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COLLECTIVE AGREEMENT

BETWEEN

**CAW CANADA
LOCAL 1000**

AND

**THE BAY
BRAMPTON, ONTARIO**

10/01/05
JAN 1 2005

**EFFECTIVE DATE: JANUARY 1, 2005
EXPIRY DATE: DECEMBER 31, 2007**

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COLLECTIVE AGREEMENT

BETWEEN

THE BAY

(HEREINAFTER REFERRED TO AS "THE COMPANY")

AND

**CAW CANADA
LOCAL 1000**

(HEREINAFTER REFERRED TO AS "THE UNION")

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 Employees covered by this agreement; to provide machinery for the timely disposition of grievances.

The Union recognizes that the business in which the Company is engaged is highly competitive and that the Company must be able to maintain an efficient, cost effective operation and improve itself in a highly competitive market and the Union agrees to support the Company in obtaining these objectives, all of which are consistent with this Collective Agreement.

ARTICLE 2 - SCOPE AND RECOGNITION

- 2.01 The Company recognizes the Union as the exclusive bargaining agent for all its employees at its retail store in Brampton, save and except department supervisors, persons above the rank of department supervisor, security staff, management trainees, office and clerical staff, students employed on a co-operative program with a school, college or university.
- 2.02 Persons not in the bargaining unit may perform any work assigned to them by management whether performed by bargaining unit members or otherwise.

ARTICLE 3 - INTERPRETATION AND DEFINITIONS

- 3.01 The following types of employees are defined for clarity for this agreement. The "Full Time Employee" and the "Part Time Employee" are recognized in this bargaining unit.
- 3.02 (a) The term "full-time employee" shall mean any employee hired for an indefinite period and who is regularly scheduled to work the normal full time hours referred to in section 10.01, Hours of Work of the Collective Agreement.

- (b) The term "part-time employee" shall mean any employee who regularly works not more than twenty-four (24) hours per week.
- (c) A part-time employee's normal work week may exceed 24 hours per week for a period of 10 consecutive weeks or where relieving for sickness, accident, vacation or leaves of absence including maternity and parental leave or such scheduled hours during the pre-Christmas period. Such periods may commence with the employee's date of hire.
- (d) A sub-classification of part-time employee called "regular part-time" employee is recognized. Incumbents of this sub-classification are entitled to certain benefits and governed by certain policies which shall both be, and continue to be, as applied consistently throughout the Company's stores in Ontario. Any changes in policy or benefits will be promptly communicated to the Union.

For the purpose of clarity the present benefits applicable to regular part time are:

- (a) guarantee of 975 scheduled hours minimum per year, but no guarantee of hours per week or month;
- (b) eligible for voluntary participation in pension plan;
- (c) eligible for sick pay, RRSP membership
- (d) eligible for statutory holidays which apply

3.03 All reference to the male gender in this Agreement shall be read as applying to the female gender where the context would apply.

3.04 The Christmas period shall extend from October 1st to December 31st.

ARTICLE 4 - MANAGEMENT FUNCTIONS

4.01 The Union recognizes that the management of the Company and direction of the working forces are 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; assign; direct; promote; demote; classify; transfer; lay-off; recall; suspend; discharge or otherwise discipline non-probationary employees for just cause.
- (c) determine the nature and kind of business conducted by the Company, the products to be carried, the kinds and locations of equipment, merchandise, goods, fixtures and type of customer service to be used, the control of materials and goods, the methods and techniques of work, the schedules of work, number of personnel to be employed; make studies of and institute changes in jobs and job assignments; discontinue, reorganize, limit, combine, substitute any operation or part thereof; and determine all other functions and prerogatives herebefore invested in and exercised by the Company which shall remain solely with the Company;
- (d) make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees;
- (e) discipline or discharge a probationary employee for any reason satisfactory to the Company, providing it acts in good faith and in a non-arbitrary manner.

ARTICLE 5 - SPECIFIC PENALTIES

- 5.01 Without restricting the Company right to discharge for cause, generally the specific penalty for the following infractions may be cause for suspension or discharge:
- (a) Misappropriation of funds, defalcation or any other fraudulent actions;
 - (b) Theft;
 - (c) Destruction or sabotage of Company or client property;
 - (d) Unauthorized disclosure of confidential information regarding the affairs of the company or any of its clients;
 - (e) Bond revocation;
 - (f) Being under the influence of alcohol or unprescribed drugs while on the job;
 - (g) Falsification of application for employment or documents related thereto, respecting information which the Company would have acted upon had it received such information at the time of application;
 - (h) Conviction of a criminal offence, except Highway Traffic offences;
 - (l) Fighting on company premises;

ARTICLE 6 - RELATIONSHIP

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

6.02 The Union further agrees that there shall be no solicitation for membership, collection of dues or other union activities during working hours.

ARTICLE 7 - NO STRIKES AND LOCKOUTS

7.01 In view of the orderly procedures established by this Collective Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Collective Agreement there will be no strikes, picketing, slowdown or stoppage of work either complete or partial, and the Company agrees that there will be no lockout. The Union agrees that if any such action takes place, it shall repudiate it forthwith and require the employee(s) to return to work.

ARTICLE 8 - UNION DUES

8.01 The Company agrees, to deduct from the wages of each employee in the bargaining unit, a specified uniform amount equivalent to the regular monthly dues according to the local union by-laws and the national union constitution.

8.02 Such deductions shall be made from the wages owing each employee in the bargaining unit on the second pay of each month.

8.03 Amounts deducted hereunder shall be paid by cheque payable to the Union, and remitted by mail to the national office of the Union, or to such other location as advised in writing by the Union, on or before the fifteenth day of the month following the month in which the dues have been deducted, along with a completed Standard Union 201 form. The Company will, at the time of making such remittance to the Union, specify the employees from whose pay such deductions were made along with a complete list of employee address and telephone numbers. Such statements shall also list the names of the employees from whom no deductions have been made and the reason why.

8.04 The Union shall indemnify and save harmless the Company, including its agents, and employees, from any and all claims or actions, brought by an employee arising out of or in any way related to the deductions made in accordance with this article.

8.05 The Company must receive written notification of any changes in the amount of regular monthly Union dues. Such change shall be implemented in the second month following notification.

ARTICLE 9 - UNION REPRESENTATION

9.01 (a) The Company acknowledges the right of the Union to appoint or otherwise select not more than four stewards and four alternates from amongst employees in the bargaining unit, who have completed their probation period, for the purpose of assisting employees in the presentation of grievances or bargaining on any matter, in accordance with the provisions of this Agreement. However, in exceptional circumstances the Company will not unreasonably withhold the appointment of a steward who has not yet completed their probation period.

(b) The alternate steward will only act as a steward when a regular steward is not at work.

(c) Notwithstanding the above, the Union may designate any one steward in the bargaining unit as the "Chief Steward" for that store and this steward may represent any bargaining unit member in the store.

9.02 A steward's and Union officers' first obligation is to the performance of his regular duties and he shall not leave his regular duties without first obtaining permission of the immediate manager or his designate and shall advise the manager of the nature of his business and approximate duration and report back to such manager at the time of his

return to work. At no time shall a steward interrupt employee(s) while such employees are engaged with a customer. 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 manager of that department, or his designate, of the nature of his business.

9.03 The Company shall not be required to recognize stewards until such time as it has been notified in writing of their appointment by the Union.

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

ARTICLE 10 - HOURS OF WORK

10.01 The normal work week for full-time employees shall consist of thirty seven and one-half (37½) hours per week and the normal work day for such employees shall consist of seven and one-half (7½) hours per shift exclusive of an unpaid meal period. The work week shall normally consist of five (5) days.

10.02 It is understood and agreed that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not be considered a guarantee as to the hours of work per day or the days of work per week.

10.03 Authorized hours worked in excess of thirty-seven and one-half (37½), but less than forty-five (45) hours in a week or more than

seven and one-half (7%) in the day, shall be compensated at time and one-half the employee's regular straight time hourly rate and authorized hours worked in excess of forty-five (45) hours in a week, shall be compensated at double the employee's straight time hourly rate.

10.04 There shall be no duplication or pyramiding of hours worked for the purpose of computing overtime or other premium payment.

10.05 (a) Consistent with efficiency of operations, there shall be a one (1) hour unpaid meal period in each full shift, and a fifteen (15) minute paid rest period in each completed half shift. The company will schedule rest periods as near as practicable to the midway point of the half shifts.

(b) As far as practicable the Company will schedule employees for lunch and supper periods in the same order as they are scheduled for commencement of their shifts.

10.06 It is understood persons hired on or after September 10, 2002 are hired with the agreed to expectation of being available to work on Sunday. For employees hired prior to September 10, 2002, the decision to work or not work Sundays, whether substituted for any other day of the business or work week or otherwise, shall be open to the individual employee, subject to any business requirements for emergency overtime and any applicable legislation. However, it is recognized that most employees may be expected to work a Sunday during any semi-annual inventory if requested, subject to applicable legislation and the terms of this agreement. Notwithstanding the foregoing in Article 10.06 nothing shall preclude the Company from paying more than the minimums required by this Collective Agreement for Sunday work, but any such additional payment on any one or more Sundays shall be deemed to be without prejudice and shall not set a precedent for any similar or otherwise, additional payments to any employee or group of employees for any one or more Sundays thereafter. Should the Company implement a policy of payment in Ontario greater than that set-out in this Collective Agreement in its other

locations generally then the corresponding policy will be implemented under this Agreement.

If the applicable legislation changes to allow Sunday work **to** be involuntary, the Company agrees to always solicit volunteers first and in the absence of qualified volunteers, to scheduled qualified employees in reverse order of seniority.

10.07 The parties to this Agreement recognize that the needs of the business may require the performance of overtime work from time to time and employees will co-operate in the performance of such work. The Company will attempt to advise employees of required overtime as far in advance as practicable.

10.08 The Company agrees to distribute available overtime work as equitably as practicable amongst qualified employees normally performing the work within the departments in which overtime is required. It is understood and agreed, however, that any valid claim of inequitable distribution shall result only in an employee's entitlement to the next opportunity to perform scheduled overtime in his department that he is qualified to perform.

10.09 Full-time employees will not be scheduled more than two (2) nights per week without their agreement except during the week of the Company's inventory.

Any shift commencing on or after 11:00 A.M. shall be considered a night shift.

ARTICLE III - WORK SCHEDULES

III.01 The Company will post work schedules by noon on Wednesday of each week for hours to be worked by employees during the following week or for such longer period as the Company considers appropriate. Such schedule is for the information of employees and may be subject to change.

ARTICLE 12 - NOTICE OF ABSENCE

- 12.01 Employees are required to attend work regularly. When unable to attend, the employee must contact his manager as far in advance as possible of his scheduled starting time, giving the reason he is unable to attend work, the date of his expected return, and the details as to where he can be contacted during his absence. If the employee cannot contact his manager he must contact the Human Resources Manager at the store. In the absence of both, they must contact the “executive-in-charge”. An employee may be required by the Company to substantiate the reasons for any absence. In any relevant case, the Company may also require an employee to sign a release of medical information to a doctor selected by the Company with respect to the medical condition in question or may require an employee to be examined by a doctor of the Company’s choice. The Company agrees to pay up to \$25 for each doctor’s note that it requests, upon presentation of the receipt.

ARTICLE 13 - PROBATIONARY EMPLOYEES

- 13.01 An employee will have no seniority and shall be considered on probation until he has completed ninety (90) calendar days (for full-time) and four hundred and eighty-seven and one half (487%) hours worked, or six (6) months, whichever comes first (for part-time) since the last date of hire with the Company.
- 13.02 The Company may discipline or discharge a probationary employee for any reason satisfactory to the Company at any time during the probationary period providing it acts in good faith and in a non-arbitrary manner. It is agreed that the discipline or discharge of a probationary employee is a matter which is not covered by the terms of this agreement except as stated in 4.01(e) above, and therefore shall not be grievable or arbitrable.

13.03 Notwithstanding the above, it is recognized and agreed by the Company and the Union that the Company may, between October and January inclusive each year, hire new employees on a limited term basis for the busy season and such person will be treated as a probationary employee for the duration of the period of employment. If the employee is retained after that period in any year, he or she shall be credited with all time worked toward completion of probation and, once that is completed, toward seniority as specified in this Agreement.

ARTICLE 14 - SENIORITY

14.01 The seniority of an employee shall be defined as length of uninterrupted service since the last date of hire with the Company. Seniority shall only be credited upon the completion of a probationary period of ninety (90) calendar days for full-time and four hundred and eighty-seven and one half (**487.5**) hours worked or six (6) months, whichever comes first, for part-time. Seniority rights will apply only to the extent expressly provided in this agreement.

14.02 The seniority of an employee shall be lost and his employment automatically terminated for any of the following reasons.

- (a) he quits his employment;
- (b) he is retired;
- (c) he is discharged for just cause and is not reinstated;
- (d) he does not perform work for the Company for a period of twelve (**12**) months in the case of lay-off;
- (e) he does not perform work for the Company for a period of twenty-four (**24**) months for any other reason other than lay-off, provided that the Company has met its obligations to accommodate the employee under any applicable legislation;

- (f) he is absent from work without permission for more than three (3) consecutive working days unless an explanation satisfactory to the Company is given by the employee;
- (g) if an employee overstays a vacation or leave of absence without securing the extension of such leave of absence or vacation from the Sales Manager or Human Resources Manager unless an explanation satisfactory to the Company is given by the employee;
- (h) if an employee who is recalled to work fails to return within ten (10) calendar days of mailing of notification to return. **Such** mailing shall be by registered mail to the last address of the employee that the Company has in its files for that employee;
- (i) If an employee utilizes a leave of absence for purposes other than those for which it was granted;
- (j) he fails to return to work immediately after the Company has been notified by a doctor or Workplace Safety and Insurance Board that the employee is able to return to his job.

It will be the responsibility of employees to provide written notification of any changes in their address to the Human Resources Manager.

LAY-OFF AND RECALL

- 14.03
- (a) If the Company decides to decrease the full-time workforce in a Merchandising Division and it, in the Company's opinion, is satisfied that the qualifications of employees to perform the work available without training, are equal, then employees will be laid off from work in reverse order of their seniority. The opinion of the Company will be applied reasonably and in a non-arbitrary manner.

(b) Full time employees, who would be subject to the terms of 14.03 (a) will be offered work in other merchandising divisions and/or departments by overall seniority, where the company has identified existing vacancies at the time if they are capable of performing work in a competent manner without training, or any full time employee who is subject to lay-off may elect to displace the most junior employee from an equivalent or lower classification, for which he has the minimum requirements and the ability to perform the job within the same merchandising division or one other merchandising division to be decided by the Company. Any such displacement cannot lead to additional displacements.

14.04 If the full time employee elects not to use 14:03(b) above the Company may recategorize him to part time status. Failing all of the above, the full time employee will be laid off.

14.05 If the Company decides to increase its full-time work-force it shall first consider regular full-time employees who are on lay-off and shall recall the most senior employee provided the Company, in the Company's opinion, is satisfied he has the qualifications to perform the work available without training. The opinion of the Company will be applied reasonably and in a non-arbitrary manner.

14.06 The Company will not be obliged to apply the seniority provisions of this article in any lay-off which does not exceed 10 consecutive working days.

14.07 The Merchandising Divisions are:

Ladieswear
Lingerie
Accessories
Jewellery
Menswear
Children's Wear
Footwear
Style Outlet

Cosmetics/Fragrances

China
Housewares
Linens
Gift Registry
Seasonal

Major Home Fashions

Receiving
Visual Presentation
In Store Marketers
Floor Stock Handlers (EMC)

* Removed Restaurant

JOB POSTINGS

- 14.08 (a) Where the Company decides a full-time new or vacant position exists it shall post notice of such vacancy in the store for a period of seven (7) days inclusive of Saturday and Sunday and a copy of such posting shall be provided to the chief steward. Part-time commission positions will be posted in accordance with the procedure and criteria set out in this article. Employees bidding on such vacancy must make application to the Human Resource Manager no later than the fifth working day. The Company need not consider any applicant to a posting who has, within the prior six (6) month period successfully bid on a vacancy. The Company will post the name of the successful applicant within one (1) month of taking down the job posting. All other applicants will be notified. Any cosmetic postings will indicate the available line.
- (b) Such employees shall be considered for the position on the basis of their qualifications and seniority. If the Company, in the Company's opinion is satisfied that qualifications of employees to perform the job, without training, are relatively equal, then the most senior employee shall be promoted. The opinion of the Company will be applied reasonably and in a non arbitrary manner.
- (c) If the Company, in the Company's opinion, is satisfied that nobody who has applied is qualified to satisfactorily perform the requirements of the job, without training, the Company may select any employee in the bargaining unit for training or appoint an employee from outside the bargaining unit or outside of the store, or hire a new employee. The opinion of the Company will be applied reasonably.

In the event of a layoff under Section 58 of the Employment Standards Act S.O. 2000, c.9. in one store, the Company agrees upon the request of the Union, that employees may request to exercise their seniority to fill

vacancies in other CAW Canada Local 1000 units in Unionized Bay Ontario stores for which they are qualified, before new employees are hired, for a period of three (3) months. In the event where an error on the part of the Company is determined to have occurred, the Company shall have a right to displace the person incorrectly appointed without penalty to the Company.

- (d) Nothing within this article limits the Company's right to assign or transfer employees within the same classification to different job assignments within that classification.

The Company agrees that non-disciplinary transfers shall be limited to two per calendar year, per employee. Non-disciplinary transfers in excess of ~~two~~ per calendar year shall only be made by mutual consent;

- (e) This article will not apply where the Company does not expect the vacancy to exceed sixty (60) calendar days or where the vacancy is caused by illness, accident, vacations or leaves of absence including pregnancy or parental leave. Such vacancies may be filled at the sole discretion of the Company.

14.09 For the purposes of the Collective Agreement a promotion shall be defined as a movement from one classification to another classification within the bargaining unit, where the maximum rate of pay applicable to the new classification exceeds the maximum rate of pay applicable to the employee's present classification.

14.10 For the purposes of the Collective Agreement "qualifications" shall be defined as an employee's skill, ability, education, productivity, experience.

- 14.1 ■ The Company recognizes the need and importance of providing its employees with opportunities for personal growth and development. For the purpose of career counseling the employee's immediate manager is available to discuss career interests at any time. This includes inquiring about career opportunities, specific job openings, in-house training, outside courses, seminars, reading materials or anything that interests the employee with respect to your career development.

ARTICLE 15 - PART-TIME - FULL-TIME TRANSFER

- 15.01 When a full-time employee is moved to a part-time position, within the bargaining unit, he shall be credited with part-time seniority equivalent to his full-time seniority or his original part-time date, if any.
- 15.02 When a part-time employee moves to a full-time position, within the bargaining unit, he shall be credited with full-time seniority equivalent to one-half ($\frac{1}{2}$) his part-time seniority to a maximum of two (2) years.
- 15.03 When an employee moves from a part-time position to a full-time position, within the bargaining unit, he shall receive up to six (6) months credit for previous service with the Company, for the purposes of vacation and other benefit entitlements.

ARTICLE 16 - SENIORITY LISTS

- 16.01 The Company agrees to post separate seniority lists for full-time and part-time employees, twice a year, on March 1 and September 1 of each year. Employees, who wish to question their seniority, must do so within thirty days of such posting. If no challenge is made within thirty days, the employee's seniority shall be deemed correct. A copy of the list will be sent to the local union office and to the Chief Steward or designate.

ARTICLE 17 - GRIEVANCE AND ARBITRATION PROCEDURE

17.01 For purposes of the Collective Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.

For purposes of this article, reference to "days" relating to steps in the grievance and arbitration procedure shall exclude Saturdays, Sundays and paid holidays.

A complaint that a probationary employee has been disciplined or discharged shall not constitute a difference between the parties under this agreement.

17.02 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible. It is understood that an employee has no grievance until he has first given his immediate manager the opportunity of adjusting his complaint orally or in writing.

If any employee has a complaint, he shall discuss it with his immediate manager within five (5) days after the circumstances giving rise to the complaint have occurred or ought to have reasonably come to the attention of the employee. The manager shall give his response to the complaint within five (5) days and, failing settlement, it may be then taken up as a grievance within five (5) days after being advised of the immediate manager's decision in the following manner and sequence:

If the employee wishes, he may go directly to step 1 of the grievance procedure without following the process outlined above. If an employee decides to go directly to step 1 he must file his grievance under step 1 within five (5) days after the circumstances giving rise to the grievance have occurred or ought to have reasonably come to the attention of the employee.

Step #1

The employee, who may request the assistance of his steward, may present his grievance to his immediate manager. The grievance shall be in writing on a grievance form approved by the Company and the Union. The grievance shall be signed by the employee and shall include the nature of the grievance, the remedy sought and the provisions of the Agreement which are alleged to have been violated. Failing settlement, the immediate manager shall deliver his decision in writing within five (5) days following the presentation of the grievance to him.

Failing Settlement:

Step #2

Within five (5) days after the decision in which Step #1 is given, the employee, who may request the assistance of the steward, may submit the grievance in writing to his Human Resources Manager or his designate who shall deliver his decision in writing within five (5) days following the presentation of the grievance to him. Where an employee's immediate manager and the Human Resources Manager are the same person, this step shall be omitted.

Step #3

Within five (5) days after the decision in Step #2, the griever, who may have the assistance of the Union steward, may submit the grievance in writing to the Store Manager or his designate. A meeting will then be held between the Store Manager or his designate and the employee and the Union steward. Such meeting shall be held within five (5) days of submission of the grievance at Step #3 unless extended by agreement of the parties. It is understood and agreed that a staff representative of the Union shall be present at such meeting at the request of either party and that the Company may **also** have such counsel and assistance as it may desire. The decision of the Store Manager or his designate shall be delivered in writing within five (5) days following the date of such meeting.

17.03 It is agreed that a policy grievance arising directly between the Company and the Union shall be originated under Step #3 and the time limits set out with respect to the step shall appropriately apply. It is understood, however, that the provisions of this section may not be used with respect to a remedy directly affecting an employee or employees and that the regular grievance procedure shall not be thereby bypassed.

An arbitrator dealing with a grievance brought pursuant to this section is only authorized to issue a declaration.

17.04 A claim by an employee who has completed his probation period that he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged with the Company at Step #3 of the grievance procedure within five (5) days after the date the discharge or suspension is effected.

Such grievance may be settled under the grievance or arbitration procedure by:

- (a) confirming the Company's action in dismissing the employee, or
- (b) by any other arrangement which may be deemed just and equitable.

ARBITRATION C

17.05 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievances may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within thirty (30) days after the decision under Step #3 is given, the grievance shall be deemed to have been abandoned.

- 17.06 Where no written answer has been given within the time limit specified, the grievance may be submitted to the next step of the foregoing procedure, including arbitration.
- 17.07 No adjustment effected under the grievance or arbitration procedure shall be made retroactive beyond five (5) days prior to the date that the grievance was formally discussed or presented to the Company except in the case of wages or other cash benefits issues, where the adjustment shall not be retroactive prior to the first occurrence of the issue but in any case not before 45 days prior to the date that the grievance was formally discussed or presented to the Company.
- 17.08 When either party requests that any matter may be submitted to arbitration as provided in the foregoing article, it shall make such request in writing addressed to the other party to this agreement. The parties agree that they will use the arbitrators on the following list to resolve arbitrations arising under this collective agreement. The arbitrators will be used in rotation:
- | | |
|-------------|------------|
| JANE DEVLIN | PAMPICHER |
| EARL PALMER | WES RAYNER |
- 17.09 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 17.10 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.
- 17.11 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this agreement, nor to alter, modify, add to or amend any part of this agreement nor to award interest.
- 17.12 The proceedings of the arbitrator will be expedited by the parties hereto and the decision of the arbitrator will be final and binding upon the parties hereto and the employee or employees concerned.

- 17.13 Each of the parties will share equally the expenses, if any, of the arbitrator.
- 17.14 The parties acknowledge that the time limits set out in both the grievance and arbitration procedures must be strictly complied with except by written agreement to extend them and failure to **so** comply shall result in the grievance being deemed to have been abandoned.

Mediation

- 17.15 The parties also agree that any grievance may be submitted to mediation by mutual agreement of the parties. The parties shall mutually agree on who shall be the mediator and shall split the costs. Any such mediation shall be on a purely without prejudice basis to either parties' positions and shall not otherwise affect the rights of either party to proceed to arbitration in accordance with the terms set out herein, in the event that the grievance is not resolved through mediation.

ARTICLE 18 - LEAVES OF ABSENCE

- 18.01 The Company may, in its discretion, grant leave of absence without pay for legitimate personal reasons. Requests for such leave shall be made in writing to the Sales Manager or 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.

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

- 18.02 **Jury and Witness Duty** - A regular full-time employee called for jury duty or subpoenaed as a Crown witness shall receive for each day absent from regularly scheduled working hours, the difference between regular pay lost and the amount of jury or witness fee received, providing the employee furnishes the

Company with a Certificate of Service signed by the Clerk of the Court showing the amount of any fee received. On such days, the employee must work regularly scheduled hours that remain possible as a result of when such witness or jury duty starts or finishes. The employee shall call his manager or designate to ascertain whether it is necessary to report for work.

- 18.03
- (a) In the event of a death in the immediate family, a regular full-time employee will be granted up to five (5) consecutive days leave of absence commencing with the date of death and concluding with the day following the funeral. Such leave shall be without **loss** of pay from regular earnings. Immediate family shall mean spouse, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchildren, common-law partner and same **sex** partner.
 - (b) In the case of a death of a regular full-time employee's aunt, uncle, grandparent, brother-in-law, sister-in-law, niece, nephew, a leave of one (1) day shall be granted without **loss** of regular earnings only for attendance at the funeral unless such relative, at the time of death, was residing with the employee in which case the provisions of 18.03(a) above shall apply.

18.04 All attempts should be made to book medical and dental appointments outside of scheduled hours of work. Failing this, a full-time employee will be entitled to up to two (2) hours off with pay to attend such non-recurring appointments within reasonable limits of frequency. Verification is required and, must be presented when returning to work.

18.05 **LEAVE FOR UNION BUSINESS**

a) Taking into account the needs and efficiencies of the business, the Company may grant a leave of absence without pay to Union Stewards and officers and representatives to attend to Union business.. All leaves shall not exceed three (3) months per year per person.

b) The Company will also grant a leave of absence to one employee at one time who is elected to a full time office in the local Union or the National office for the period for which he/she is elected to hold such office to a maximum of three years. Such employee shall be entitled to return to his/her former position without **loss** of seniority.

18.06 All leaves granted under Article 18.01 to deal with the death, illness, injury, medical emergency, or urgent matter of a family member; or, any leave granted under Article 18.03, or a leave granted for personal illness, injury or medical emergency, shall count towards the employee's yearly entitlement to emergency leave under the provisions of the Employment Standards Act S.O. 2000, c.9.

FAMILY MEDICAL LEAVE

18.07 Family medical leave may be granted to provide care and support to a family member whose illness is potentially fatal pursuant to the Employment Standards Act.

ARTICLE 19 – PREGNANCY AND PARENTAL LEAVE

19.01 Pregnancy or parental leave shall be granted in accordance with the terms set out in the Employment Standards Act S.O. 2000, c.9 as amended. Seniority shall accumulate during pregnancy or parental leave.

ARTICLE 20 - NEGOTIATING COMMITTEE

20.01 The Company agrees to recognize a negotiating committee of up to 3 regular full-time sales employees and 2 part-time sales employees who are members of the bargaining unit.

Such committee members will be paid by the Company for all regular hours spent in actual negotiations with the Company up to 7.5 hours per day for a maximum of 8 days, unless mutually agreed.

ARTICLE 21 - HEALTH AND SAFETY

21.01 It is the policy of the company to make reasonable provision for safe and healthful working conditions for all employees and the employee agrees to work in a safe manner.

The Union agrees to assist the Company in maintaining proper observation of all health and safety rules.

21.02 (a) The Company agrees to pay all non-probationary receivers, receiver helpers, maintenance engineers and floor-stock handlers seventy-five (75) dollars once per year towards the purchase of safety footwear upon submission of a receipt to the Human Resources Department.

(b) The above allowance will apply to all shifts.

21.03 There will be a safety committee in the store consisting of equal representation from management and employees. This committee will meet not less than bimonthly. Tours will be done by a member from management and one employee on a monthly basis, the results of which will be discussed at the Committee meetings.

21.04 The Company will provide training for the certification of one (1) Health & Safety Employee Representative per store, as per government legislation. Any hours missed as a result of this training will be paid.

ARTICLE 22 - INJURY

22.01 Where an employee is injured at work during the performance of his duties and responsibilities as a result of which he cannot complete the balance of his shift and has reported such injury to the Company, he shall be sent home and paid for the balance of his shift at his regular straight time hourly rate.

ARTICLE 23 - BULLETIN BOARDS

23.01 The Company shall make available two (2) locations mutually agreeable for the purpose of posting notice regarding meetings and other Union matters. All such notices must be signed by a Union officer and must be approved by the store manager or his designate prior to posting.

A portable one may be used at staff entrance before store opening on days that the Union wants to announce meetings. A copy of this agreement will be posted on the Union bulletin board.

ARTICLE 24 - MEAL ALLOWANCE

24.01 Employees who are required to work more than 10 continuous hours shall be granted a meal allowance of up to three dollars (\$3.00), upon presentation by the employee of an applicable receipt except where a meal is provided by the Company.

ARTICLE 25 - VACATIONS

25.01 All employees shall be entitled to vacation with pay based on length of full-time continuous service as follows:

- (a) employees who have completed less than one (1) year of full-time continuous service as of June 30 in any year shall be entitled to a vacation in the amount of one (1) day for each completed calendar month of service up to June 30 to a maximum of ten (10) days;

- (b) employees who have completed ten (10) or more full calendar months of full-time continuous service as of June 30th in any year shall be entitled to a vacation in the amount of two (2) weeks;
- (c) in the year that the employee completes four (4) years of full-time continuous service his vacation entitlement shall change to three (3) weeks;
- (d) in the year that the employee completes ten (10) years of full-time continuous service his vacation entitlement shall change to four (4) weeks;
- (e) in the year that the employee completes fifteen (15) years of full-time continuous service his vacation entitlement shall change to five (5) weeks;
- (f) in the year that the employee completes twenty (20) years of full-time continuous service his vacation entitlement shall change to six (6) weeks.

25.02 There shall be no carry over of vacation from one calendar year to the next.

- 25.03
- (a) Vacation pay for each week of vacation entitlement shall be in the amount of the employee's regular weekly earnings excluding overtime or any other premium.
 - (b) For employee's paid on commission, vacation pay will be calculated based on the employee's regularly scheduled hours excluding overtime or other premiums, using the employee's average hourly rate where this has been calculated for the employee according to established procedures.

25.04 Vacations shall be scheduled by the Company. Employees with less than two weeks vacation entitlement must take their entitlement at one time. Employees with 4 weeks or more

vacation entitlement must take their entitlement in at least two periods, no period being greater than three weeks. An employee must take at least one week of vacation at any one time.

- 25.05
- (a) Where an employee leaves the employ of the Company, the Company reserves the right to pay outstanding vacation pay in the amount of four (4) percent of gross earnings from the previous July 1st less any amount of vacation pay previously paid. 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 his last pay. If insufficient amount exists in the employee's last pay, he shall be obligated to repay the overpayment.
 - (b) Where an employee is absent for any reason (which absence is unpaid by the Company) for a total of sixty (60) work days or more in any vacation year, the Company reserves the right to pro-rate the vacation and vacation pay entitlements provided herein (e.g. an employee absent sixty-one (61) work days would have vacation and vacation pay entitlements reduced by $61/260$).

25.06 Employees shall indicate their vacation preferences, if any, no later than March 1st in each vacation year. Where an employee requests a specific vacation period, the Company shall confirm or deny, in writing, such request within two (2) weeks of receipt of the same. Where, in scheduling vacations in accordance with the foregoing, conflicts arise as to choice of vacation times, consideration shall be given to respective length of service, and the efficiency of operations in the final determination of a vacation schedule.

ARTICLE 26 - HOLIDAYS

26.01 Full-time employees shall be entitled to the following holidays with pay:

New Year's Day
Good Friday
Victoria Day
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day
A Floating Holiday

If the federal or provincial Government declares another statutory holiday, it shall replace the Floating Holiday mentioned above.

26.02 Holiday pay shall be computed on the basis of the number of hours the employee would otherwise have worked had there been no holiday, at the employee's regular straight time hourly rate of pay.

26.03 In order to qualify for holiday pay, the employee must work his full scheduled hours of work on his work day immediately preceding and immediately following the holiday unless excused by the Company or the employee was absent due to:

- (a) regularly scheduled vacation;
- (b) an employee's regularly scheduled day off;
- (c) absence due to sickness or accident supported by a doctor's note or a leave of absence.

26.04 In the event that any of the above holidays fall on a Sunday, the Company agrees to schedule another day off, with pay, in lieu of the holidays set out above.

- 26.05 Where an employee is required to perform work on one of the above-mentioned holidays, he shall be paid time and one-half (1½) his regular straight time hourly rate for all hours worked in addition to another day off with pay in lieu of the holiday as set out above.
- 26.06 (a) Where a holiday falls during an employee's scheduled vacation period his vacation shall be extended by one day or a day may be taken at a later date by mutual agreement between the employee and the employer within two (2) weeks.
- (b) Where a holiday falls during an absence unpaid by the Company, including lay-off, the employee will not receive holiday pay.
- (c) Where a holiday falls while an employee is on sick leave, he shall not receive holiday pay but will continue to receive sick pay to which he is entitled.
- (d) If a statutory Holiday falls on an employee's day off, they should be allowed a day by mutual agreement at a later date within the same monthly accounting period.

ARTICLE 27 – WAGES

- 27.01 (a) The Salary scale applicable under this agreement for employees employed on September 10, 2002 who have not reached the top rate for their classification is attached as Appendix A1. If the employee moves to a new classification they will fall under the salary scale attached as Appendix A2.
- 27.01 (b) (i) The salary scale applicable under this agreement for all employees hired on or after September 10, 2002, and for employees hired before September 10, 2002, who are at, or who reach the top rate for

their classification, as specified in Appendix A1, is attached as Appendix A2. The rates in Appendix A2 are minimum rates only. The Company may, at its sole discretion, pay an employee above the specified rates.

Employees commence work in the classification at the start rate and move to the next rate after the stipulated months in their classification.

- (ii) In the administration of this compensation system, no employee shall have his or her wage rate reduced.

Wages for Employees on Appendix A2

27.01 (c) (i) On January 1, 2005 all employees on appendix A2, who are at or above the one (1) year rate on January 1st, will receive a minimum of 1.5% increase over their existing rate.

(ii) On January 1, 2006 all employees, who are at or above the one (1) year rate on January 1st, will receive a minimum of 1.5% increase over their existing rate.

(iii) On January 1, 2007 all employees, who are at or above the one (1) year rate on January 1st, will receive a minimum of 1.5% increase over their existing rate.

27.02 The rates payable to Commission Sales Specialists are attached hereto as Appendix B.

27.03 Where the company designates a full-time Gift Registry Consultant in the store it will pay said employee at the Department Head rate. There will be a limit of two (2) per store.

ARTICLE 28 - BENEFIT PLANS

- 28.01 It is agreed that the application of the Company's benefits relating to Health and Dental Care, Employee Discounts, Travel Allowance, Canada Savings Bonds, Sickness Disability, Pension Plan and Group Life Insurance, Group RRSP, Share Ownership shall continue in respect to the employees in conformity with their general application throughout the Company, including any improvements or reductions made to such plans. The application of such benefit plans may be the subject of a grievance, 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.
- 28.02 Five-Twelfths(5/12) of UIC premium reduction received by the Company as a result of the registration of its sick leave plan has been applied to offset the cost of benefits provided under this agreement, pursuant to the employees' entitlement under the applicable legislation.
- 28.03 The Company will provide all details of benefit changes to the Union, as soon as possible and, in any case coincident with their introduction.
- 28.04 Benefits contributions will be maintained while an employee is on leave of absence for Union business as per article 18.05 and the Union will reimburse the company.
- 28.05 It is agreed that employees shall be eligible to receive the current employee bonus plan. The application of the bonus plan shall conform with the general application throughout the Company including any improvements or reductions, as apply from time to time. The Company shall provide written notification to the Union of any and all employee bonus plans and corresponding implementation dates.

ARTICLE 29 - PART-TIME EMPLOYEES

29.01 The foregoing articles represent in full the agreement which applies to the "full-time sales and office divisions", which are described as "any employee listed in the Sales Wage Scales of Appendix A hired for an indefinite period and who **is** regularly scheduled to work the normal full time hours referred to in Article 10.01, Hours of Work of this Collective Agreement", specifically. The articles which apply to the "part-time sales division" are set out in Appendix C which forms part of this agreement.

ARTICLE 30 – HARASSMENT PROTECTION

30.01. JOINT HARASSMENT PROTECTION POLICY

The Company and the Union fully support the policy that:

- (a) Every employee has a right to freedom from harassment in the workplace by any agent of the employer or by another employee on any prohibited Human Rights ground. These grounds typically include race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, religion, age, sex, marital status, family status, handicap, and sexual orientation.
- (b) Every employee has the right to be free from a sexual solicitation or a reprisal or a threat of reprisal for the rejection of a sexual solicitation.
- (c) Any employee believing him or herself to be or about to be harassed by another employee has a duty to specifically request the other employee to refrain from such behaviour. Harassment is defined as a course of vexatious comment or conduct that **is** known or reasonably ought to be known to be unwelcome. For clarification, harassment is one or more actions or comments related to any prohibited ground which the harasser could reasonably have been expected to know to be unwanted and damaging, humiliating or vexatious.

- (d) Every employee has the duty to report harassment of any employee to the proper managerial authority to remedy the problem, should the behaviour not cease immediately on drawing it to the harasser's attention.

For clarification, harassment does not include, among other things, proper management disciplinary actions or actions related to performance or attendance problems which are conducted according to Company procedures.

The following procedures have been developed to ensure rapid response to, and resolutions of, harassment incidents.

Strictest confidentiality will be maintained at all times subject to the requirements for the Company to investigate and resolve the matter. Appropriate due process will be accorded to all those involved.

STEP ONE - INFORMAL DISCUSSION

In the event the employee believes him/herself to be harassed by another employee, he/she may discuss the nature of the incident(s) with any one of the following individuals of their choosing:

- (a) immediate manager
- (b) store executive

An employee, either the complainant or the alleged harasser, may seek the assistance of a union representative or a co-worker during any part of the process.

If the employee elects to discuss the complaint with the manager, or store executive, it is then the responsibility of the recipient to notify the Store executive immediately of the complaint unless the matter is fully resolved and the employee is completely comfortable with the situation. Since the complaint is of a sensitive nature, the complainant should be given the opportunity to request a suitable interviewer, perhaps, for instance, of the same sex. If this is not possible, the complainant should then be given the opportunity to express, in writing, to the person of his/her choice, the events that transpired.

STEP TWO - FORMAL INVESTIGATION

Once the matter has been brought to the attention of the Store executive, an internal investigation of the complaint will be conducted at which time the complainant will be requested to present, in writing, the particulars of the harassment. Such internal investigation will be initiated no later than ten (10) business days of the matter being brought to the attention of the Store executive, and shall be concluded no later than thirty (30) business days of the initiation of the investigation. Any extension of the aforementioned time frames must have the agreement of the complainant and the union if the complainant has chosen to involve it.

Based on the outcome of the investigation, which will be provided in writing upon the completion of the investigation, to both the complainant and the union, should the complainant consent to this disclosure, it will be determined if there has been a breach of Company policy on harassment, and the appropriate action will be taken in the event that harassment is determined to have occurred.

STEP THREE - SUBSEQUENT INCIDENTS

Subsequent incidents should immediately be reported and followed by a written description to the most senior store executive involved in Step Two for further investigation and disciplinary action, if confirmed, with a copy to the union Chairperson with the consent of the complainant.

After all steps of the Harassment Protection Policy have been exhausted, if the incident has not been resolved to the satisfaction of the employee, the employee may file a grievance at Step 2 of the grievance procedure.

30.02 - DOMESTIC SITUATIONS:

The Company agrees to recognize that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance at work. For this reason and with adequate verification (i.e. doctor, lawyer, professional counselor), the Company and Union agree that any employee who makes it known that he or she is experiencing a situation like this, will not be subject to discipline if any absence can be linked to the situation.

JOINT ANTI-HARASSMENT STATEMENT

THE BAY AND CAW AND ITS LOCALS 240 AND 1000

The Bay and the **CAW** and its Locals 240 and 1000 are committed to providing a harassment free workplace. Providing fair and equitable treatment for all employees is best achieved in an environment where all individuals interact with mutual respect for each others' rights.

WORKPLACE HARASSMENT / POLICY AND THE PROCEDURE DEFINED

Every employee has the right to work in an environment free of harassment. This right includes the responsibility to eliminate harassment in our workplace, either as a participant or as an observer.

This policy outlines the commitment of The Bay and the CAW and its Locals 240 and 1000 to ensure a harassment-free workplace as required under The Ontario Human Rights Code legislation and will act as a guide to employees in adhering to legal and social guidelines regarding the recognition and prevention of harassment.

This policy exists to underline the fact that the Company and the Union regard workplace harassment as a serious matter and to establish that there is no acceptable level of harassment at The Bay. Employees who feel that they are being harassed are encouraged to seek protection as provided under the language in the collective agreement.

For the Company

For the Union

ARTICLE 31 – TERMINATION ALLOWANCE

In the event of closure of all or part of the Employer's retail store, which results in the permanent lay-off of any employees, the employer agrees to pay each employee so affected, in accordance with Company policy, the following:

- Less than one (1) completed year of service: according to Employment Standards (if any).
- A year or more but less than five (5) completed years of service: one (1) week's pay for each completed year of service.
- More than five (5) completed years of service: five (5) weeks for the first five (5) years of service plus one and a half (1.5) weeks per completed year of service for each subsequent year up to a maximum of thirty (30) weeks in total.

ARTICLE 32 – DURATION

32.01 This agreement shall be considered effective from January 1, 2005 to December 31, 2007.

Nothing will be retroactive prior to the date of ratification unless **expressly** indicated.

SIGNED AT TORONTO, ONTARIO THIS 21st DAY OF December, 2005.

FOR THE UNION

FOR THE COMPANY

Karen Wilson
Audrey Holmes

Kathy Greenhaus

[Signature]

[Signature]

APPENDIX A

NON-COMMISSION WAGE SCHEDULE

1. The Company reserves the right to hire or transfer employees into any position in the range providing all similarly qualified and classified employees are likewise upgraded.
2. Employees designated as Lead Hands may be paid at any rate above the minimum rate set out in the classification.
3. When the Company wishes to establish a new classification within the bargaining unit, it will seek agreement of such classification and its suggested wage rates from the union, failing which the final rate will be determined in the next round of negotiations.
4. These scales provide titles and rates for positions which, at the time of signing, appeared to represent all reasonably possible bargaining unit positions. The existence of a position title in the scale tables therefore does not imply that such a position exists or must exist in the bargaining unit during the course of this Agreement.
5. Employees scheduled on a shift which commences after store closing and continues past midnight will be paid an additional seventy-five (75) cents per hour in addition to their regular hourly rate

Toronto (Brampton) Appendix A I Scales for employees on staff as of the date of ratification

<u>Classification</u>	<u>Prob.</u>	<u>Start</u>	<u>1000</u>	<u>2000</u>	<u>4000</u>	<u>5000</u>	<u>6000</u>
SNC	8.25	9.17	10.14	10.65	11.13	11.77	12.96
DH	9.09	10.10	11.11	11.69	12.19	12.87	14.11
RECEIVER-LH	12.43	13.81					17.55
RECEIVER	10.14	11.27		12.79	13.55	14.68	
REC.HELPER	8.89	9.88		11.31	12.09	13.07	
FLR.STOCK HDLR.	8.25	9.17	10.43				
VIS.MDSR.	9.19	10.21		11.66	12.41	13.17	14.31
VIS.MDSR. II	11.17	12.41		14.13	15.01	15.92	17.19
IN-STORE MARKETER	9.09	10.10	11.11	11.69	12.19	12.87	14.11
FOOD I	7.13	7.51	8.12	8.54			
FOOD II	7.23	7.61	8.23	8.82			
FOOD III	7.48	7.87	8.77	9.59	10.37		10.96
FOOD IV	7.96	8.38	9.59	10.37	10.73		11.23
WAIT-STAFF	6.24	6.57					
COOK/BARTENDER	7.87						11.23
SHOE SALES BASE+ COMM (LAST YR'S SNC SCALE) +	8.25	9.17	9.99	10.49	10.97	11.60	12.77

Toronto Appendix A2 Scales effective date of ratification (2005)

<u>Sherway/Brampton</u>	2005			2006			2007		
	Start	6 mth	12 mth	Start	6 mth	12 mth	Start	6 mth	12 mth
<u>CLASSIFICATION</u>									
SNC	8.50	8.93	9.38	8.50	8.93	9.38	8.50	8.93	9.38
DEPARTMENT HEAD	9.35	9.82	10.31	9.35	9.82	10.31	9.35	9.82	10.31
RECEIVER-LH	12.43	13.20	14.02	12.43	13.20	14.02	12.43	13.20	14.02
RECEIVER	10.14	10.79	11.44	10.14	10.79	11.44	10.14	10.79	11.44
REC.HELPER	8.89	9.34	10.03	8.89	9.34	10.03	8.89	9.34	10.03
FLR.STOCK HDLR.	8.50	8.93	9.38	8.50	8.93	9.38	8.50	8.93	9.38
VIS.MDSR.	9.35	9.82	10.36	9.49	9.96	10.46	9.63	10.11	10.62
VIS.MDSR. II	11.34	11.90	12.60	11.51	12.09	12.69	11.68	12.26	12.87
IN-STORE MARKETER	9.35	9.82	10.31	9.35	9.82	10.31	9.35	9.82	10.31
FOOD I	Not applicable			Not applicable			Not applicable		
FOOD II									
FOOD III	7.60	7.83	8.06	7.75	7.98	8.22	8.00	8.24	8.49
FOOD IV	8.09	8.34	8.59	8.25	8.50	8.76	8.52	8.78	9.04
WAIT-STAFF	6.50	6.70	6.90	6.75	6.95	7.16	6.95	7.16	7.37
COOK/BARTENDER	7.98	8.22	8.47	8.14	8.38	8.63	8.40	8.65	8.91
SHOE SALES BASE+ COMM	8.25	8.93	9.38	8.50	8.93	9.38	8.50	8.93	9.38
(LAST YR'S SNC SCALE) +									

APPENDIX B

COMMISSION SALES

The following constitutes the current commission categories and commission rates. Where these rates represent changes to prior practice, they will be implemented as soon as feasible. These rates are guaranteed as minimum rates for the duration of the Collective Agreement.

The rates below do not imply that every category of merchandise shown will be available, but are included for completeness.

The company agrees that the new non-productive average will be calculated by the end of the first full pay period in February.

Commission policies, other than those fixed for the duration of this Collective Agreement by its terms or by attached Letters of Understanding, will be applied in conformity with their general application throughout the Company. Changes to Commission policies shall be promptly communicated to the employees.

Sales managers in commission departments will make their best efforts to ensure that commission salespersons who are scheduled on duty for commission selling have the first opportunity to serve the needs of the customers.

BIG TICKET BASE PLUS COMMISSION

Upon ratification of the Collective Agreement the Company will implement a base plus commission system, consisting of the SNC hourly rate from the previous year plus 2%.

AVERAGES

The commission average hourly rate will be calculated on year to date gross pay at the end of Pay Period 26 divided by all hours incurred during that same time period.

RETURNS

Any customer return of Big Ticket Merchandise, when the customer has had possession of the merchandise for more than sixty (60) days will not be charged back against the commission earnings of the salesperson. The salesperson is not to receive duplicate commission on the same sale where there are exchanges (even or uneven) outside the 60 days.

ONE PERCENT (1%) COMMISSION

A 1% commission rate will be paid for all sales made by a commission employee of any merchandise in non-commissionable categories.

All commissions earned on the sale of this merchandise will be paid through the automated commission system.

SUGGESTION SELLING COMMISSION

In the case of add-on sales of non-commissionable merchandise rung up on the same bill as commissionable items, commission employees will receive commission for these add-on sales at the SAME RATE as the commissionable items. This means that any merchandise sold through suggestion selling to the same customer, at the same time on the same bill, will receive the full commission rate regardless of what it is. The item does not need to be a traditional "go-with" item.

PROCEDURE FOR CLAIMING ADD-ON SALES

Add-on sales of non-commissionable items registered on the same bill as a commissionable item (or to the same customer in BTI) will have to be reported on a weekly manual commission report. The manager or a member of store management will have to sign each bill as well as each line on the manual commission report.

RED FIGURE PROBLEMS

Where all commission salespersons in a department are experiencing prolonged difficulty in meeting sales performance targets and indicate their belief that the problem is not attributable to them as individuals, the company at the commission salesperson's joint request shall establish a review of the entire departmental selling situation and will consider implementing all or some of the recommendations of the review body. Evidence of the desire to have a review shall **be a** request signed by all commission staff in the department. The review body shall consist of at least:

- store manager
- store human resources manager
- regional human resources manager
- one or more representatives of the department
- union steward
- one or more representatives of other commission departments at the same or other stores
- sales managers
- union staff representative

Until such time as the situation has been resolved, with or without implementation of the recommendation(s) if any, above, no new staff will be added to the department as long as the majority continue to have difficulty meeting sales targets. Nothing herein limits the Company's right to counsel and/or discipline individual commission salesperson for poor performance up to and including establishing a final probationary period in cases of extended failure to perform adequately after all reasonable counseling has been provided. Nothing herein limits any right of the Union to grieve breaches of the collective agreement or the terms of this clause.

COMMISSION DEPARTMENT REVIEW REQUEST FORM

We, the undersigned, believing that there are causes beyond our control causing us to be unable in spite of our best efforts to meet reasonable sales performance targets, request a review of our departmental selling situation as permitted under the attached procedure.

(To be signed by all members of the affected department)

NAME

SIGNATURE

DATE

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
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_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Department: _____ Store : _____

COMMISSION RATES - SHOES

<u>Category</u>	<u>General Description</u>	<u>Commission</u>
262	women's shoes & dress shoes	2.5%
263	better shoes	"
264	women's sandals & seasonal goods	"
265	duty & comfort	"
266	women's better dress shoes	"
267	casual footwear	"
268	women's boots	"
269	women' slippers	"
271	junior footwear & shoes	"
272	junior boots	"
273	junior sandals	"
275	athletic footwear & men's sport shoe	"
276	women's sport shoes	"
287	shoe care	"
368	men's shoes & dress shoes	"
369	casual shoes	"
370	seasonal goods & men's slippers	"
371	protective footwear	"
372	"317" footwear	"
373	contemporary Dress	"
374	contemporary Casual	"
446	children's/infant/baby shoes	"
447	boy's shoes	"
448	girl's shoes	"
449	action shoes	"
450	all weather boots	"
451	sandals/clogs	"
452	slippers	"
835	budget women's shoes & women's shoes	"
836	JR.'s shoes	"
837	seasonal goods & boots	"
838	budget sandals	"
839	tender tootsies	"
841	budget boy's Athletic	"

COMMISSION RATES - SHOES

<u>Category</u>	<u>General Description</u>	<u>Commission</u>
842	budget girl's Athletic	"
845	protective footwear	"
862	budget men's shoes & mature shoes	"
863	sandals & joggers	"
864	seasonal goods & slippers	"
865	workboots	"
866	budget men's boots	"

COMMISSION RATES - COSMETICS

<u>Category</u>	<u>General Description</u>	<u>Commission</u>
240	prestige lines	base + 3%
241	Lancome	"
242	Prestige fragrance ladies	"
243	Shiseido	"
244	cosmetic promotion	"
245	MAC	" (N/A Brampton)
246	Prestige men's fragrance	"
247	Estee Lauder	"
248	Clinique	"
249	Arden	"
250	Clarins	"
251	Biotherm	"
252	trend	"
254	exclusive cosmetics (Adrien Arpel)	"
255	Dior	"
770	volume cosmetics	"
771	Revlon	"
772	Bath Shop	"
773	boutique/accessories	"
774	Nectar	"

Adrian Arpel at top of sales non-commission rate plus commission rate.

COMMISSION RATES - MEN'S

<u>Category</u>	<u>General Description</u>	<u>Commission</u>
301	tailored suits	6%
302	sports coats	6%
303	blazers	6%
304	ties/accessories	6%(Sherway,Brampton only)
305	formal wear	6% (N/A Windsor)
306	raincoats	6%
307	overcoats	6%
309	down filled	6%
310	casual/dress	6%
311	dress pants	6% (N/A Windsor)
312	leather outerwear	6%
314	casual pants	6%
315	dockers tops & bottoms	6%
316	tailor dress slacks	6%
320	real clothes accessories	6% (Windsor only)
323	dress suits tailored casual suits	6% (Kingston only)
324	outerwear	6% (N/A Kitchener,Windsor)
325	dress shirts	6% (Kingston only)
326	casual clothing & sports wear	6% (Kingston only)
327	made to measure	6% (N/A Kitchener,Windsor)
328	ports	6% (Kingston only)
329	Hagar	6%
330	L/S dress shirts)* 6% (* only with a suit
331	L/S dress shirts)* 6% at Windsor,
332	young look dress shirts)* 6% Kingston, Kitchener)
333	dress shirts prestige	6% (N/A Brampton)
334	basic ties)*	6%
335	better ties)*	6%
346	men's tops	6%(Sherway,Brampton only)
347	traditional designers)*	6%

COMMISSION RATES - MEN'S

<u>Category</u>	<u>General Description</u>	<u>Commission</u>
347	Tommy Hilfiger	6%
348	polo)*	6%
349	status designers)*	6%
357	active leisure wear	6% (Kingston only)
367	Claiborne	6%
380	clothing	6% (Kingston only)
381	contemporary denim	6%(Kingston,Brampton only)
382	separate tops	6% (Kingston, Sherway only)
383	Perry Ellis	6%
384	accessories	6% (N/A Kitchener)
387	northern spirit sport	6% (N/A Kingston,Windsor)
390	designer collection	6% (Kingston only)
391	nautica sportswear	6% (N/A Kitchener)
393	Chaps	6%
398	(316) Jones Dressclothing	6%
847	budget suits/jackets	6%
848	budget slacks	6%
849	budget overcoats	6%
888	end of line	5% (N/A Kitchener, 6% Kingston)
888	labels for less)* only 6% (N/A Kitchener)
853	budget dress shirts)* with a 6%*
854	budget accessories)* suit 6%
890	budget ties	6%
850	budget dress shirts	6% (Kingston only)
861	Budget pants	6% (Kingston only)
301, 366, 389, 396, 892		6% (Kitchener only)

COMMISSION RATES - MEN'S

- * sold only with a suit or pants and must be on the same bill. **The rule of thumb** is "in order to claim commission, you must have a "direct influence on the sale".

Note: 6% on non-commission items to complete an outfit i.e. coat - commission paid on gloves and scarves sold with.

APPENDIX C - PART-TIME

All terms and conditions of employment in this collective agreement which apply to "employees who are regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period, save and except department managers, persons above the rank of department manager, security staff, management trainees, students employed on a co-operative program with a school, college or university" are contained completely within this Appendix.

ARTICLE 1 – PURPOSE

As per Article 1 of main body of Agreement.

FT 2 - ND RECOGNI

2.01 As per Article 2.01 of the main body of the Agreement

2.02 As per Article 2.02 of the main body of the Agreement

2.03 For the purposes of special events and merchandise blitzes, with the exception of work performed by management or recognized vendors, the Company agrees to make a reasonable effort to offer work to employees who have requested additional hours prior to offering said work to persons not in the bargaining unit.

Recognizing that the Company has the right to utilize an inventory services company for the taking of inventory, the Company will also make every effort, through the Stores Human Resources Office, to ensure all part-time staff, who make their desire for additional hours known in advance to Human Resources, will be assigned inventory hours before any other temporary outside help is offered inventory work.

It is understood that the normal duties of the employee will take precedence in scheduling. However, any additional hours up to but not exceeding 37.5 hours per week, 7.5 hours per day or 5 days per week, will be offered to these employees who have made their desires known.

ARTICLE 3 - INTERPRETATION AND DEFINITIONS

As per Article 3 of main body of Agreement.

ARTICLE 4 - MANAGEMENT FUNCTIONS

As per Article 4 of main body of Agreement.

ARTICLE 5 - SPECIFIC PENALTIES

As per Article 5 of main body of Agreement.

ARTICLE 6 – RELATIONSHIP

As per Article 6 of main body of Agreement.

ARTICLE 7 - NO STRIKES AND LOCKOUTS

As per Article 7 of main body of Agreement.

ARTICLE 8 - UNION DUES

- 8.01 As per Article 8.01 of main body of Agreement.
- 8.02 Such deductions shall be made from the wages owing each employee in the bargaining unit on the second pay of each month.
- 8.03 As per Article 8.03 of main body of Agreement.
- 8.04 As per Article 8.04 of main body of Agreement.
- 8.05 As per Article 8.05 of main body of Agreement.

ARTICLE 9 - UNION REPRESENTATION

As per Article 9 of main body of Agreement.

ARTICLE 10 - HOURS OF WORK

- 10.01 The normal work week for part-time employees shall consist of up to twenty-four (24) hours per week, except that such normal work week may be exceeded for up to ten (10) consecutive weeks or where the employee is relieving for sickness, accident, vacation, or leaves of absence including maternity and parental leave, or such scheduled hours, or during the pre-Christmas period.
- 10.02 As per Article 10.02 of main body of Agreement.
- 10.03 As per Article 10.03 of main body of Agreement.
- 10.04 As per Article 10.04 of main body of Agreement.
- 10.05
- (a) Consistent with efficiency of operations each part-time employee working a seven and one half (7½) hour day shall receive a one hour unpaid meal period and two fifteen (15) minute paid rest periods. The Company will schedule rest periods as near **as** practicable to the midway point of the half (½) shifts.
 - (b) Consistent with the efficiency of operations, employees who work five (5) consecutive hours or more, but less than seven and one half (7½) hours, shall receive a one half (½) hour unpaid meal period and one fifteen (15) minute paid rest period. The Company will schedule the meal period as near as practical to the midway point of the shift.
 - (c) Consistent with the efficiency of operations employees who work more than three (3) consecutive hours but less than five (5) consecutive hours shall receive one fifteen (15) minutes paid rest period.
- 10.06 As per Article 10.06 of main body of Agreement.

10.07 Consistent with the efficiency of operations, within each Workgroup as set out below, assuming that the employee has demonstrated the skill, ability and availability to do the job, employees with the greater length of continuous service will be scheduled for more hours on a weekly basis than employees with less service on a continuous basis. In order to facilitate this, an employee wishing to work in a department other than their own department must submit in writing such request to the Human Resources Department. The implementation of the employee's written request will take effect on the week following the submission of such request.

It is understood that available hours will be offered by seniority. The Company will supply a list of total part-time hours by employee and department for all departments, to the union at the end of each week.

WORKGROUPS

Shoes
Ladieswear
Jewellery
Lingerie
Menswear/Hosiery/Accessories/Luggage
China/Housewares/Seasonal/Linens/Children's/Toys/
Stationary/Candy/Decorative
Gift Registry
Cosmetics
Fragrances
Major Home Fashions
Receiving
Visual Presentation
In Store Marketing/Early Morning Crew
Style Outlet

DELETE
Cafe

The Company reserves the right during major promotional sales periods to schedule part-time beauty advisors from the cosmetic **line** on promotion for more hours than those not on promotion. Those employees not on promotion would not have a right to claim the difference in hours as a violation of this clause.

Consistent with the efficiency of operations, the Company reserves the right to increase or decrease the number of workgroups and will communicate such changes to the Union as far in advance as practicable.

- 10.08 The parties to this Agreement recognize that the needs of the business may require the performance of overtime work from time to time and employees will co-operate in the performance of such work. The Company will attempt to advise employees of required overtime as far in advance as practicable.

ARTICLE 11 - WORK SCHEDULES

- 11.01 No part-time employee's scheduled hours will be reduced without 24 hours notice through reasonable effort by telephone or in person except in cases of emergencies, adverse weather conditions, during inventory, or by mutual agreement

ARTICLE 12 - NOTICE OF ABSENCE

As per Article 12 of main body of Agreement.

ARTICLE 13 - PROBATIONARY EMPLOYEES

As per Article 13 of main body of Agreement.

ARTICLE 14 - SENIORITY

14.01 **As** per Article 14.01 of main body of Agreement.

14.02 (a) As per Article 14.02(a) of main body of Agreement.

(b) As per Article 14.02(b) of main body of Agreement.

(c) As per Article 14.02(c) of main body of Agreement.

(d) he does not perform work for the Company for a period of **six (6)** months or has been offered and has declined work on three (3) consecutive occasions unless an explanation satisfactory to the Company is given by the employee;

(e) As per Article 14.02(e) of main body of Agreement.

(f) As per Article 14.02(f) of main body of Agreement.

(g) As per Article 14.02(g) of main body of Agreement.

(h) **As** per Article 14.02(h) of main body of Agreement.

(I) As per Article 14.02(I) of main body of Agreement.

It will be the responsibility of employees to provide written notification of any changes in their address to the Sales Manager.

14.03 A part-time employee may apply for a promotion in the full-time division or a part-time commission position pursuant to the language set out in Article 14.08 of the main body of the Agreement.

- (a) Part-time employees shall have the opportunity, on an annual basis, to apply for a transfer to a maximum of two other specific marketing divisions. Employee requests must be made in writing to the Human Resources Manager, on a form supplied by the Company, no later than August 1st and will be valid for the 12 months ending July 31st of the following year, at which time they may be renewed or amended.

Where the Company decides a part-time vacancy (other than temporary, Christmas help, vacation, sickness and accident relief and leaves of absence including maternity leave) exists, it shall give first consideration to the 10 most senior employees who have requested a transfer to the marketing division, based on qualifications and availability, in accordance with Article 14.08.

Nothing within this Article limits the Company's right to assign or transfer employees within the same classification to different job assignments.

- 14.04 (a) If the Company decides to decrease the part-time workforce in a Merchandising Division and it, in the Company's opinion, is satisfied that the qualifications and availability of employees to perform the work available without training, are equal, then employees will be laid off from work in reverse order of their seniority. The opinion of the Company will be applied reasonably and in a non-arbitrary manner.
- (b) Part time employees, who would be subject to the terms of 14.04 (a) will be offered work in other Merchandising Divisions and/or departments by overall seniority, where the Company had identified existing vacancies at the time if they are capable of performing work in a competent manner with training.

14.05 If the part time employee elects not to use 14.04 (b) above the part time employee will be laid off.

14.06 If the Company decides to increase its part time work force it shall first consider part time employees who are on lay off and shall recall the most senior employee provided the Company, in the Company's opinion, is satisfied the employee has the availability and qualifications to perform the work available without training. The opinion of the Company will be applied reasonably and in a non-arbitrary manner.

14.07 The Company will not be obliged to apply the seniority provisions of this article in any lay-off which does not exceed thirty (30) consecutive days.

14.08 Merchandise Divisions

The Merchandising Divisions are:

Ladieswear
Lingerie
Accessories
Jewellery
Menswear
Children's Wear
Footwear
Style Outlet (**NEW**)

Cosmetics/Fragrances

China
Housewares
Linens
Gift Registry
Seasonal

Major Home Fashions

Receiving
Visual Presentation
In Store Marketers
Floor Stock Handlers (EMC)

ARTICLE 15 - PART-TIME - FULL-TIME TRANSFER

As per Article 15 of main body of Agreement.

ARTICLE 16 - SENIORITY LISTS

As per Article 16 of main body of Agreement.

ARTICLE 17 – GRIEVANCE AND ARBITRATION PROCEDURE

As per Article 17 of main body of Agreement.

ARTICLE 18 - LEAVES OF ABSENCE

18.01 As per Article 18.01 of main body of Agreement.

18.02 (a) In the event of the death of any immediate family members defined below, a part-time employee will be granted time off of up to five (5) consecutive days duration commencing with the date of death and concluding with the day following the funeral without **loss** of pay for any previously scheduled hours thereby not worked where such hours cannot **be** rescheduled **or** replaced at mutual convenience. Immediate family shall include parent, child, spouse, brother, sister, a person who served as a guardian.

(b) In the case of a death of a part-time employee's aunt, uncle, grandparent, brother-in-law, sister-in-law, or grandchildren, a leave of one (1) day shall be granted without a **loss** of pay for any previously scheduled hours thereby not worked in order to attend the funeral unless such relative, at the time of death was residing with the employee in which case the provisions of 18.02(a) above shall apply.

18.03 As per Article 18.06 of main body of Agreement

18.04 If you are selected for jury duty or as a subpoenaed witness by the Crown, and the scheduled hours cannot be adjusted to accommodate your work hours, the Company will pay you based on the average hours worked in the designated time period.

The Company will pay the difference between the amount paid by the Court and regular pay for the hours scheduled to work for the period of your jury duty, provided the employee furnishes the Company with a Certificate of Service signed by the Clerk of the Court showing the amount of any fee received. On such days, the employee must work regularly scheduled hours that remain possible as a result of when such witness or jury duty starts or finishes. The employee shall call **his** manager or designate to ascertain whether it is necessary to report to work.

ARTICLE 19 – PREGNANCY AND PARENTAL LEAVE

19.01 As per Article 19.01 of main body of Agreement.

ARTICLE 20 - NEGOTIATING COMMITTEE

As per Article 20 of main body of Agreement.

ARTICLE 21 - HEALTH AND SAFETY

21.01 As per Article 21.01 of main body of Agreement.

21.02 As per Article 21.02 of main body of Agreement.

21.03 As per Article 21.03 of main body of Agreement.

ARTICLE 22 - INJURY

As per Article 22 of main body of Agreement.

ARTICLE 23 - BULLETIN BOARDS

As per Article 23 of main body of Agreement.

ARTICLE 24 - MEAL ALLOWANCE

24.01 Employees who are required to work more than 10 continuous hours shall be granted a meal allowance of up to three dollars (\$3.00), upon presentation by the employee of an applicable receipt, except where a meal is provided by the Company.

ARTICLE 25 - VACATION

- 25.01 (a) Employees shall receive vacation pay pursuant to the Employment Standards Act.
- (b) Part-time vacation pay will be paid out to each employee on leaving the Company's employ or once a year at a regular annual date, whatever comes first in a given year. The annual date shall remain the same as at present in areas where a similar practice has been established elsewhere in the Company or shall be in September of each year if no such practice exists in an area.
- 25.02 For employee's paid on commission, vacation pay will be calculated based on the employee's regularly scheduled hours excluding overtime or other premiums, using the employee's average hourly rate where this has been calculated for the employee according to established procedures.
- 25.03 Part-time employees shall indicate their vacation preferences, if any, no later than April 1st in each vacation year. Where a part-time employee requests a specific vacation period, the Company shall confirm or deny, in writing, such request no later than April 15th. Where in scheduling vacation in accordance with the foregoing conflicts arise as to the choice of vacation times, consideration shall be given to respective length of service, and the efficiency of operations in the final determination of a vacation schedule.

ARTICLE 26 - HOLIDAYS

26.01 The employer recognizes the following days as holidays:

- (a) New Year's Day
Good Friday
Victoria Day
Canada Day
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

- (b) Civic Holiday

26.02 A part-time employee is eligible to receive holiday pay for those holidays listed in 26.01 (a) above provided:

- (i) he has worked his full scheduled hours of work on his work day immediately preceding and immediately following the holiday.

Holiday pay will be calculated by averaging his daily earnings, exclusive of premium pay over a period of thirteen (13) weeks preceding the holiday.

26.03 Where an employee is required to perform work on one of the above mentioned holidays in 26.01(a) or 26.01(b) he shall be paid one and one half (1½) his regular straight time hourly rate for all hours worked.

ARTICLE 27 – WAGES

As per Article 27 of main body of Agreement.

ARTICLE 28 - BENEFIT PLANS

As per Article 28 of main body of Agreement.

ARTICLE 29 – JOINT HARASSMENT PROTECTION POLICY

As per Article 30 of main body of Agreement.

ARTICLE 30 – DURATION

As per Article 32 of main body of Agreement.

**FULL-TIME AND PART-TIME
LETTER OF UNDERSTANDING**

BETWEEN

THE BAY

("the Company")

AND

**CAW CANADA
LOCAL 1000**

("the Union")

* Item numbers may differ by agreements.

For the duration of the Collective Agreement and forming a part thereof.

■ . RE: PROTECTIVE CLOTHING - RESTAURANTS, RECEIVING

The Company, within a reasonable period, shall make available to employees who hold positions in each of the above areas, if they so request, free access to the following protective clothing items according to their area:

Kitchen - Smocks/Aprons
Rubber Gloves
Hair Nets

Receiving - Smocks
Work Gloves
Dust Masks

- (a) Winter Coats supplied as necessary for common use to a maximum of three (3)

2. RE: SUNDAY COMMISSIONS AT CNE/HOME SHOW

This will record the agreement of the parties that, where Commission salespersons volunteer to sell at special events such as the CNE or Home Show on a Sunday in exchange for another day off during the week, they shall be paid consistent with pay practices established by the Company for all such selling for the event as applied consistently to all its commission staff, notwithstanding other interpretations of the Collective Agreement.

3. RE: PAY EQUITY AND JOB CLASSIFICATIONS (Except Kitchener)

This will record the parties understanding of the above subject as it pertains to classification changes and "grandfathering" of employees under the negotiated settlement of this agreement, and this letter forms part of this Collective Agreement.

Either party reserves the right to raise any prior issue of job content, classification or description concerning classification changes negotiated in this agreement and nothing in this agreement prejudices either party in any position it may take in meeting the standards as set-out in the Pay Equity legislation and, particularly, the historical incumbency principle set-out therein.

4. RE: PRINCIPLES AND PROCEDURES FOR THE CONDUCT OF COMMISSION EMPLOYEES AND POLICIES

The following represents the parties commitment to strengthen the role of commission sales in the areas covered by this Collective Agreement and these principles shall be deemed to form part of the general understandings under this Agreement.

The Company reaffirms its commitment to create an environment within the physical and procedural operation of the store which supports the growth and expansion of commission sales for the mutual benefit of the Company and its commission sales employees. The Union and the commission sales employees covered by the agreement reaffirm their commitment to co-operate in the prompt and

professional handling of sales to customers, express compliance with established commission policies and better dialogue towards improved customer relations. Without limiting the generality of the foregoing the parties agree to set-out the following statements to guide their efforts in this regard:

1. The Company agrees to convene semi-annual meetings for commission staff and their designated representatives, at the request of the Union, to review progress on solutions to problems with relevant managers. (e.g. Distribution, Customer Service, System such as BTI, etc.)
2. Commission salespersons will have as their primary duty the selling of merchandise to customers and the Company will make reasonable provision for non-selling time to be kept to a level commensurate with this principle.

Everyday procedures necessary to the operation of the Sales Department (e.g.: stockwork, paperwork, housekeeping and advertising set up) are considered part of the regular selling time duties of a Commission Sales Employee and are not subject to being paid non-productive rate.

Excluding the above when a Commission Employee is completely prevented from selling (e.g.: training, work assigned by the manager, sick and vacation), they will be paid their non-productive rate of pay for those authorized hours.

3. In the event the Company wishes to implement a new commission structure (e.g. Base plus commission) during the term of this agreement, it will first present the proposal to the Union **as a package** for its agreement.

In the event the parties cannot agree to substitute it for the current structure of payment under the Collective Agreement, either party may submit the proposal to final and binding arbitration with such terms of reference **as** may be agreed upon **by** the parties, proceeding **as** follows. Where the Company wished to introduce such a plan consistent with its application

throughout the rest of the Company and no agreement was reached by the parties, they shall submit the question for simple resolution of whether it shall be introduced or not to a sole arbitrator, mutually agreed upon, or failing agreement on an arbitrator in a reasonable period of time, to an arbitrator appointed pursuant to a request by either of them to the Minister of Labour for such an appointment.

5. RE: DIFFERENCE BETWEEN RECEIVERS, RECEIVER HELPERS AND FLOOR STOCK HANDLERS

This will record the agreement of the parties as to the distinguishing differences between job classifications of Receiver, Receiver Helper and Floor Stock Handler. Nothing in this Letter or the existence of the position title in any wage scales implies that such a position exists or must exist in the bargaining unit during the course of this Collective Agreement to which this letter is appended.

Where such positions exist or are created they shall be differentiated as below. These characteristics do not and are not intended to provide a complete job description.

1. Receiver: there will ordinarily be no more than one such position, typically reporting to the Operations Manager, responsible for initiating, monitoring and scheduling of receipts of merchandise and other goods for the store and off-loading/on-loading of all incoming/outgoing merchandise and other goods. This includes overseeing of a major portion of the paper flow employed with these functions.
2. Receiver Helper: there may or may not be one or more of these position(s) in a store. They are led, co-coordinated and scheduled by the Operations Manager primarily for the off-loading/on-loading of merchandise and other goods moving to and from the store and movement and placement of boxes from the loading (dock) area(s) to drop off zones or positions within the stores. Occasionally these staff assist in in-store, labour intensive functions for temporary periods.

3. Floor Stock Handlers: there may or may not be one or more of these positions in a store. Typically they report to a MMT Manager and are responsible to open boxes, check contents against goods received, notes for count and correctness of allocation(s). They may or may not be assigned to **place** merchandise from boxes or hanging fixtures onto/into the department merchandise fixtures/locations.

6. RE: GRIEVANCE PROCEDURES

The parties agree it is to their mutual benefit to define further their intentions as to reasonable procedural clarifications they have developed within the existing language of their Collective Agreement to expedite processing of Grievance Procedures. They therefore agree on the following outline for the duration of the Collective Agreement.

During the term of that Agreement, the following procedural clarifications shall be deemed to be part of that Collective Agreement and grievable and arbitrable under the terms of that Agreement to the extent that, and always recognizing that, the object of this Letter of Understanding is to expedite the procedures in the Collective Agreement and the general understanding of the procedures in the Collective Agreement for all parties while remaining within the language of that Agreement. The following is therefore intended to confirm and clarify our approach to streamlining grievance procedures for our mutual convenience and expeditious handling:

1. Where a grievance is inadvertently submitted to the incorrect person for a particular step, Human Resources Managers are requested to pass it on to the correct party for the step and encourage that party to respond in a timely fashion or return it to the grievor immediately with identification of the appropriate manager. We use such opportunities to remind both parties of the correct order of processing for future reference. Delays by the Company in not meeting their deadlines will not be held against the Union.

Where many individuals, particularly from more than one department, believe they have identical grievances:

- (a) The Company will accept one or more copies of the grievance each with one or more signatures (and a legible list of names to match each signature) so that a separate copy does not have to be done by each person.
- (b) The Company will routinely agree (where we have been unable to settle matters), to proceed with one or two samples to arbitration on the understanding that the Company will make every effort following the final award on those to settle the remaining grievances in a manner consistent with the award. The Company believes this leaves both parties some flexibility to identify individual circumstances while committing them to be consistent overall.
- (c) The Company will routinely waive the requirement for each and every such grievance to go through the first and second steps of the procedure provided that at least one has done so and it has the complete list of grievors by the third step meeting. The Company reserves the right, however, to argue at third step that apparently identical grievances may in fact address different circumstances and separate one or more of the grievances on that basis.
- (d) The Company will advise their lawyers according to these shortcuts as agreed to in the particular matter and request them to discuss with the Union counsel prior to the hearing which griever(s) might be required from among the full complement of grievors to adequately sample the matter.
- (e) Where the Company is not under pressure of expedited arbitration or dealing with a matter which could seriously prejudice it by delay such as a termination, it will be as flexible as possible with respect to arbitration dates.

3. The Company believes it now has a definitive pair of answers on the question of what constitutes a policy grievance and the Director Labour Relations is prepared to personally intercede, advise or discuss with the Union's representative(s) on such questions, what is the most expeditious way of seeing that a particular issue gets a proper hearing on the merits.
 4. The Company will continue to provide assistance and training to Human Resources Managers in the best functioning of these procedures. The Company will notify their local Union Office of any change with respect to the new appointment of an HR Manager or Store Manager that occurs in their Bargaining Unit, within two (2) weeks of the individual assuming their new position."
 5. The Union shall ensure that the usual description provided on grievances is not so general that the Company cannot understand the issue (or remedy) without asking for the circumstances. The Union will advise stewards to change or add a brief, plain description of the actual problem.
7. RE: PROCEDURES FOR DEVELOPING QUALIFICATIONS AND RECOGNITION FOR POSTINGS

The parties agree it is to their mutual benefit to define further their intentions as to reasonable procedural clarifications they have developed within the existing language of their Collective Agreement to expedite processing of Procedures for Developing Qualifications and Recognition for Postings. They, therefore, agree on the following outline for the duration of the Collective Agreement.

During the term of that Agreement, the following procedural clarifications shall be deemed to be part of that Collective Agreement and grievable and arbitrable under the terms of that Agreement to the extent that, and always recognizing that, the object of this Letter of Understanding is to expedite the procedures in the Collective Agreement and the general understanding of the procedures in the Collective Agreement for all parties while remaining within the language of that Agreement. The following is therefore intended to

record the Company's established policies with regard to potential applicants to postings under Article 14.08(a) to (e).

This will clarify for the record the process the Company follows for recognizing qualified candidates from among the candidates contemplated by these Articles. It is advisable for an employee to provide advance knowledge to us of his or her intentions to **apply** to full time postings in one or more particular departments. There is a recognized process for such notification resulting in the Human Resources/Sales Manager in the store counseling the employee as to career opportunities and job requirements. If the employee expresses genuine interest, a coaching program, formal or informal, is established with further definition of job requirements and avenues the employee may use to best properly qualify him or herself for desired positions. The Company is strongly in favour of such notifications as the retail business is becoming increasingly complex and demanding. A full time Sales Employee, for example, might well be expected to know or have advanced skills in, among other areas:

- in-store marketing
- paperwork and store systems
- **loss** prevention
- selling techniques
- customer service

Such requests for counseling have a second major benefit. That is they demonstrate initiative and steady pursuit of the process will further demonstrate an ability to work by self-motivation and complete tasks assigned. In addition, this demonstrates an ability to learn and to work well with others. All these are the primary significant elements of full qualification for promotion in our business. An employee who diligently pursued such a course and showed progress could not fail to be recognized, indeed could be periodically evaluated for promotability in his or her chosen area, thus eliminating two handicaps in achieving a posted position (i.e. being of unknown skill and ability and being an unexpected candidate among others who are known).

The Company believes that, together with its intention to promote in-store knowledge of this and the posting process, this process

significantly addresses concerns regarding promotion procedures. There need be no mystery or uncertainty. Of course, as provided, where qualifications of applicants to specific postings are equal, seniority becomes the distinguishing factor.

The Company believes that it is everyone's advantage to be fully informed of the opportunities which lie within their control to achieve their goals. It is the Company's intention to assist employees as much as possible to pursue such initiatives.

8. RE: RED CIRCLING OR GRANDFATHERING - (Except Kitchener)

Red-circled or grandfathered employees may not be used as examples for pay equity purposes and should the Pay Equity Commission insist on using them, they will then be red-circled as per the definition in Pay Equity legislation.

9. RE: SHIFT PREFERENCE

The parties agree it is to their mutual benefit to define further their intentions as to reasonable procedural clarifications they have developed within the existing language of their Collective Agreement to make day shifts available to existing employees. They, therefore, agree on the following outline for the duration of the Collective Agreement.

The Company will make reasonable efforts to accommodate existing employees who have indicated their interest and consistent availability to work all shifts to be offered day shifts before offering these day hours to new hires, taking into consideration the needs of the business which may include the requirement that employees must still be available for evening shifts.

10. RE: PROCEDURES FOR PART-TIME EMPLOYEES WHO DESIRE ADDITIONAL HOURS (Part-time Agreements Only)

The parties agree it is to their mutual benefit to define further their intentions as to reasonable procedural clarifications they have developed within the existing language of their Collective Agreement

to expedite processing of Procedures for Part-Time Employees who Desire Additional Hours. They therefore agree on the following outline for the duration of the Collective Agreement.

During the term of that Agreement, the following procedural clarifications shall be deemed to be part of that Collective Agreement and grievable and arbitrable under the terms of that Agreement to the extent that, and always recognizing that, the object of this Letter of Understanding is to expedite the procedures in the Collective Agreement and the general understanding of the procedures in the Collective Agreement for all parties while remaining within the language of that Agreement. The following is therefore intended to record the Company's established policies with regard to potential applicants to postings under sub-Articles 14.08(a) to (e) of the main body of this Collective Agreement. Part-time employees who wish additional hours should advise the Human Resources Department in their store of their availability.

Reasonable efforts will be made through the Human Resources office in a reasonable time frame to ensure that established, non-temporary part-time staff who make the desire for additional hours known in advance to Human Resources will, where qualified to perform the work in question, be assigned in such a way as to have better opportunities than temporary or new part-time staff for such hours. It is understood that employees who attempt to significantly restrict their availability or whose preference for a particular department or departments precludes ease of such scheduling shall not have a valid complaint that they are being scheduled fewer hours. It is further understood that efforts to meet such requests will require the time necessary to find ways to co-ordinate availability among several departments and managers and this time may vary considerably with circumstances.

11. RE: SUNDAY WORK

It is understood that a full-time employee who works on Sunday as part of his normal work week shall be paid for the hours worked by that employee that day or for seven and one half (7½) hours, whichever is greater.

12. RE: SOCIAL JUSTICE FUND

The Company will contribute one cent (1¢) per hour worked to the CAW Social Justice Fund and such contribution will be made for straight time hours worked only and will not be made for over time hours or premium hours. Hours not worked, even though compensated in accordance with a specific provision of the Agreement and deemed to be hours worked for other purposes, shall not be considered to be hours worked for purposes of this Fund. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each calendar quarter year, and such contributions will be mailed to:

**CAW Social Justice Fund
205 Placer Court
Toronto, Ontario
M2H 3H9**

Please make your cheque payable to CAW Social Justice Fund.

13. RE: ALTERNATE **NAME** BADGES

This will confirm the Company's commitment to accommodate, on an individual basis, requests to wear name badges displaying alternate names.

Specifically only a pseudonym, consisting of first and last name, may be displayed in keeping with Company customer service standards.

Approval for such alternate names must be given in advance by the store Human Resources Manager and a record placed in the employee's file.

14. RE: PROCEDURE FOR PART-TIME EMPLOYEES WHO DESIRE ADDITIONAL HOURS DURING INVENTORY

The Company will make every effort, through the Store's Human Resources Office, to ensure all part-time staff, who make their desire for additional hours known in advance to Human Resources, will be assigned inventory hours before any temporary outside help is offered inventory work.

It is understood that the normal duties of the employee will take precedence in scheduling. However, any additional hours up to but not exceeding 37.5 hours per week, 7.5 hours per day or 5 days per week, will be offered to these employees who have made their desires known.

15. RE: STATEMENT TO NEW EMPLOYEES

At the time of orientation the employer shall present the bargaining unit employee with a copy of the Union Orientation Kit along with a copy of the following statement in a letter:

"The Hudson's Bay Company hereby advises you of the existence of a Collective Agreement between the Hudson's Bay Company and the CAW. Please find enclosed a copy of the CAW Orientation Kit. A copy of the collective agreement is posted on the Union notice board."

Please be assured that you have freedom of action regarding Union Membership.

The Union Stewards' names are posted on the Union bulletin board. Also be advised that the Company will provide the names of all new employees to the Unit Chairperson upon completion of orientation.

16. RE: REMOVAL OF DISCIPLINE FROM EMPLOYEE'S RECORD

The parties confirm their understanding in connection with the removal of disciplinary notations on an employee's file as follows:

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 for a period of twenty-four **(24)** months, and then shall be removed from the employee's file, providing there are no further occurrences of a similar nature.

17. RE: VACATION

All efforts will be made to provide employees, if **so** requested, the Saturday prior to commencing vacation, as their day off for that week.

18. RE: PROCEDURE FOR SCHEDULING PART-TIME EMPLOYEES

The parties agree to the following practices and procedures in applying the terms of their current collective agreements' Appendix C Article 10.07 and the Letter of Understanding re: Procedures for Part-Time Employees Who Desire Additional Hours.

1. Senior employees available less than 50% of the available hours in a week will be considered as having significantly restricted their hours and may make no claim against other employees who have worked more hours than they have. In the case of both employees available less than 50% of the available hours in a week a valid claim may only be made by a senior employee with equivalent or greater availability.
2. Senior employees available 50% or more of the hours available in their store will be considered as not having significantly restricted their hours.

3. Senior employees with less hours than junior employees in the same workgroup in the week, as set out in Article 10.07 of Appendix C of the Collective Agreement, and meeting the criteria of (2) above will be paid for the difference between hours worked by the junior employee with the greater hours.
4. The absolute measure of availability will be defined as Available Hours expressed as a measure of Total Available Hours. Available Hours will be defined as the number of hours that the employee is available to attend work; periods of absence due to illness, leave of absence, vacation and hours for which the employee has indicated that they are not available will not be considered as hours for which the employee is available to work. An employee who fails to work hours for which they have been scheduled shall be considered as being unavailable for that shift. Total Available Hours will be defined as the total number of hours during which the store is open for business.
5. Outstanding grievances will be resolved on the basis of the points above.
6. The Company through the Human Resources Department undertakes to keep an accurate record of accumulated total hours worked by employees by seniority by department and work group. Such record will be kept in the Human Resources Office. Such record, for the previous week, shall be made available to the Chief steward on request to the Human Resources Manager.
7. Managers will be responsible for comparing the hours worked by the employees in a merchandising division to ensure that such hours as may be available with a work group are distributed pursuant to Appendix C Article 10.07 of the Collective Agreement.
8. In the event that a senior employee is not receiving more accumulated hours than junior employees in the same work group then upon complying with the request procedures, as outlined in Appendix C Article 10.07 and the Letter of

Understanding Re: Part-Time Employees Who Desire Additional Hours, the said employees' request will be accommodated in accordance with the above mentioned Article 10.07.

9. The Company and the Union agree that all part time employees will be required to fill out an availability form, monthly, which the Company can rely upon for regular scheduling. An employee will be able to change their said availability by requesting time off through their Sales Manager. The request will take effect at the beginning of the week following the delivery of the request to their Sales Manager.

19. RE: PARKING LOT SECURITY

The Company agrees to make its best effort to provide safe and secure access for employees to and from parking lots. The implementation of procedures for the store will be agreed and adopted through the Health & Safety Committee.

20. RE: NEGOTIATIONS

For reasons of convenience the parties agree to joint bargain in the next round of negotiations. All bargaining units which exist as of June 10, 1999 will be entitled to participate.

Prior to joint negotiations the parties agree that the proposals for each bargaining unit will be exchanged at each location between the Company and the Union's negotiating committee from that store. Items of a local nature will be identified by both parties.

Following the exchange of proposals at each location the parties will meet in joint negotiations. The union will be entitled to select one employee from each bargaining unit to sit on the joint negotiating committee.

The Company agrees to pay up to two (2) store representatives for all regular hours spent attending negotiations with the Company up to 7.5 hours per day for a maximum of eight (8) days, unless otherwise agreed.

To be applied to future contracts only.

While the parties agree to joint bargaining, it is understood that each bargaining unit remains separate and distinct and separate memorandums of settlement, subject to distinct ratification, by each bargaining unit, will be entered into by the parties.

21. RE: PRODUCT KNOWLEDGE SEMINAR

The Company agrees that any time spent by Commission Sales Employees in a product knowledge seminar or any Company approved business in or outside of the store will be paid at their non-selling rate.

Where travel to a location outside of the store is required, reasonable travel time would be included.

The total amount of wages would not exceed 7.5 hours.

22. RE: JOINT COMMUNICATION MEETINGS

The Company and the Union agree that it is to their mutual benefit to ensure that there is an opportunity to communicate any concerns that they have in an open, honest and timely manner.

Should either party feel it is necessary to meet in a formal manner to discuss issues of importance, that either party feels can not be addressed through any other existing avenues of communication; one party may request the presence of the other at a mutually agreeable time.

The following will form the procedure for requesting such a meeting.

The Store Manager (or designate) or Area Representative– CAW Local 1000 will provide the other party with a written letter of request outlining the concern(s) and the parties that they wish to have attend such a meeting.

When such meeting is requested the following representatives shall attend:

FOR THE COMPANY:

**Store Manager
One Additional Member of Management**

FOR THE UNION:

**CAW National Representative
Chief Steward
Member at Large**

A courtesy notification will be provided to the Regional Sales Manager and Regional HR Manager.

23. RE: Air Testing

This is to confirm that the Company agrees to conduct annual air testing in all stores. The Regional Operations Manager in conjunction with the Human Resources Manager or designate, **will** conduct the test using the Company Air Testing equipment. The findings will be communicated to, the Joint Health and Safety Committee. The first test will be completed in all stores by the end of 2002.

24. RE: Pay Equity

In 1989 the Company, in compliance with Ontario's Pay Equity Legislation, posted all Pay Equity Plans. The Company reached agreement with the RWDSU on all Pay Equity Adjustments required for the locations represented by this union.

Over the next five years, as part of the agreement, the Company made all the Pay Equity Adjustments fulfilling all it's obligations under this legislation.

Since then, the bargaining committee for both the Union and Company has maintained this equity by ensuring all classifications – (male and female dominated) receive equal salary increases.

25. RE: Four (4) Hour Shift

Part time employees who indicate in writing that they do not want to be scheduled less than four (4) hours per shift shall only be scheduled shifts in accordance with this request.

26. RE: Cosmetician Posting Issues

In an effort to amicably resolve issues relating to the posting of vacancies in the cosmetics department, the parties agree that grievances over job postings in this department will be expedited and will be filed directly at step three (3) of the grievance procedure. The parties agree to make every effort to take into consideration the interests of all employees who may be affected.

Failing resolution in the grievance procedure the parties agree they may request a third party mediator to assist in resolving any issues prior to the matter proceeding to arbitration.

In the event that either party elects not to utilize the services of a mediator pursuant to the foregoing, the matter will then proceed directly to Arbitration, by the party giving notice pursuant to Article 17.05.

27. RE: Cabinet

The Company will provide a locking cabinet for the use of the Union Committee. The cabinet shall be located in a mutually agreeable area of the store.

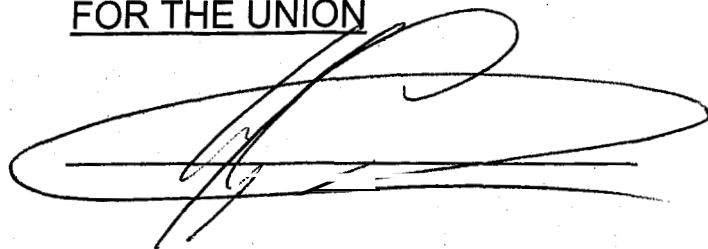
The Union will be responsible for providing the lock.

28. RE: Paid Education Leave

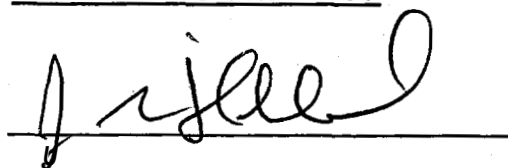
The Company agrees to pay into a special fund, one (1¢) cent per hour per employee for all compensated hours for the purpose of providing paid education leave. Such leave will be for upgrading the employee skills in all aspects of trade union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, CAW, effective from date of ratification and sent by the Company to the following address: CAW Paid Education Leave Program, 205 Placer Court, North York, Ontario M2H 3H9.

DATED AT TORONTO THIS 21ST DAY OF December, 2005.

FOR THE UNION

A large, stylized handwritten signature in black ink, written over a horizontal line. The signature is highly cursive and loops around the line.

FOR THE COMPANY

A handwritten signature in black ink, written over a horizontal line. The signature is cursive and appears to be 'J. J. Lee'.