

COLLECTIVE AGREEMENT

Between

**Hudson's Bay, Victoria City Centre
Victoria, BC**

And

United Food and Commercial Workers, Local 1518

Duration of Agreement: February 1, 2020 – January 31, 2024

Ratified by Member Vote: July 7, 2023



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MEMORANDUM OF AGREEMENT made this 7th day of July, 2023.

BETWEEN: HUDSON'S BAY, Victoria City Centre, #1 Bay Centre,
1150 Douglas Street, Victoria, BC

(hereinafter referred to as the "EMPLOYER")

AND: UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL
1518, Chartered by the United Food and Commercial Workers
International Union, C.L.C.

(hereinafter referred to as the "UNION")

Article 1 - RECOGNITION

- 1.01 The Employer recognizes the United Food and Commercial Workers Local 1518 as the sole collective bargaining agency for the Associates of the Victoria Store covered by the terms of this Agreement.
- 1.02 (a) Representatives of the Union shall have reasonable access to the Associates for the lawful transaction of Union business at reasonable times and after notifying the **Store Manager or designate** upon entering the store.
- (b) It is agreed that meetings with Associates shall be conducted in such a way as to minimize disruption to normal operations and at no time shall an Associate be interrupted while providing customer service.
- 1.03 There shall be no discrimination against any Associate for lawful Union activity.
- 1.04 Negotiations for the revision of this Agreement shall, when possible, take place in the presence of a committee of three (3) Associates of the Employer nominated by the Union.
- 1.05 Exclusions:
Store Manager, Assistant Store Manager, Asset Protection Manager, Asset Protection Investigators, **Associate Manager, Executive Marketing Manager, Visual Manager, Store Administrator, Sales Supervisors.**
- 1.06 If more than **ten (10)** selling Managers/**Supervisors** are to be added, the Union and **Employer** will meet to discuss the areas where it is necessary to add additional supervision **based on economic justification.**

Article 2 - RESERVATION TO MANAGEMENT

- 2.01 The Union agrees that Management of the **Employer** has the right to plan, direct and control store operations. The right to hire and discipline, the direction of the working force, the discharge of Associates for just cause and those matters requiring judgment as to the competency and efficiency of Associates, are the sole right and function of the Employer. Promotions shall be entirely a matter for the Employer's decision.

The parties agree that the foregoing enumeration of the rights of Management shall not be deemed to exclude other recognized functions of Management not specifically covered by this Agreement. The Employer, therefore, retains all rights not otherwise specifically covered by this Agreement.

The exercise of the foregoing rights shall in no way alter any of the provisions of this Agreement.

Article 3 - DEFINITION OF ASSOCIATES AND HOURS OF WORK

- 3.01** The Employer reserves the right to schedule hours of store operations, Associate's hours of work, rest periods, lunch periods and overtime work, subject to the provisions set out below. **It is understood and agreed that the provisions of this Article shall not be considered a guarantee as to the hours of work per day or per week, or the days of work per week.**
- 3.02** An Associate's schedule may be changed without notice in the event of absence of other Associates due to sickness or accident or in the event of emergencies, such as fire, flood, breakdown of machinery or other instances of *force majeure*. In all other cases, at least twenty-four (24) hours' notice of any change must be given **unless the Associate and Employer agree otherwise**. It is understood that this clause does not apply to **Auxiliary Associates**.
- 3.03** **Full-Time Associates have a normal work week consisting of twenty-eight (28) to forty (40) hours per week and a normal workday of not more than eight (8) hours per shift exclusive of an unpaid meal period. Full-Time Associates must be available to work up to forty (40) hours per week and at least five (5) days per week.**
- 3.04** Auxiliary Associates have a normal workweek consisting of up to twenty-seven (27) hours per week, except that such normal workweek may be exceeded by up to ten (10) consecutive weeks or where the Associate is relieving for sickness, accident, vacation or leaves of absence, including maternity and parental leave, or during the **Holiday Season from October 1 to January 1. If an Auxiliary Associate's hours exceed the foregoing, they shall be offered to be reclassified as a Full-Time Associate.**
- 3.05** **An Associate shall be paid for a minimum of four (4) hours at their regular rate for each day worked, unless the Associate requests a shorter shift, in which case they shall be paid for a minimum of three (3) hours at their regular rate for each day worked.**
- 3.06** **Holiday Season Associates are temporary Associates hired for a period of time between October 1 to January 1. All Holiday Season Associates are considered probationary and may be terminated without cause at any time. It is further agreed the Employer may at its sole discretion retain any Holiday Season Associate after the Holiday Season (i.e., regardless of seniority). Associates who are retained after the Holiday Season will have their seniority back dated to their date of hire.**
- During the Holiday Season, the Union will be given a list containing the name, start date, telephone number and Work Group/Department of all Holiday Season Associates. This list will be updated on a monthly basis.
- 3.07** **All Associates are on probation for their first three (3) months since their latest date of hire with the Employer. During this time the Associate does not acquire any seniority rights under this Agreement and may be terminated without cause, provided the**

termination is not arbitrary, discriminatory or in bad faith.

Upon successful completion of the probationary period, an Associate shall be entitled to seniority dating to the Associate's first day of work as a probationary employee.

3.08 Meal Periods:

1. **Associates shall be provided with an unpaid meal period of one (1) hour when working a shift of seven (7) hours or more, or one-half (½) hour when it is in the best interest of customer service.**
2. The meal period may be less than one (1) hour when **the Associate is working a shift that includes** overtime.

3.09 Sunday Work:

If the Employer has insufficient volunteers for Sunday scheduling, Associates within the Work Group/Department with sufficient skill, ability, and suitability to perform the work shall be scheduled by reverse order of seniority. Notwithstanding the foregoing, the Employer may schedule an Associate to work one (1) Sunday per four (4) week period irrespective of seniority.

3.10 Rest Periods

An Associate working a shift of less than five (5) hours shall receive one (1) fifteen (15) minute rest period. An Associate working a shift of five (5) hours or more shall receive one (1) thirty (30) minute or two (2) fifteen (15) minute rest periods. All such rest periods shall be part of the scheduled workday with no loss of pay.

3.11 Overtime

The Employer agrees that time and one-half (1-1/2) shall be paid for all time worked in excess of eight (8) hours per day **and** forty (40) hours per week.

1. **Overtime must be approved by the Associate's manager before being worked.**
2. Overtime in excess of four (4) hours in any one (1) day shall be paid for at double time (2X) **the Associates' regular hourly rate.**
3. Saturday shall be considered the last day of the week for the purpose of this clause.
4. Overtime will **first** be **voluntary** and will be offered to the most senior Associate on the shift in the area where overtime is to occur, **then offered to other Associates on the shift in other areas provided they have the sufficient skill, ability, suitability, and availability to work the overtime available.** Thereafter, it will be offered in decreasing order of seniority **provided** the Associate has sufficient skill, ability, suitability, and availability **to work the overtime available. Without limiting the generality of the foregoing, the Employer is considered to have offered overtime if it calls an Associate on the phone number it has on file regardless of whether the Associate answers the call.**
5. **Overtime and/or other premium pay shall not be pyramided or duplicated.**

3.12 Night Work

The Employer agrees to a fair rotation of night work.

3.13 It is agreed that weekly department meetings will be held on Company paid time, but attendance at storewide rallies is voluntary.

3.14 **It is the Employer's** responsibility to give each **Associate** the opportunity to develop to the limit of their capabilities. The Associate is encouraged to take responsibility for their own ongoing job and personal development. **Managers** can advise what training tools are available. For example, there **may be** computer-based training courses available on a wide variety of topics such as product knowledge, systems, and merchandise education. The Associate **may also have** access to classroom sessions, sales clinics, books, and videos.

Any mandatory courses which the Employer requires an Associate to take will be paid by the **Employer**, whether they be computer based **or provided in a different manner. Minimum shift length and/or shift pay requirements do not apply when an Associate is taking a mandatory course online. However, the Employer will allow the Associate to complete the course at the workplace where feasible to do so.**

Article 4 - STATUTORY HOLIDAYS

4.01 Statutory Holiday work will be offered in order of seniority **provided** the Associate has sufficient skill, ability, **qualifications, suitability, and availability to work the Statutory Holiday work available. The Employer is considered to have offered Statutory Holiday work if it calls or texts an Associate on the phone number it has on file regardless of whether the Associate answers, or communicates via another reasonable method.**

If the **Employer** has insufficient volunteers **to cover shifts on a Statutory Holiday**, the **Employer** reserves the right to schedule Associates by reverse order of seniority, provided the Associate has the **skill, ability, qualifications, and suitability** to perform the work required.

All work performed on Statutory Holidays will be paid at the rate of time and one-half (1-1/2) **the Associates regular rate** for those who qualify. **There shall be no pyramiding or duplication of any premium pay under this Collective Agreement including but not limited to the Statutory Holiday premium and overtime pay.**

The following **days are considered Statutory Holidays for the purpose of this Collective Agreement:**

New Year's Day
Family Day
Good Friday
Victoria Day
Canada Day

B.C. Day
Labour Day
Thanksgiving
Remembrance Day
Christmas Day
Boxing Day

Any such other public holidays which may, from time to time, be proclaimed by the Government of Canada or the Government of the Province of British Columbia **shall also be considered a Statutory Holiday as per the above**, provided other retail stores in the City of Victoria close on such a holiday.

4.02 All Full-Time Associates shall receive up to forty (40) hours pay at straight-time rates and shall work up to four (4) days, up to thirty-two (32) hours in a week in which one (1) statutory holiday occurs, and shall work up to three (3) days, up to twenty-four (24) hours in a week in which two (2) statutory holidays occur. It is understood that Sunday is the first day of the week for the purpose of this clause.

4.03 **Full-Time** Associates shall be entitled to one (1) floating holiday day in each calendar year after meeting qualifications. This holiday will be taken at a time that is mutually acceptable.

If the federal or provincial government declares another statutory holiday **that is added to the list specified in 4.01 by meeting the criteria set out therein**, it shall replace the floating holiday mentioned above.

4.04 Pay for Statutory **Holidays** will be calculated as per Company Policy, or *the Employment Standards Act*, whichever is greater.

4.05 **The Employer shall consider an Associate's request to observe other holidays for religious/cultural reasons.**

Article 5 - ANNUAL VACATION

Vacation Entitlement

The vacation year is the calendar year.

5.01 (a) **Full-Time** Associates hired before October 28, 2008, who have the following records of continuous and completed service with the Employer shall be entitled each year to the following vacations with pay:

1. Three (3) months but less than twelve (12) months
- one (1) day for each month of employment, to a maximum of two (2) working weeks.
2. One (1) year but less than three (3) years
- two (2) weeks.
3. After three (3) years
- three (3) weeks commencing in the calendar year in which the third (3rd) anniversary occurs.
4. After ten (10) years
- four (4) weeks commencing in the calendar year in which the tenth (10th) anniversary occurs.
5. After fifteen (15) years
- five (5) weeks commencing in the calendar year in which the fifteenth (15th) anniversary occurs.
6. After twenty (20) years
- six (6) weeks commencing in the calendar year in which the twentieth (20th)

anniversary occurs.

- (b) **Full-Time** Associates hired on or after October 28, 2008 shall be entitled to vacation with pay based on length of full-time continuous service as follows:
1. Associates with less than one (1) year of full-time continuous service will receive one (1) day of vacation for every completed month of service to a maximum of ten (10) days.
 2. Associates with one (1) year or more of full-time continuous service shall receive two (2) weeks of vacation.
 3. Associates with three (3) years or more of full-time continuous service shall receive three (3) weeks of vacation.
 4. Associates with ten (10) years or more of full-time continuous service shall receive four (4) weeks of vacation.
 5. Associates with twenty (20) years or more of full-time continuous service shall receive five (5) weeks of vacation.
 6. In acknowledgement of twenty-five (25) years of service the **Employer** will grant one (1) additional week of vacation for that year only.

5.02 Vacation Pay Accrual

Vacation pay is accrued in the year in which it is taken. Vacation cannot be taken prior to being earned except that **Full-Time** Associates will be allowed to borrow up to a maximum of ten (10) days or eighty (80) hours from the same calendar year. The following applies to all associates regardless of whether their vacation entitlement is governed by Article 5.01 (a) or (b).

5.03 Vacation Pay

- (a) All Associates with two (2) or fewer weeks of vacation entitlement shall receive vacation pay based on four percent (4%) of their base pay for hours worked in the pay periods in the current year, including sick pay, statutory holiday pay and vacation pay and four percent (4%) of their overtime pay, premium payments and any retroactive adjustments.
- (b) All Associates with three (3) weeks of vacation entitlement shall receive vacation pay based on five point seven-six-nine percent (5.769%) of their base pay for hours worked in the current year, including sick pay, statutory holiday pay and vacation pay and four percent (4%) of their overtime pay, premium payments and any retroactive adjustments, or six percent (6%) if they have five (5) years of service or more.
- (c) All Associates with four (4) weeks of vacation entitlement shall receive vacation pay based on seven point six-nine-two percent (7.692%) of their base pay for hours worked in the current year, including sick pay, statutory holiday pay and vacation pay and six percent (6%) of their overtime pay, premium payments and any retroactive adjustments.
- (d) All Associates with five (5) weeks of vacation entitlement shall receive vacation pay based on nine point six-one-five percent (9.615%) of their base pay for hours worked in the current year, including sick pay, statutory holiday pay and vacation pay and six

percent (6%) of their overtime pay, premium payments and any retroactive adjustments.

- (e) All Associates with six (6) weeks of vacation entitlement shall receive vacation pay based on eleven point five-three-eight percent (11.538%) of their base pay for hours worked in the current year, including sick pay, statutory holiday pay and vacation pay and six percent (6%) of their overtime pay, premium payments and any retroactive adjustments.
- (f) For Associates paid on commission, the associate's previous year's non-productive rate shall be used when calculating the above vacation pay entitlements, calculated according to established procedures.

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

- (b) **Subject to 5.04(a), all accrued but unused vacation pay shall be paid out to an Associate when their employment with the Employer ends.**

5.05 Auxiliary Associates have the ability to **apply for** up to two (2) weeks' vacation (unpaid) by seniority during the vacation period referenced in Article **5.07**.

Auxiliary **Associates** vacation entitlement will be as per **the Employment Standards Act**: four percent (4%) vacation pay **increased** after five (5) consecutive years of service **with the Employer** to six percent (6%) vacation pay. **This vacation pay shall be paid out on an Auxiliary Associates' regular paycheque.**

Vacation Scheduling

5.06 There shall be no carry-over of vacation from one calendar year to the next. Vacation should be taken in the year it is earned. The exception to this article is those employees on a medical or maternity/parental leave **for more than six (6) months during the vacation year or when otherwise agreed by the Employer**. Those employees will be required to take vacation in the year of their return to work.

5.07 (a) **Vacation shall be scheduled by the Employer at mutually convenient times** during the period January 1st to the **third Saturday in November** each year, **with the exception of Spring Bay Days and Fall Bay Days during which no vacation shall be scheduled**. Vacation can be taken up to a maximum of three (3) weeks at one time. In special circumstances, this three (3)-week period may be extended with authorization by **the Employer in writing**. Associates **are** encouraged to **apply for their** portion of their vacation which exceeds three (3) weeks in periods when the business is the least active.

- (b) **Notwithstanding the above, the Employer may in its sole discretion agree to schedule vacation at an Associate's request outside the period of January 1 to the third Saturday in November, or during Spring Bay Days and Fall Bay Days.**

5.08 When a statutory holiday falls during an Associate's paid vacation period, such Associate shall receive an additional day's pay or vacation in lieu thereof.

- 5.09 Any temporary lapse in employment due to illness, accident, or other cause beyond the control of the Associate shall not affect the continuity of employment for vacation purposes.
- 5.10 Associates will not accrue paid vacation while on unpaid leaves of absence, including maternity/ paternity leave. As there are no earnings while on unpaid leave of absence, no paid vacation hours will be accrued during the period on unpaid leave. The period spent on unpaid leave should be treated as if it had been time worked in calculating the individual's seniority for vacation purposes (length of vacation and timing) when they later return to active employment. Associates returning from leave are still entitled to their annual vacation time off, although it may be unpaid, if they have not accrued sufficient hours.

Article 6 - BENEFITS

- 6.01 It is agreed that the application of the **Employer's** benefits relating to: health and dental care; Associate discounts; sickness and disability; pension plan; life insurance; long-service awards; compassionate care leave shall continue with respect to the Associates in conformity with their general application throughout the Company including improvements or reductions. It is understood the benefit plans are not part of the Collective Agreement and are not themselves subject to the grievance procedure or arbitration.

For further clarity, it is clearly understood that the Employer's only obligation pursuant to this Agreement with respect to benefits coverage is the payment of its portion of the premiums. Any problems or disputes with respect to benefits coverage, including but not limited to the insurer acknowledging or honouring a claim, is a matter as between the employee(s) and the insurer and shall not be the subject of grievance or arbitration under this Agreement.

- 6.02 The **Employer** will provide all details to the Union, as soon as possible and, in any case, coincident with their introduction. If existing benefits are reduced, the **Employer** will discuss any such reductions with the Union in advance.

Article 7 - LEAVE OF ABSENCE

- 7.01 Educational Leave: Associates with four (4) years or more of continuous service shall be entitled to an Educational Leave of Absence, for up to one (1) year without gain or loss of seniority as of the time the Associate leaves.

The following terms and conditions shall apply to such Leave:

- (a) Two (2) Associates at any one time shall be eligible for Education Leave.
- (b) Written application for the Leave shall be coordinated through the Human Resources/**People Experience** Department. Notification of person applying for Leave shall be provided at least three (3) months in advance.
- (c) Such Leave will be granted on a one time only basis per Associate.
- (d) The Associate must be attending an accredited educational institution.
- (e) While on Leave, the Associate shall not take employment with any retail competitor (violation of this provision may result in termination for cause).

- (f) It is understood a person on Leave could be offered minimal part-time work with the Employer without seniority or rights to such work for the duration of the Leave.
- (g) The period of time off will not count towards time worked for vacation entitlement.
- (h) One (1) months' notice of return to work must be given to the Employer unless a return date has been established prior to leaving.
- (i) During the period of such Leave, if an Associate has Group Life or Medical, they will be allowed to self-pay their portion **and the Employer's portion** of the benefit in advance, by monthly installments.

7.02 **Jury Duty:** In the event that an Associate is selected for **Canadian** Jury Duty, or as a witness subpoenaed by the Crown, or another similar **Canadian** government authority, a Leave of Absence will be granted, and the Associate shall suffer no loss in compensation through carrying out his/her duty as a citizen.

If an Associate's service as a juror or a witness is not required for the entire day, **they are** expected to return to work for the remainder of the day. However, at no time shall the combined jury/witness duty and employment duties exceed seven point five (7.5) hours in a day. The Associate is also expected to report to work on any regularly scheduled working day when the Court is closed for a holiday not recognized by the Company.

The amount the Employer will pay is the difference between the amount paid for the Court appearance and the pay at the Associate's regular rate for the hours lost, provided the Associate provides the Employer with an official receipt showing the amount of any fee received.

The Employer shall only be required to pay jury or witness duty pay during the first thirty (30) calendar days from the first day of the employee's jury or witness leave (regardless of how many days of actual leave are taken during those thirty (30) calendar days), unless otherwise agreed by the Employer.

This Policy applies to regular Associates, however, if auxiliary Associates are chosen for jury/witness duty, then the Policy may also apply to these persons if their regular hours cannot be rescheduled.

7.03 **Bereavement Leave:** In the event of the death in the immediate family, **an** Associate will be entitled to a Leave of Absence, with pay **for lost wages for scheduled shifts**, of up to five (5) **calendar days beginning the date of death or day thereafter**. Granting of Leave is for the purposes such as, making arrangements for and attending the funeral.

An employee may request to save one (1) or more of the above bereavement leave days to attend a delayed interment/memorial service/cultural ceremony.

Immediate family shall include parent, child, spouse, **siblings**, or a person who served as a guardian, **parent-in-law**, grandparents, grandchildren, step-parents, step-children and foster-children. Common-law relationships, including same sex relationships, will be recognized as above. An Associate may also request additional unpaid Leave. Such requests will not be unreasonably denied.

- 7.04 The granting of leaves of absence and the extension of vacation periods beyond the number of days established rests solely at the discretion of the Employer. However, should an Associate feel **their** request for leave of absence has not been fairly dealt with, the Union and the Employer shall meet to discuss the matter.
- 7.05 Maternity and Paternal Leave shall be granted in compliance with the *Employment Standards Act*, as amended from time to time.
- 7.06 Domestic or Sexual Violence Leave shall be granted in compliance with the *Employment Standards Act*, as amended from time to time. An Associate may use any accrued paid sick time while on Domestic or Sexual Violence Leave. An Associate's experience with domestic or sexual violence will be considered when connected to any performance or disciplinary issues.**

Article 8 - TERMINATION PAY

- 8.01 When service of an Associate is terminated by the Employer for reasons other than those set forth under Clause 8.02 below, **they** will receive:
1. After three (3) months of service but less than one (1) year – one weeks' pay.
 2. After one (1) year of service but less than two (2) years – two (2) weeks' pay.
 3. After two (2) years of service but less than four (4) years – three (3) weeks' pay.
 4. After four (4) years of service but less than five (5) years – four (4) weeks' pay
 5. After five (5) years of service – five (5) weeks' pay plus **two (2) additional weeks'** pay for each completed year of service **after the Associate's first five (5) years to a maximum combined payment of thirty (30) weeks' pay.**
- 8.02 The foregoing shall not apply when an Associate resigns or is discharged for cause.
- Cause shall be conduct or any act of any Associate prejudicial or injurious to the Employer, **their** interests, **their** reputation or **their** operations.

Article 9 - ABSENCES DUE TO SICKNESS OR ACCIDENT

- 9.01 When an Associate calls in sick, they will first attempt to reach their immediate Manager and will leave a message on their Manager's voicemail if the Manager is not available. They will also contact Human Resources/**People Experience** and leave a message that they are ill. They will also specify their expected date of return if known. **An Associate shall provide this notification as soon as possible. Failure to provide adequate notice when an Associate was able to do so may be cause for discipline.**
- 9.02 Duty to Accommodate: The **Employer** recognizes that it has a Duty to Accommodate in accordance with the provisions of the *Human Rights Code* of British Columbia.
- 9.03 Return from Long Term Disability or WCB Policy: Modified Work Programs: **The Employer will attempt to accommodate ill or injured Associates by providing modified work. When doing so, the Employer will take into consideration the condition of the Associate. Modified work may take the form of modified duties and/or hours of work.**

9.04 When an Associate is medically able to return to work as outlined above, it is the Company's obligation to re-employ the individual in a job as follows:

Length of Absence

Returns from LTD/WCB in less than 1 yr.

Job Opportunity

Same position providing it still exists.

Otherwise a comparable position should be found.

Returns from LTD/WCB after 1 year but less than 2 years

Comparable position

Returns from LTD/WCB after 2 years

Any position

In the event that the Company is unable to offer the Associate a job based on the above guidelines, the individual would receive a severance package in accordance with the established termination policy.

9.05 **The Employer may require an Associate to provide a doctor's certificate to substantiate an absence of more than three (3) days, or for shorter absences if it is reasonable to do so in the circumstances. If so required, the Employer will reimburse the Associate for the cost of the doctor's certificate, up to a maximum of \$50 or such other reasonable amount charged by the doctor, upon the Associate providing the Employer with proof of cost (which must be done within two (2) weeks).**

Article 10 - UNIFORMS

10.01 **Associates required by the Employer to wear articles of clothing with the Employer logo shall have such articles of clothing supplied and kept in good repair without cost to the employee. The store's uniform policy will be consistent with the Employer's policy at other HBC stores in the region.**

10.02 Where clothing becomes **abnormally** soiled, or damaged at work by some extraordinary circumstances beyond the control of the Associate, the Employer will be responsible for the **dry** cleaning, repair, or replacement of the item.

10.03 The Employer agrees to **reimburse Operations Associates who are regularly working on the loading dock** up to one hundred and fifty dollars (\$150.00) per year toward the purchase of safety footwear or other footwear as is deemed appropriate by Workers' Compensation Board regulations on submission of **an original copy of a receipt. Slip on safety toe caps will be made available for Associates who do not regularly work on the loading dock when they are asked to do so.**

Article 11 - GRIEVANCE PROCEDURE

11.01 **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 Statutory Holidays.

- 11.02** It is the mutual desire of the parties hereto that complaints of employees shall be investigated as quickly as possible. It is understood that an Associate should attempt to first give their immediate manager the opportunity of resolving their complaint verbally or in writing. Failing settlement at this informal stage, the issue may be then taken up as a grievance.
- 11.03** The Union may file a grievance in writing with the Store Manager within ten (10) days of the occurrence of the circumstances giving rise to the grievance. The grievance shall include the nature of the grievance, the remedy sought and the provisions of the Agreement which are alleged to have been violated.

A meeting will then be held between the Store Manager or their designate and the Associate (should the Union determine the employee should be present), and the Union steward (should the Union determine the Union steward should be present). Such meeting shall be held within fifteen (15) days of submission of the grievance. 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 Company shall be delivered in writing within ten (10) days following the date of such meeting.

- 11.04** It is agreed that a policy grievance arising directly between the Employer and the Union may be filed as per the process set out in Article 11.03. 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.
- 11.05** (a) When an Associate receives discipline from the **Employer**, defined as “any written record of a verbal warning, written warning, record of suspension and/or termination” such record of discipline will remain on the Associate’s record subject to the provisions of paragraph (b).
- (b) Provided that the Associate receives no similar discipline whatsoever for a period of two (2) years, any discipline notation in the Associate’s record will **not be relied on and will** be removed **when it comes to the Employer’s attention**.
- 11.06** The parties acknowledge that the time limits set out in the grievance procedure are mandatory and may only be extended by mutual agreement in writing.

Article 12 – ARBITRATION PROCEDURE

- 12.01** 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) calendar days after the decision under article 11.03 is given, the grievance shall be deemed to have been abandoned.
- 12.02** 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 shall mutually agree on a sole arbitrator to resolve arbitrations arising under this Agreement.

- 12.03 No matter may be submitted to arbitration which has not been properly carried through the grievance procedure.
- 12.04 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.
- 12.05 Each of the parties will share equally the expenses, if any, of the arbitrator.
- 12.06 The parties acknowledge that the time limits set out in the arbitration procedure are mandatory and may only be extended by mutual agreement in writing.
- 12.07 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 13 – WAGES

- 13.01 The new wage rates applicable under the Collective Agreement are attached hereto as Appendix A. No Associate's existing wage rate will be reduced as a result of the implementation of this new compensation system. The rates in Appendix A are minimum rates only. The Company may, at its sole discretion, pay an Associate above the specified rates.

Article 14 - SENIORITY

- 14.01 Seniority shall be defined as an Associate's length of continued service with the Employer since their most recent date of hire.
- 14.02 Layoff and Recall
1. Layoffs and recalls will be by seniority within the Work Group/Department provided the remaining Associates have the skill, ability, qualifications, and suitability to perform the remaining work.
 2. In the event of a permanent layoff, the Associate will be given a reasonable opportunity to retrain in **another Work Group/Department** of the store when there is a vacancy, provided the Associate has the **skill**, ability, **qualifications**, and suitability required for the job.
 3. Seniority of an Associate shall be lost if **and their** employment deemed terminated if **they** do not perform work for the **Employer** for a period of six (6) months in the case of layoff.

4. In the event of a temporary layoff in a **Work Group/Department**, the Associate has a right to work in other departments if a vacancy exists, provided the Associate has the **skill, ability, qualifications, and suitability required to perform the work.**
5. If there is no posted position Article **14.02(4)** only applies to Managers who have been demoted.

14.03 Hours of Work:

1. **The Employer recognizes seniority within the Work Group/Department when scheduling hours of work. Specifically, subject to skill, ability, qualifications, and suitability, as well as Associate availability, the Employer will schedule weekly hours, and reduce already scheduled hours, by Seniority within the Work Group/Department.**

The Employer reserves the right to determine the total hours available and the length and times of shifts.

2. Seniority rights will be exercised in order of the highest to lowest employment categories: (a) **Full-Time** and (b) **Auxiliary**

3. Work Group/Departments

Sales:

- **Sales (which includes all Sales Associates other than those working in the below areas)**
- **Jewelry**
- **Cosmetics (separated by each brand as their own Work Group/Department)**
- **Fragrances**
- **Major Home Fashions**
- **Office**
- **Operations (which includes all back of house roles except Visual Presentation)**
- **Visual Presentation**

Nothing in this Article shall restrict the Employer's right to require an employee to work in another Work Group/Department during the employee's shift.

The Employer reserves the right to alter, increase, decrease, combine, etc. the above Work Groups/Departments and will communicate such changes to the Union as far in advance as practicable. Seniority will be carried forward to the new Work Groups/Departments.

Should a Work Group/Department be eliminated or combined during the duration of the Agreement, employees will refer to the layoff provisions in Article 14.

Upon request by the Union, the Employer and Union shall meet to discuss the impact of the reduced Work Groups/Departments set out above. The Employer will consider any alternatives suggested by the Union.

4. **The Employer will fill vacancies with the most senior Associate who applies for**

the position provided the Associate has the skill, ability, qualifications, and suitability to perform the work.

The Employer need not consider any Associate who has successfully bid on a vacancy within the prior six (6) months.

This posting process in Article 14 does not apply to the retention of seasonal employees after the Holiday Season.

Nothing in Article 14 limits the Employer's ability to assign or transfer employees within the same classification to different job assignments on an as needed basis.

5. Posting and Scheduling When a vacancy is filled as the result of a job posting and the candidate is from another **Work Group/Department**, the candidate will carry their seniority to the new **Work Group/Department**.
 - (a) All job vacancies will be posted for a period of seven (7) calendar days on the Associates' bulletin board in the Associates' Lunchroom and Human Resources **Board**. Copy of all job postings to be given to Shop Steward.
 - (b) Associates are to notify in writing the Human Resources/**People Experience** and **applicable** Manager when on vacation or long-term sick leave that they would be interested in a job if posted. There is no guarantee on how long the position will be held open.
6. Contracting Out: With the introduction of contractors, subcontractors, or leasees into the operation, which results in a permanent layoff of **an** Associate, the Associate will be given a reasonable opportunity to retrain in other **Work Groups/Departments** of the store when there is a vacancy, provided the Associate has the **skill, ability, qualifications, and suitability** required **to perform the work**.
7. Extra Shift Availability: In the event an extra shift **becomes** available, the Company shall first **offer the shift to** Associates in the classification in order of seniority, provided such Associates:
 - i. have signed a form indicating their availability for extra shifts in the classification;
 - ii. **have the skill, ability, qualifications, and suitability required to perform the work;**
 - iii. **the extra shift does not result in overtime.**

If no Associates in the classification are available **or willing to work the shift**, the Company shall **offer the shift to** Associates in other classifications in order of their seniority provided **such Associates**:

- i. have signed a form indicating their availability to work extra shifts in other classifications;
- ii. **have the skill, ability, qualifications, and suitability required to perform the work;**
- iii. the extra shift does not result in overtime.

If no Associate volunteers to work the extra shift, the Employer reserves the right to schedule an Associate.

Associates who decline three (3) extra shifts over a three (3) month period shall be removed from the list for the next three (3) months.

8. If an **Auxiliary** Associate is not available to work all hours and shifts, **they** shall sign a “restricted” form. The Associates who sign such a form will forfeit their right to claim any hours **on a day in which their availability is restricted or week where they do not meet the availability criteria set out in 14.02 (10).**
9. **Unless the Employer agrees otherwise, an Auxiliary Associate shall make themselves available to work at least 50% of the hours during which the Employer is open, or twenty (20) hours during which the store is open, whichever is less, five (5) hours of which must be after 5:00 pm or on a weekend.**
10. Associates who have restricted themselves **by signing a restricted form** may lift this restriction twice per year (March 1st and September 1st) **or at any other time permitted by the Employer.** The Employer will post a bulletin on the bulletin boards fourteen (14) days prior to the above dates informing Associates of their rights. The Employer shall also post a seniority list, by category, for each of the **Work Groups/Departments** set out in Subsection 3 above.
11. **An Associate requesting to temporarily alter their normal availability shall not have their hours of work for the week reduced as a result of the request if business needs permit and the written request is received at least six (6) weeks in advance of the requested time off.**

If the Associate requests time off with less than six (6) weeks of notice, it shall be optional for the Employer to reduce the Associates’ hours and/or days of work.

12. Any monetary adjustment arising from a violation of the above clause shall not be paid retroactively for a period greater than two (2) weeks prior to the date a written grievance was received by the Employer.

14.04 The seniority of an Associate shall be lost and their employment with the Employer automatically terminated for any of the following reasons:

- (a) **they quit their employment;**
- (b) **they retire;**
- (c) **they are discharged for just cause and are not reinstated;**
- (d) **they do not perform work for the Employer for a period of six (6) months in the case of layoff;**
- (e) **they do not perform work for the Employer for a period of thirty (30) days in the case of an employee not on a layoff or an approved leave of absence, provided the Employer has made efforts to contact the Associate;**

- (f) they are absent from work without permission for more than three (3) consecutive working days unless an explanation satisfactory to the Employer is given by the employee;
- (g) they do not perform work for the Company for a period of twenty-four (24) months for any other reason other than those set out in (d), (e) and (f) above, provided that the Company has met its obligations to accommodate the employee under any applicable legislation;
- (h) if an employee overstays a vacation or leave of absence without securing the extension of such leave of absence or vacation from their Manager or Human Resources/People Experience unless an explanation satisfactory to the Employer is given by the employee;
- (i) 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 Employer has in its files for that employee;
- (j) If an employee utilizes a leave of absence for purposes other than those for which it was granted;
- (k) they fail to return to work immediately after the Employer has been notified by a doctor or Workers' Compensation Board that the employee is able to return to their job provided that the Employer has met its obligations to accommodate the employee under any applicable legislation.

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

Article 15 - HEALTH & SAFETY

- 15.01 Safety: Associates and the Employer are to comply with established safety rules. Associates will not be expected to operate with unsafe equipment or under unsafe working conditions, **and may refuse such work without discipline, as per the *Occupational Health and Safety Regulation***. Associates are expected to report any unsafe equipment. The Union and the Employer undertake to promote safety education among their members in an effort to overcome accidents.
- 15.02 The Employer agrees to maintain a Health & Safety Committee. The Committee shall function in accordance with **the *Occupational Health and Safety Regulation and Workers Compensation Act***.
- 15.03 The Company will provide gloves in the Receiving area as well as, **where necessary**: Eye protection, ear protection, air-filter masks, and rubber gloves.
- These will also be supplied in other areas of the store where necessary.
- 15.04 Injury at Work: Associates injured at work will be paid for the remainder of their scheduled shift.

- 15.05 **The Employer will maintain a policy addressing customer abuse towards employees.**
- 15.06 **The Employer shall post in a conspicuous place on the Health and Safety Board the Employer's Policy on Workplace Violence, Bullying and Harassment.**
- 15.07 **Associates may obtain additional information on violence and harassment in the workplace, robbery prevention and bomb threats by contacting their respective Manager or Human Resources/People Experience.**

Article 16 - GENERAL

- 16.01 No Associate shall be asked to make a written or verbal agreement with the Employer covering hours of work, wages or working conditions during the life of this Agreement, contrary to the terms of the Agreement set out herein.
- 16.02 Associate privileges at present in effect but which are not specifically mentioned in the Agreement and are not contrary to the purpose and intent of the Agreement shall **be applied in conformity with their general application at HBC stores throughout the region.**
- 16.03 Upon request, the Employer shall inform the Union in writing of Associates dismissed and give reason for dismissal.
- 16.04 If an interview with an Associate is planned, with the intent that the result be a corrective interview, both the Employer and the Associate will have the right to ask for a witness to be present during such interview. Said witnesses shall be there solely as observers. It is understood that this provision does not apply to appraisal interviews.
- 16.05 The Union bulletin board will be maintained in the Associates' lunchroom. A portable one may be used at Associates' entrance before or after store opening on days that the Union wants to announce meetings.
- 16.06 Provision will be made for the posting of Union notices on the Associates' bulletin boards.
- 16.07 A copy of this Agreement shall be posted on the Associates' bulletin board. Copies will also be supplied to all Associates upon request, **which costs will be split between the Employer and the Union provided they are reasonable.**
- 16.08 Contributions to charity are strictly voluntary.
- 16.09 There shall be no strikes, slowdowns, walkouts, or stoppages of work on the part of the Associate, and there shall be no lockouts of Associates by the Employer during the life of the Agreement.
- 16.10 (a) Schedules of hours to be posted by Sunday noon, two (2) weeks prior to the start of the schedule.
- (b) All shift changes that take place after posting - Managers must inform Associates.

- (c) Associates shall be permitted to switch a shift with another Associate in the same **Work Group/Department** and classification provided the shifts are of equal length.

Associates agree that there will be no switching or changing of shifts:

- without the approval of their immediate Manager; and
- without the approval of the Associates involved.

The immediate Manager's decision shall be final on all such matters.

The switching of shifts shall not result in overtime pay or any claim under the seniority provisions of this Agreement that the shift was assigned incorrectly.

- 16.11 The Employer agrees to forward to the Union on or before **January 15 and July 15** of each year a list containing **the name, address, Work Group/Department, and employment category of each Associate hired during the previous six (6) months.**

Article 17 - STATEMENT TO NEW ASSOCIATES

- 17.01 The Employer shall, without bias, present all new Associates on their first day of orientation with a copy of the following statement. This statement will be a separate document from other paperwork given to a new Associate.

"TO THE ASSOCIATE"

The Hudson's Bay Company hereby advises you of the existence of a collective bargaining agreement between the Hudson's **Bay**, Victoria Downtown Store, and the United Food & Commercial Workers Union, Local 1518. Copies of the agreement are posted on the Associates' bulletin board.

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

Please see the Union bulletin board in the Associate lunchroom for information on the Union stewards and Union representative.

Article 18 - UNION BUSINESS AND UNION LEAVE

- 18.01 The Union will elect or select Shop Stewards from time to time to oversee working conditions in the workplace and implementation of the Collective Bargaining Agreement.
- 18.02 Union Leave: Upon ten (10) working days' notice to the **Employer**, Associates who have been elected or appointed to attend Union functions shall be granted Leave of Absence for this purpose. One (1) Associate per fifty (50) Union members or part thereof will be granted leave, plus **the two (2)** Shop Stewards who are not to be included in; the one to fifty (1:50) ratio. No more than two (2) Union members (excluding **the two (2)** Stewards) shall be granted this leave without permission of the **Store Manager**.

The aggregate of this leave (the above) shall not exceed twelve (12) weeks per calendar year. It is agreed that such Leaves of Absence will not be granted during the months of November and December **or during Bay Days**, except in the case of Executive Board Members who will be granted leave **or when otherwise agreed by the Employer**.

The Employer will pay the member(s) who attend Union business all wages and benefits as though they would have been working. The Union will reimburse **the Employer** for wages and benefits of member(s) who were on Union Leave.

Upon at least ten (10) days' notice the Employer shall grant a Leave of Absence for purposes of Union business to one (1) Associate on the following basis:

Up to three (3) months' Leave of Absence without review and a further three (3) months by mutual agreement.

Article 19 - PICKET LINES

- 19.01 The Employer agrees that it will not force **employees covered by this Agreement** to report to work behind a Trade Union's legal picket line at **the store covered by this Agreement**. For the purposes of this Agreement, a "legal picket line" is one which results from a legal strike or lockout pursuant to the *Labour Relations Code of British Columbia*.
- 19.02 The Employer will not discipline or discriminate against an Associate who refuses to report to work while a legal picket line exists at **their** place of work.
- 19.03 Associates claiming the protection of paragraphs 19.01 and 19.02 above cannot claim entitlement to any earnings lost in consequence of pay adjustments made by the Employer when an Associate refuses to cross a picket line.

Article 20 - MEMBERSHIP

- 20.01 All Associates covered by this Agreement who, on March 1st, 1975, are members in good standing of the Union in accordance with its Constitution and Bylaws, and all Associates who become members after that date, shall, as a condition of employment, maintain their membership in the Union in good standing.
- 20.02 The Employer agrees to deduct from the wages of each Associate, upon proper authorization from the Associate affected, such union dues and initiation fees as may be authorized by regular and proper votes of the membership of the Union, and to forward such monies monthly, together with a list of Associates and the total amount of deductions for each, to the Secretary Treasurer of the Union not later than ten (10) days after the end of each month for which collected.
- 20.03 All Union dues deducted by the Employer shall be shown on the Associate's T4 slip.

Article 21 - LIFE OF AGREEMENT

- 21.01 This Agreement shall be for the period from and including February 1, **2020**, to and including January 31, **2024**, and from year to year thereafter, subject to the right of either party to the Agreement, within four (4) months immediately preceding January 31, **2024**, or a subsequent anniversary date thereafter to:

1. terminate this Agreement, in writing, effective **January 31, 2024**, or any subsequent anniversary thereof;
2. require the other party to this Agreement, in writing, to commence collective bargaining to conclude a revision or renewal of this Agreement.

21.02 Should either party give notice pursuant to (2) above, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement, or increase or decrease the rate of pay of any Associate for whom collective bargaining is being conducted, or alter any other terms of condition of employment until:

1. The Union **commencing a** lawful strike in compliance with the *Labour Relations Code of British Columbia*, or
2. The Employer **commencing a** lawful lockout in compliance with Section 82 of the *Labour Relations Code of British Columbia*.

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

DATED THIS 22 day of February, 2024.

FOR THE UNION
UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 1518



Kim Novak, President, UFCW 1518

FOR THE EMPLOYER
HUDSON'S BAY (Victoria City Centre)

Stacey Psiharis

Stacey Psiharis, Hudson's Bay

APPENDIX A

WAGE SCHEDULE

Wage Group	Classification	Minimum Hiring Rate
1	Sales Associate Beauty Advisor & Fragrance Consultant Major Home Fashions Associate Operations Associate Seasonal Associate	BC Min Wage + \$0.25
2	Visual Presentation	BC Min Wage + \$1.50

1. **No Associate shall be paid less than the minimum hiring rate.**
2. **In 2022 and subsequent contract years prior to the Agreement's expiration, Associates will receive at least a 1% increase effective June 1. If an Associate receives a wage increase on or between January 1 and/or June 1 as a result of an increase to the B.C. minimum wage, the Employer shall not be obligated to provide the Associate the annual increase of at least 1% described above if the minimum wage increase the Associate received is equal to or greater than 1%. If the minimum wage increase results in an increase of less than 1%, the difference between that increase and a 1% increase will be provided at minimum.**
3. **Qualified Associates who are scheduled as First Aid attendants will be paid a First Aid Premium of \$0.40 per hour.**
4. **Associates who work a shift that commences after 9:00pm and concludes before 6:00am the following date shall be paid a Night Premium of \$1.00 per hour.**
5. **Any new hire shall not be hired at a higher wage than any existing employee in the same employment category (e.g., full-time, auxiliary, etc.) and classification (as per the wage grid above) if the existing employee has more experience with the Company than the prospective new hire. However, if the prospective new hire has relevant retail and/or customer service experience, the Company may ask the Union to allow it to hire the prospective new hire at the same rate as an existing employee in the same employment category and position title. The Union shall not unreasonably deny such permission. NOTE: This provision does not apply to employees who receive commission payments as part of their compensation.**

LETTER OF UNDERSTANDING #1

Major Home Fashions Commission Associate

1. Commission policies for the Victoria Store, other than those fixed for the duration of the Collective Agreement, will be applied in conformity with their general application throughout the Region. Commission Sales Associates and the **Employer** must abide by the guidelines established in the Commission Manual established by the **Employer** for the Region as a whole. Changes to the Commission Policies shall be promptly communicated to the Associates.

Notwithstanding any other provision in the Collective Agreement, those commission policies fixed for the duration of the Collective Agreement by its terms may be eliminated by the Employer provided affected employees are made whole by increasing their base hourly wage to an amount equal to or above their average hourly earnings in their last twelve (12) months of active employment, whether consecutive or not (which includes both base wage and commission earnings).

2. Where a **Major Home Fashions** Associate finds that during the first two (2) weeks after returning from holidays, they are in a deficit position, they may approach the Human Resources/**People Experience** Office and ask for an advance against their next month's commission earnings.
3. **Home Fashions Associates will be compensated based on the Employer's Variable Commission – Draw Commission, Deficit program, which will be applied in conformity with its general application throughout the Region.**

One percent (1%) commission will also be paid out to Major Home Fashions Associates, Cosmeticians and Beauty Advisors when cross selling products outside their Work Group/Department.

4. **There may be up to eleven (11) commissioned Associates.** Should additional commission Associates be required, the Union and the **Employer** will meet to discuss. An additional Associate may become necessary, when through normal business growth, sales have increased by a minimum of \$200,000. This does not change the basic criterion that there is one Associate for every \$500,000 in sales. The Union and **Employer** will further discuss **the employment category of the new position** and when the appointment will become effective.

The commission generated by any new commission Associate will be given to their mentor during probation. The mentor will be appointed on a rotational basis.

In the event of a major plan to expand existing businesses or to open new ones, the **Employer** has the right to waive the above requirement in order to capitalize on the opportunity.

SIGNED THIS 24TH DAY OF JULY, 2001.

RENEWED AS AMENDED THIS 7TH DAY OF SEPTEMBER, 2012.

RENEWED THIS 4TH DAY OF MAY, 2016.

RENEWED AS AMENDED THIS 7TH DAY OF JULY, 2023.

FOR THE UNION

UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 1518



Kim Novak, President, UFCW 1518

FOR THE EMPLOYER

HUDSON'S BAY (Victoria City Centre)

Stacey Psiharis

Stacey Psiharis, Hudson's Bay

LETTER OF UNDERSTANDING #2

Re: Scheduling

During the life of the Agreement, Managers will endeavour to schedule at least three (3) weeks in advance, however, as a minimum Article **16.10** will be followed.

SIGNED THIS 27TH DAY OF JANUARY, 1998.

RENEWED AS AMENDED THIS 7TH DAY OF SEPTEMBER, 2012.

RENEWED THIS 4TH DAY OF MAY, 2016.

RENEWED AS AMENDED THIS 7TH DAY OF JULY, 2023.

FOR THE UNION
UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 1518



Kim Novak, President, UFCW 1518

FOR THE EMPLOYER
HUDSON'S BAY (Victoria City Centre)

Stacey Psiharis

Stacey Psiharis, Hudson's Bay

LETTER OF UNDERSTANDING #3

Re: Hudson's Bay Company Store Bonus Plan

It is agreed that Associates shall be eligible to receive Hudson's Bay Company Store Bonus Plan payments **provided they still exist**. The application of Hudson's Bay Company Store Bonus Plan shall conform with the general application throughout the Company including entitlement and any improvements or reductions, as apply from time to time.

It is understood that Hudson's Bay Company Store Bonus Plan is not part of the Collective Agreement and is not therefore subject to the grievance procedure or arbitration.

SIGNED THIS 24TH DAY OF JULY, 2001.

RENEWED THIS 7TH DAY OF SEPTEMBER, 2012.

RENEWED THIS 4TH DAY OF MAY, 2016.

RENEWED AS AMENDED THIS 7TH DAY OF JULY, 2023.

FOR THE UNION

UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 1518



Kim Novak, President, UFCW 1518

FOR THE EMPLOYER

HUDSON'S BAY (Victoria City Centre)

Stacey Psiharis

Stacey Psiharis, Hudson's Bay

LETTER OF UNDERSTANDING #4

Re: Clothing Discount

Associates will be entitled to fifty percent (50%) off (regular price) any purchase of black cardigans for use at work, **and forty percent (40%) off (regular price) any purchase of black clothing for use at work**, purchased **from the Employer**. Associates will also be entitled to discounts on clothing for work as per the Company guidelines.

SIGNED THIS 28TH DAY OF OCTOBER, 2008.

RENEWED THIS 7TH DAY OF SEPTEMBER, 2012.

RENEWED THIS 4TH DAY OF MAY, 2016.

RENEWED AS AMENDED THIS 7TH DAY OF JULY, 2023.

FOR THE UNION

UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 1518



Kim Novak, President, UFCW 1518

FOR THE EMPLOYER

HUDSON'S BAY (Victoria City Centre)

Stacey Psiharis

Stacey Psiharis, Hudson's Bay

LETTER OF UNDERSTANDING #5

Re: Regular Full-Time Positions

As of the date of ratification of the 2020-2024 Collective Agreement, the employment category of regular full-time is eliminated (consistent with other HBC stores across the region). The below Associates now have the same entitlements as the previous employment category of Full-Time Flex (now referred to as Full-Time):

**Mark Waldick
Nancy Mclean
Robert Negrich
Venus Earle**

However, given the long service of the above Associates, they will be entitled to the following:

- 1. To be scheduled first in their Work Group/Department (up to 37.5 hours per week).**
- 2. Overtime to be provided after 37.5 hours in a week and 7.5 hours in a day.**
- 3. Sunday work is voluntary.**
- 4. Benefit coverage will not be impacted as a result of the elimination of the employment category of regular full-time.**

SIGNED THIS 28TH DAY OF OCTOBER, 2008.

RENEWED THIS 7TH DAY OF SEPTEMBER, 2012.

RENEWED THIS 4TH DAY OF MAY, 2016.

RENEWED AS AMENDED THIS 7TH DAY OF JULY, 2023.

FOR THE UNION

UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 1518



Kim Novak, President, UFCW 1518

FOR THE EMPLOYER

HUDSON'S BAY (Victoria City Centre)

Stacey Psiharis

Stacey Psiharis, Hudson's Bay

LETTER OF UNDERSTANDING #6

Re: Joint Labour Management Committee Meetings (JLMC)

The **Employer** and the Union agree to hold Joint Labour Management Committee Meetings once per calendar quarter. The purpose of these meetings is to provide a vehicle for discussion, dialogue and problem solving and to promote harmonious labour relations between the parties.

All discussions and agreements during these meetings shall be considered without prejudice and have **no** precedent setting value. Active grievances and contract interpretation shall not be discussed at JLM meetings.

When such meeting is scheduled the following representatives shall attend:

For the **Employer**:

Store Manager or Designate
One additional Member of Management

For the Union:

UFCW Area Representative
One Shop Steward (Article 18.01)

A courtesy notification of the list of Union attendees will be provided to the Store Manager or Designate one (1) week in advance of the meeting. The **Employer** attendees list shall be provided to the Union Shop Steward.

Meetings will be scheduled during normal working hours in a location arranged for by the **Employer**. Agenda items requiring research from either the Union or the **Employer** will be provided to the other party three (3) days prior to the start of the meeting. Each meeting will not last more than one (1) hour.

SIGNED THIS 7TH DAY OF SEPTEMBER, 2012 .

RENEWED THIS 4TH DAY OF MAY, 2016 .

RENEWED AS AMENDED THIS 7TH DAY OF JULY, 2023 .

FOR THE UNION

UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 1518



Kim Novak, President, UFCW 1518

FOR THE EMPLOYER

HUDSON'S BAY (Victoria City Centre)

Stacey Psiharis

Stacey Psiharis, Hudson's Bay

LETTER OF UNDERSTANDING #7

Re: Communication of Company Benefits

It is understood that the Employer will provide updates regarding benefit changes to the UFCW Area Representative in a timely manner.

SIGNED THIS 4TH DAY OF MAY, 2016 .

RENEWED AS AMENDED THIS 7TH DAY OF JULY, 2023 .

FOR THE UNION
UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 1518



Kim Novak, President, UFCW 1518

FOR THE EMPLOYER
HUDSON'S BAY (Victoria City Centre)

Stacey Psiharis

Stacey Psiharis, Hudson's Bay

LETTER OF UNDERSTANDING #8

Re: Vacation

This will clarify that at no time will an Associate be asked to change their vacation request solely for the purpose of accommodating a manager's vacation.

RENEWED THIS 4TH DAY OF MAY , 2016 .

RENEWED AS AMENDED THIS 7TH DAY OF JULY , 2023 .

FOR THE UNION

UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 1518



Kim Novak, President, UFCW 1518

FOR THE EMPLOYER

HUDSON'S BAY (Victoria City Centre)

Stacey Psiharis

Stacey Psiharis, Hudson's Bay

LETTER OF UNDERSTANDING #9

Re: Product Knowledge Sessions for Major Home Fashion

The **Employer** agrees to allow vendors to provide a meal for MHF Associates if the vendor is willing to do so.

RENEWED THIS 4TH **DAY OF** MAY , **2016** .

RENEWED AS AMENDED THIS 7TH **DAY OF** JULY , **2023** .

FOR THE UNION
UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 1518



Kim Novak, President, UFCW 1518

FOR THE EMPLOYER
HUDSON'S BAY (Victoria City Centre)

Stacey Psiharis

Stacey Psiharis, Hudson's Bay

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