate for all hours worked in addition to being paid the amount they are entitled to under this article.

17.06 General

- a. Where a holiday falls during an associate's scheduled vacation period his vacation shall be extended by one day provided the associate qualifies for general holiday pay under this Article.
- b. Where a holiday falls while an associate is on paid sick leave, he shall receive holiday pay but will not receive sick pay for the day provided the associate qualifies for general holiday pay under this Article.
- c. Associates in receipt of workers compensation wage loss benefits and associates absent by reason of approved leave of absence, discharge, quit or suspension shall not be entitled to general holiday pay.
- d. Associates wishing to take a day off to observe a recognized religious holiday not listed in 17.01 above shall give the Company a minimum of fourteen (14) days' notice of their wish to do so. After consultation with the associate and upon mutual agreement the company will attempt to reschedule such an associate's work hours (within fourteen (14) days of the requested day off) to accommodate the request. However, if it is not practical to reschedule the associate, the associate will be permitted time off for the day without pay. The Company reserves the right to limit the number of associates granted such leave, based on operational needs, with preference being given to senior associates.
- e. When a general holiday falls on a regular full time associate's regular day off, such associate will be granted a day off with pay in lieu of such general holiday on either the last working day preceding or the first working day following such general holiday.

Article 18 - Benefits

18.01 It is agreed that the application of the Company's benefits relating to:

- a. Hbc Health Care Plan;
- b. Hbc Dental Care Plan;
- c. Associate Discount Privilege;
- d. Group Insurance Plans;
- e. Long Term Disability Plan;

- f. Short Term Approved Absence Plan;
- g. Company Pension Plan;
- h. Group RRSPs;
- i. Associate Recognition Program;
- j. Severance Policy; and
- k. Canada Savings Plan

shall continue in respect to the associates in conformity with their general application throughout the Company including any improvements or reductions. It is understood that the benefit plans are not part of this collective agreement and are not themselves subject to the grievance procedure or arbitration.

18.02 While the application of the benefits set out in this Article may be the subject of a grievance, it is understood and agreed that the benefit plans or policies themselves do not form part of this Agreement and are not themselves subject to the Grievance Procedure or Arbitration.

18.03 The Company will provide all details of benefit changes to the Union, as soon as possible and, in any case, coincident with their introduction.

Article 19 - Wages

The minimum wage rates applicable to associates in the bargaining unit are set out in Appendix "A".

Article 20 - Pay for Change in Classification

20.01 Subject to Article 11.04, when an associate from a higher rated classification is requested to work temporarily or until permanently re-classified at a lower-rated classification, he shall continue to be paid at the rate paid for the higher-rated classification.

20.02 Where an associated from a lower-rated classification is requested to perform work in a higher-rated classification for (a) one hour and up to two hours, he shall be paid for the period worked at the higher rate, and (b) for two or more hours, he shall be paid for the entire day at the rate for the higher-rated classification.

Article 21 - Leadhands

A leadhand, when so designated and classified by the Company, shall be defined as an associate who shall train staff, coordinate merchandise movement, solve problems, answer questions, maintaining housekeeping standards and direct work of other associates while performing similar work himself. He shall not have the authority to hire, discipline or discharge associates. Leadhands are covered by this Agreement.

Article 22 - Appointment of Associates to Supervisory Positions

Nothing in this Agreement shall prevent the temporary appointment of an associate to a supervisory position for up to a six (6) month period.

Article 23 - Personnel File

An associate may have access to his personal information contained in his personnel file in accordance with applicable privacy legislation.

Article 24 - Videotape Surveillance

The Company agrees to continue its policy of not using videotape surveillance to monitor an associate's work performance, except in the case of an alleged theft, assault or other criminal act.

Article 25 - Union Insignia

Associates may wear Union buttons, pins and clothing bearing the Union insignia or messages provided that they are not offensive or constitute a safety risk.

Article 26 - Discipline

26.01

- a. The Company agrees it will only discipline and discharge associates for just and proper cause.
- b. All discipline, including verbal warnings, must be reduced to writing with a copy to the Union.
- c. An associate will receive a copy of any written reprimand or warning letter placed in his file. Such written reprimand or warning letter shall become a permanent part of the associate's personal work history. However, any incident causing such written reprimand or warning letter over a period of twenty-four (24) months will not be used to compound other disciplinary action against the associate.

26.02 If an investigative meeting is scheduled with an associate for determining whether discipline should occur, the associate will be informed that he has the right to have the presence of a Union representative, or if a Union representative is not present at such time, the associate will have the option of requesting the presence of another bargaining unit member chosen by the associate concerned. It is understood that inability to comply

with the foregoing procedure as a result of exceptional circumstance shall not render any resulting discipline a nullity, but the parties may review the circumstances of the breach.

- 26.03 A non probationary associate who is being notified of his discharge, suspension or written warning will be informed that he has the right to have the presence of a Union representative, or if a Union representative is not present at such time, the associate will have the option of requesting the presence of another bargaining unit member chosen by the associate concerned. It is understood that inability to comply with the foregoing procedure as a result of exceptional circumstance shall not render the discipline a nullity, but the parties may review the circumstances of the breach.

Article 27 - Pay Periods

- 27.01 Except as otherwise mutually agreed between the parties, all associates covered by this Agreement shall be paid not less frequently than on every other Thursday, all wages earned by such associate to a day not more than seven (7) days prior to the day of payment. The pay period shall commence each Sunday at 00:01 hours. In keeping with the new company policy associates will be able to access their itemized pay statements via the electronic pay statement website.
- 27.02 Except as elsewhere herein provided, upon termination, the Company shall provide a Record of Employment and pay all monies due to the associate as soon as possible but not later than seven (7) calendar days thereafter. In the event of a resignation the Company shall provide a Record of Employment within seven (7) calendar days and endeavour to pay all monies due to the associate as soon as possible but not later than fourteen (14) calendar days after the effective date of the associate's resignation.
- 27.03 If an error occurs in an associate's pay and the amount is equal to one day's pay or more he shall be entitled, on request, to a payment being issued in favour of such an associate in two (2) business days. It is agreed that acknowledged errors which involve an over-payment shall be deductible from the associate's subsequent pay within a reasonable time period as mutually agreed between the Company and the associate or the Union.
- 27.04 No deductions will be made from an associate's pay which are not authorized by the associate, required by law or as otherwise authorized by this collective agreement.

Article 28 - Harassment, Workplace Dignity and Relationship

- 28.01 The Company and the Union each agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of an associate's membership in the Union or because of his activity or lack of activity in the Union.

- 28.02 It is agreed that an associate shall not engage in Union or anti-Union activities during their paid working hours (excluding breaks) except as authorized by this agreement.
- 28.03 The Employer agrees to maintain a harassment free workplace and enforce its policy in effect at the time this agreement is made. Any associate unhappy with the result of a harassment investigation may refer their complaint to the grievance procedure.
- 28.04 Without limiting the generality of the foregoing, harassment shall include single or isolated incidents or a pattern of conduct which is demeaning, humiliating, threatening or otherwise inappropriate that a reasonable person would know is unwelcome.

Article 29 – Joint Labour Management Meetings

- 29.01 The intent of the Labour Management meetings is to provide a vehicle for discussion, dialogue, problem solving and harmonious labour relations between the parties in a constructive manner recognizing that full discussion of issues and earliest agreement are in the best interest of both parties.
- 29.02 The parties will meet once a month, unless otherwise mutually agreed, at a time most convenient to the parties and least disruptive to the operations. A copy of the minutes of each meeting shall be posted on a bulletin board.
- 29.03 Labour Management meetings should not be used to delay the discussion of an issue or to circumvent the normal processes of this Agreement.
- 29.04 The Committee shall be comprised of no more than five (5) representatives from each party.

Article 30 - Duration of Agreement

- 30.01 This Agreement is effective from the date of ratification to March 31, 2013 and from year to year thereafter unless either party serves upon the other written notice to commence collective bargaining. Such notice shall be delivered within four months of March 31, 2013 or the anniversary date in any year thereafter.
- 30.02 Should either party give written notice to the other party pursuant to Article 30.01 above, this Agreement shall thereafter continue in full force and effect until:
- a. the Union gives notice of lawful strike and has taken any action pursuant to such notice; or
 - b. the Company gives notice of lawful lockout and has taken any action pursuant to such notice: or

- c. the parties conclude a renewal or revision of this Agreement or a new Collective Agreement.

30.03 The operation of section 50(2) of the Labour Relations Code of British Columbia is hereby excluded.

In witness whereof each of the parties has caused this Agreement to be signed by its duly authorized representatives:

Dated and Executed at Vancouver, British Columbia this ____ day of _____, 2011.

For the Company:

For the Union:

Appendix "A"

- **Wage increase** for associates at Job Max (top of scale) only:
 - **25** cents per hour increase for all classifications effective **April 1, 2010**
 - **30** cents per hour increase for all classifications effective **April 1, 2011**
 - **35** cents per hour increase for all classifications effective **April 1, 2012**

- **A \$400 lump sum payment** in the next pay period after ratification for associates not at the Job Max. (top of scale)

- **Elevation Pay:**

Upgrade to C2/W2:	\$1.00 per hour
Upgrade to Merge Operator / Lead Hand:	\$1.25 per hour

Revised Appendix "A" Wage Grid attached

APPENDIX "A"

	2010	2011	2012
INCREASE @ Job Max	\$0.25	\$0.30	\$0.35

Warehouse 1/Clerical 1	Start Rate	500 Hrs	1000 Hrs	2000 Hrs	3000 Hrs	4000 Hrs	5000 Hrs	6000 Hrs	7000 Hrs	8000 Hrs	9000 Hrs	10,000 Hrs	Job Max
Current - August 31, 2009	13.08	13.36	13.89	14.44	14.98	15.53	16.07	16.62	17.16	17.69	18.22	18.75	19.15
Effective April 1, 2010	13.08	13.36	13.89	14.44	14.98	15.53	16.07	16.62	17.16	17.69	18.22	18.75	19.40
Effective April 1, 2011	13.08	13.36	13.89	14.44	14.98	15.53	16.07	16.62	17.16	17.69	18.22	18.75	19.70
Effective April 1, 2012	13.08	13.36	13.89	14.44	14.98	15.53	16.07	16.62	17.16	17.69	18.22	18.75	20.05

Warehouse 2/Clerical 2	Start Rate	1000 Hrs	+ 1000 Hrs	+ 1000 Hrs	+ 1000 Hrs	+ 1000 Hrs	+ 1000 Hrs	+ 1000 Hrs	+ 1000 Hrs	+ 1000 Hrs	+1000	+1000	+1000	+1000	+1000	+1000	Job Max
Current - August 31, 2009	15.80	16.35	16.89	17.43	17.98	18.52	19.07	19.61	20.16	20.70	21.35	22.04	22.73	23.42	24.11	24.80	
Effective April 1, 2010	15.80	16.35	16.89	17.43	17.98	18.52	19.07	19.61	20.16	20.70	21.35	22.04	22.73	23.42	24.11	25.05	
Effective April 1, 2011	15.80	16.35	16.89	17.43	17.98	18.52	19.07	19.61	20.16	20.70	21.35	22.04	22.73	23.42	24.11	25.35	
Effective April 1, 2012	15.80	16.35	16.89	17.43	17.98	18.52	19.07	19.61	20.16	20.70	21.35	22.04	22.73	23.42	24.11	25.70	

Merge/Yard Operator and Lead Hand	Start Rate	1000 Hrs	+ 1000 Hrs	+ 1000 Hrs	+ 1000 Hrs	+ 1000 Hrs	+ 1000 Hrs	+ 1000 Hrs	+ 1000 Hrs	+1000	+1000	+1000	+1000	+1000	Job Max
Current - August 31, 2009	18.52	19.33	20.16	20.97	21.79	22.61	22.88	23.58	24.26	24.90	25.54	26.16	26.71	27.06	
Effective April 1, 2010	18.52	19.33	20.16	20.97	21.79	22.61	22.88	23.58	24.26	24.90	25.54	26.16	26.41	26.71	
Effective April 1, 2011	18.52	19.33	20.16	20.97	21.79	22.61	22.88	23.58	24.26	24.90	25.54	26.16	26.41	26.71	
Effective April 1, 2012	18.52	19.33	20.16	20.97	21.79	22.61	22.88	23.58	24.26	24.90	25.54	26.16	26.41	27.06	

Maintenance Lead Hand	Start Rate	1000 Hrs	+ 1000 Hrs	+ 1000 Hrs	+ 1000 Hrs	+ 1000 Hrs	+ 1000 Hrs	+ 1000 Hrs	+ 1000 Hrs	+ 1000 Hrs	+ 1000 Hrs	+ 1000 Hrs	+ 1000 Hrs	Job Max
Current - August 31, 2009														32.15
Effective April 1, 2010														32.40
Effective April 1, 2011														32.70
Effective April 1, 2012														33.05

Maintenance with Ticket	Start Rate	+1000	Job Max
Current - August 31, 2009	27.25	28.87	30.51
Effective April 1, 2010	27.25	28.87	30.76
Effective April 1, 2011	27.25	28.87	31.06
Effective April 1, 2012	27.25	28.87	31.41

Maintenance without Ticket	Start Rate	1000 Hrs	+ 1000 Hrs	+ 1000 Hrs	+ 1000 Hrs	+ 1000 Hrs	+ 1000 Hrs	+ 1000 Hrs	+ 1000 Hrs	+ 1000 Hrs	+ 1000 Hrs	Job Max
Current - August 31, 2009	20.70	21.25	21.79	22.33	22.88	23.42	23.98	24.38	24.80	25.05	25.35	25.70
Effective April 1, 2010	20.70	21.25	21.79	22.33	22.88	23.42	23.98	24.38	24.80	25.05	25.35	25.70
Effective April 1, 2011	20.70	21.25	21.79	22.33	22.88	23.42	23.98	24.38	24.80	25.05	25.35	25.70
Effective April 1, 2012	20.70	21.25	21.79	22.33	22.88	23.42	23.98	24.38	24.80	25.05	25.35	25.70

Elevations																	
Elevation to Warehouse 2 / Clerical 2	\$1.00 per hour																
Elevation to Merge/Yard Operator / Lead Hand	\$1.25 per hour																

Appendix “B” – Vacation Policy

I. Company Policy on Vacations

The provisions of the Company’s policy on vacations are applied to all associates in the bargaining unit, whether employed prior to, on or after January 1, 2008 in conjunction with the Company’s national policy on vacation, effective January 1, 2008.

A. Vacation Entitlement for associates employed prior to January 1, 2008

All regular full-time and regular part-time associates are eligible to receive paid vacation time. The duration of the vacation is linked to associates’ length of service and position. Below find a chart detailing vacation entitlement:

Length of Service	Vacation Entitlement
Less than 1 year of completed service as of September 1st	1 day for every completed month of service to September 1 (maximum 10 days)
1 Year	2 weeks
4 Years	3 weeks
10 Years	4 weeks
15 Years	5 weeks
20 Years	6 weeks

B. New Vacation Entitlement – for associates employed on or after January 1, 2008:

All Hbc new hires effective January 1, 2008 or associates promoted to Fulltime/RPT after this date will receive vacation entitlement based on the following new plan.

Length of Service	Associates
Entitlement:	
Start Hire FT	2 wks
3 Years	3 wks
10 Years	4 wks
15 Years	4 wks
20 Years	5 wks
25th Year of service only	6 wks
26 Years	5 wks

C. Vacation Scheduling Year and Accrual Year

The vacation scheduling year and accrual year runs from January 1st to December 31st. Vacation is to be taken during this period. No portion of vacation can be carried over from one year to the next. All vacation must be taken within the timelines outlined and will not be paid out. If vacation is not taken it will be lost and each associate's bank will be reset to zero in January of the following year. The only exception to this is those associates on a medical or maternity/parental leave of which they will be required to take their accrued vacation within the year of return.

Where approved, associates may borrow up to a maximum of 80 hours. The associate's vacation bank will appear in a negative balance and the associate must sign the *Borrowing of Vacation Time Agreement* which must be kept in their file. No other exceptions will be permitted.

D. Vacation Schedules

The vacation schedules should be distributed to each department, listing associates from that area in order of seniority, and showing each individual's length of vacation entitlement. The Manager of the unit and the Human Resources representative are responsible for the circulation and collection of the vacation schedule.

Associates select their vacation in order of seniority (in accordance with the vacation parameters set out below). For the purpose of vacation, associates begin to accumulate seniority on their Continuous Service Date (**calculated from their start date as a regular Full-time or a regular part-time associate**). This means that if a dispute should arise between two or more associates over a desired vacation time, application of seniority should be the determining factor. If application of seniority in this way does not settle the dispute, then consider length of full and part time service combined.

E. Length of Vacation

Vacation can be taken in days or in one-week periods, up to a maximum of 3 weeks at one time (in accordance with the vacation parameters set out below). In special circumstances, this 3-week period may be extended with authorization by the senior manager of the unit/store. Associates should be encouraged to take that portion of their vacation which exceeds 3 weeks, in periods when the business is the least active.

F. Accrual of Vacation Time

All associates accrue vacation hours based on their hours worked inclusive of basic hours, Short Term Absence, Statutory Holidays and vacation from January 1st through to December 31st.

G. Preferred Vacation Dates

Normally vacations should be taken during the period from January 1st to October 31st inclusive, in the year in which they are earned and may not be carried over into the following year.

However, all vacations must be taken at times convenient to the work schedule; otherwise they are not to be approved.

Regular part-time associates

Vacation pay for regular part-time associates shall also be calculated on the basis of average weekly hours for the 12-month reference year.

Auxiliary

Vacation pay for auxiliaries shall be paid with each pay cheque depending on provincial government regulations and union agreements.

H. Vacation Pay on Separation

Any vacation due to associates leaving the Company's service will be calculated on the basis of accrued vacation since January 1st. If an associate has taken some vacation during the vacation year and leaves the Company's service, the taken vacation will be deducted from the total entitlement. Accrued vacation pay will be the same regardless of the reason for separation. During the vacation year, associates have the ability to take vacation prior to it being accrued. In these instances where associates have overdrawn on their vacation pay, the overpaid amount will be deducted from their final pay. During each vacation year, when vacation schedules are circulated, associates should be made aware of the process for recovering these overpaid vacation dollars. All vacation is subject to management approval.

I. Vacation Pay for Absent Associates

a) Active Associates

Vacation pay applies to any active associate. As far as the Company is concerned, associates who receive sick pay and those on maternity and parental leave are active associates. Therefore, those on Company sick pay are active associates and the time on Company sick pay should be treated as if they had been at work so far as vacation time and pay is concerned. Any vacation pay when an associate is absent due to illness should be calculated and paid to the associate at the time they begin to be covered by long-term disability payments. To do it sooner may result in a delay of payment from EI to the associate. The calculation should be the same as if the associate had left the Company at the end of their eligibility for Company sick pay.

J. Non-active Associates

Associates who are on EI sick benefits, long-term disability benefits or other types of leave of absence without pay, are not active associates at those times. Calculating their vacation pay for the vacation year (January 1st to December 31st) should take into account these absences and should therefore be based only on pay received while actively employed or while on Company sick pay. The periods spent on EI sick benefits, long-term disability or leave without pay should be treated as if they had been time worked in calculating the individual's seniority for vacation purposes (length of vacation and timing) when and if they later return to active employment.

K. Retirees

Retirees on Pension who continue to work as part-time (where provincial regulations allow it) will have their vacation pay calculated as auxiliary associates according to service from original date of employment.

L. Vacation Parameters – (Vacation Scheduling)

VLC Associates may choose their vacation by length of service, by department, by shift, subject to the following conditions:

1. Requests for specific dates are to be made prior to the vacation schedule being finalized (by the end of February).
2. Management reserves the right to limit the number of associates off at any given time. The job/functions performed in each area will determine the number of people away at any one time.
3. All vacations must be scheduled during the calendar year.
4. Each associate will make a consecutive block choice, up to (3) weeks based on length of service. (Even if only one week is selected – that one week will be considered your first block pick.)
5. Remaining vacation time of (1) one to (5) five weeks shall be selected one (1) block at a time by length of service once associates have made their first selection. This selection process will continue until all vacations are booked.

Please note - Vacations must be taken a minimum of one (1) week at a time.
- A maximum of three (3) weeks may be scheduled at one time.

Any special consideration must be made in writing to your Supervisor, Manager and Human Resources and will only be approved because of unusual circumstances.

6. To be fair to all Associates, an individual may book a maximum of 2 weeks per selection during the peak vacation months of July and August (normally, up to 25% of those in a department by shift may schedule vacation at this time).
 7. Staff requesting leaves of absence to be taken in conjunction with their vacation can only do so after all associates have selected their vacation time. Such requests should be submitted in writing with reasons stated to your Supervisor and Human Resources. Leaves of absence are a privilege, not a right, and can only be granted at the Department's convenience. All holiday entitlement is to be used for vacations before leaves of absence can be considered.
 8. Vacation requests will be accepted/ refused based on the needs of the business. Vacations are not confirmed until Management approves the sheet. The departmental copy will be returned when approved.
- ***Completed Vacation Schedules are due in the Human Resources Office NO LATER THAN THE END OF FEBRUARY.***

Any changes in the vacation time are to be submitted in writing to your Supervisor, Manager, and Human Resources. These should be kept to a minimum once the schedule is approved.

II. Amendments to Vacation Policy effective January 1, 2008

Effective January 1, 2008, the Company policy on vacations will be amended. The amendments applicable to associates in the bargaining unit are set out below:

Summary of New Hbc Vacation Plan (for Full Time/RPT):

1. The new plan becomes effective January 1, 2008.
2. January to December will become vacation reference year for taking vacation time.
3. All Hbc associates must earn accrued vacation before they can take it.
4. Available vacation hours will show on associates' pay deposit notifications starting with the first pay period of January 2008.
5. Associates may begin drawing on the vacation accrual bank effective January 2008.
6. Associates will be allowed to accrue a maximum of one and a half of their annual vacation.
7. The new plan follows the vacation entitlement set out in the chart below.
8. The new plan vacation accrual year is January 1st to December 31st.

Current Associates:

During the 2008 transition year, Fulltime/RPT associates hired prior to January 1, 2008 will start the 2008 year with banked vacation accruals based on their current plans as outlined below; plus will start accruing additional vacation as indicated on each pay deposit notification during the year.

Hbc Associates:	Would have started accruing 2008 vacation September 2007 and will have accrued one third of their 2008 vacation by January 1, 2008.
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New Vacation Entitlement – effective January 1, 2008:

All Hbc new hires effective January 1, 2008 or associates promoted to Fulltime/RPT after this date will receive vacation entitlement based on the following new plan.

Length of Service	Associates
Entitlement:	
Start Hire FT	2 wks
3 Years	3 wks
10 Years	4 wks
15 Years	4 wks
20 Years	5 wks
25th Year of service only	6 wks
26 Years	5 wks

III. Amendments to Vacation Policy effective April 1, 2008

The Company amended its policy on vacation for Maternity/Parental Leave in April 1, 2008. The practice currently in effect at VLC for providing vacation time and pay for associates on maternity or parental leave will remain in effect for the life of this collective agreement.

Effective April 1, 2013 the new company policy will be applied. Associates will no longer accrue paid vacation while on unpaid maternity/parental leave. As there are no earnings while on unpaid leave of absence, no paid vacation hours will be accrued during the period on leave.

Individuals who are planning to go on maternity/parental leave may use their current year's accrued vacation prior to beginning their leave or on their return from leave. Associates will not receive a lump sum payment for any accrued vacation. Upon return to work they will start to accrue vacation hours once again, based on their hours worked from that point forward.

The period spent on maternity/parental leave without pay should be treated as if it had been time worked in calculating the individual's seniority for vacation purposes (length of vacation and timing) when they later return to active employment. Associates returning from leave are still entitled to their annual vacation time off; although it may be unpaid, if they have not accrued sufficient hours.

Vacation Accrual during Maternity for Auxiliary Associates

Since auxiliary associates will not be earning wages while on maternity & parental leave, they will not accrue vacation pay during their leave.

Note: The two associates affected since the policy changed will be made whole. The grievances related to this matter will be withdrawn.

The Company will honour any maternity / parental leaves that commence before the expiry of the contract on March 31, 2013

Letter of Understanding # 1

October 18, 2010

Teamsters Local Union No. 31
#1 Grosvenor Square
Delta, BC V3M 5S1

Re: Distribution of Collective Agreement

The Company will provide the Union with space for a period of up to five (5) working days to distribute copies of the Collective Agreement to Associates in the bargaining unit, provided that they are not distributed to an Associate during his/her work time. It is expected that new Associates will receive a copy of the Collective Agreement from a shop steward after commencing employment.

Yours truly,

Amir Abdollahzadeh
Senior Building Manager
Vancouver Logistics Centre
Hbc Logistics
18111 Blundell Road
Richmond, BC L6W 1I8
Telephone: 604-249-3040
Mobile: 778-839-9529
Fax: 604-249-3063
email: amir.abdollahzadeh@hbc.com

Letter of Understanding # 2

October 18, 2010

**Teamsters Local Union No. 31
#1 Grosvenor Square
Delta, BC V3M 5S1**

Re: Practice Applicable to Layoffs

Subject to operational needs, the Company agrees to allow Associates to voluntarily take vacation or other approved leaves of absence in order to mitigate a short term layoff. If approved, the requests will be granted by seniority.

Yours truly,

Amir Abdollahzadeh
Senior Building Manager
Vancouver Logistics Centre
Hbc Logistics
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Richmond, BC L6W 118
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Mobile: 778-839-9529
Fax: 604-249-3063
email: amir.abdollahzadeh@hbc.com

Letter of Understanding # 3

October 18, 2010

Teamsters Local Union No. 31
#1 Grosvenor Square
Delta, BC V3M 5S1

Re: Continuous Service Date for Vacation

Regarding service credit for vacation only, the Company agrees to extend a one time 50% service credit of their Auxiliary service to all FT Associates with less than six (6) weeks vacation for ex-WDC and ex-Zellers (64) Associates.

Yours truly,

Amir Abdollahzadeh

Senior Building Manager
Vancouver Logistics Centre
Hbc Logistics
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Richmond, BC L6W 118
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Letter of Understanding # 4

October 18, 2010

**Teamsters Local Union No. 31
#1 Grosvenor Square
Delta, BC V3M 5S1**

Re: 35 Full Time Jobs

Within thirty (30) days of ratification of the renewal Collective Agreement, the Company will offer Full Time ("FT") status to all current Regular Part Time ("RPT") Associates provided they remove any restrictions on their availability. The Company will post additional FT jobs so that the combined total of RPTs converted to FT status and additional FT job postings equals thirty-five (35). As with all FT job postings, applicants for these postings are not permitted restrictions on their availability.

Yours truly,

Amir Abdollahzadeh
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February 15th, 2011

LETTER OF AGREEMENT

Hudson's Bay Company (Vancouver Logistics Center)
18111 Blundell Road
Richmond, BC L6W 1L8

And

Teamsters Local Union No. 31
#1 Grosvenor Square
Delta, BC V3M 5S1

Re: Changes to the Collective Agreement Post-Ratification

Article 13

It is agreed by the Company and the Union that Article 13 will be renumbered as follows:

Article 13.04 Policy Grievance to remain as is

Article 13.04 (repeated) to be renumbered to 13.05

Article 13.05 Arbitration to be renumbered to Article 13.06

Article 17.04

It is agreed by the Company and the Union that Article 17.04 General Holidays will be amended as follows:

Delete the word "***proceeding***" and replace with the word "***preceding***"

For the Company:

For Union:
