



NAPE

COLLECTIVE AGREEMENT

between

LABRADOR INVESTMENTS INC.

and

**NEWFOUNDLAND AND LABRADOR ASSOCIATION
OF PUBLIC AND PRIVATE EMPLOYEES**

Expires: December 31, 2016

THIS AGREEMENT made this 11th of Dec Anno Domini, 2013,
Two Thousand and Thirteen.

BETWEEN: Labrador Investments Inc., a body corporate organized and existing under the laws of the Province of Newfoundland and having its Registered Office in the Municipality of Happy Valley/Goose Bay (hereinafter called the "Employer")

of the one part;

AND

The Newfoundland and Labrador Association of Public and Private Employees, a body corporate organized and existing under the laws of the Province of Newfoundland and having its Registered Office in the City of St. John's aforesaid (hereinafter called the "Union")

of the other part;

THIS AGREEMENT WITNESSETH that for and in consideration of the premises, covenants, conditions, stipulations, and provisos herein contained, the parties hereto agree as follows:

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ARTICLE 1 PURPOSE OF AGREEMENT

1:01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Union and to set forth certain terms and conditions of employment relating to remuneration, hours of work, safety, employee benefits and general working conditions affecting employees covered by this Agreement.

ARTICLE 2 EFFECT OF LEGISLATION

2:01 In the event that any future legislation renders null and void any provision of this Agreement, the remaining provisions shall remain in effect during the term of this Agreement.

ARTICLE 3 EMPLOYER RULES, REGULATIONS AND POLICIES

3:01 In the event that there is a conflict between the context of this Agreement and any rule, regulation or policy made by the Employer, this Agreement shall take precedence over the said rule, regulation or policy.

ARTICLE 4 DISCRIMINATION, SEXUAL OR PERSONAL HARASSMENT

4:01 The Employer agrees that there will be no discrimination or coercion exercised or practised by it with respect to any employee by reason of age, race, colour, sex, marital status, political or religious affiliation, physical or mental disability, or by reason of his/her membership in the Union.

4:02 The Employer and the Union recognize the right of all employees to work in an environment free from harassment and shall work together to ensure that harassment is actively discouraged. All reported incidents of harassment shall be thoroughly investigated as quickly and as confidentially as possible. The Employer agrees to take all steps to ensure that the harassment stops and that individuals who engage in such behaviour are appropriately disciplined. The Employer agrees that victims of harassment shall be protected, where possible, from the repercussions which may result from a complaint.

For the purpose of this Article, harassment shall be defined as follows:

Harassment of a sexual nature is unsolicited, one-sided and/or coercive behaviour which is comprised of sexual comments, gestures or physical contact that the individual knows, or ought reasonably to know, to be unwelcome, objectionable or offensive. The behaviour may be on a one time basis or a series of incidents, however minor. Both males and females may be victims.

Harassment of a personal nature is any behaviour that endangers an employee's job, undermines performance, or threatens the economic livelihood of the employee, which is based on race, religion, religious creed, sex, marital status, physical or mental disability, political opinion, colour, or ethnic, national or social origin or Union status.

ARTICLE 5 DEFINITIONS

5:01 For the purpose of this Agreement:

- (a) "Bargaining unit" means the bargaining unit recognized in accordance with Article 6.
- (b) "Classification" means the identification of a position by reference to a class title and pay range number.
- (c) "Contractual employee" means a person hired for a specific project for a specific period of time and under specific conditions. Contractual employees will not normally be engaged or undertake work which has been regularly done by members of the bargaining unit.
- (d) "Day of rest" means a calendar day on which an employee is not ordinarily required to perform the duties of his/her position other than:
 - (i) a designated holiday;
 - (ii) a calendar day on which the employee is on leave of absence.
- (e) "Day" means a working day unless otherwise stipulated in the Agreement.
- (f) "Demotion" means an action, other than reclassification resulting from the correction of a classification error, which causes the movement of an employee from his/her classification to a classification carrying a lower pay range number.

- (g) "Employee" or "employees" where used, is a collective term, except as otherwise provided herein, including all persons employed in the categories of employment contained in the bargaining unit.
- (h) "Employer" means Labrador Investments Inc.
- (i) "Grievance" means a dispute arising out of the interpretation, application, administration, or alleged violation of the terms of this Agreement.
- (j) "Headquarters" means the actual building or other regular place of employment where an employee is normally stationed or required to use as his/her base of operations on a permanent basis.
- (k) "Holiday" means the twenty-four (24) hour period commencing at 0001 hours and ending at 2400 hours on a calendar day designated as a holiday in this Agreement.
- (l) "Lay-off" means a temporary cessation of employment due to lack of work or abolition of a post.
- (m) "Leave of Absence" means absence from duty with the permission of the Employer.
- (n) "Month of service" means a calendar month in which an employee is in receipt of full salary or wages in respect of the prescribed number of working hours in each working day in the month and includes a calendar month in which an employee is absent on special leave without pay not in excess of twenty (20) working days.
- (o) "Notice" means notice in writing which is hand delivered or delivered by registered mail.
- (p) "Overtime" means work performed by an employee in excess of his scheduled work week or work day.
- (q) "Part-time employee" means a person who is regularly employed to work less than the full number of working hours in each working day or less than the full number of working days in each week.
- (r) "Permanent employee" means a person who has completed his probationary period and is employed on a full-time basis to hold office without reference to any specified date of termination of service.

- (s) "President" means the President of Labrador Investments Inc.
- (t) "Probationary employee" means a person who is employed, but who has working less than the prescribed probationary period.
- (u) "Probationary period" means a period of six (6) months from the date of employment except for employees who are required to undertake training on employment whose probationary period shall commence immediately following such training.
- (v) "Promotion" means an action, other than reclassification resulting from the correction of a classification error, which causes the movement of an employee from his/her existing classification to a classification giving a higher pay range number.
- (w) "Reclassification" means any change in the current classification of an existing position.
- (x) "Seasonal employee" means an employee whose services are of a seasonal and recurring nature and includes employees who are subject to periodic reassignment to various positions because of the nature of their work.
- (y) "Service" means any period of employment either before or after the date of signing of this Agreement in respect of which an employee is in receipt of salary or wages from the Employer and includes periods of special leave without pay not exceeding twenty (20) working days in the aggregate in any year unless otherwise specified in this Agreement.
- (z) "Temporary employee" means a person who is employed for a specific period for the purpose of performing certain specified work and who may be laid off at the end of such period or on completion of such work.
- (aa) "Transfer" means the movement of an employee from one position to another which does not result in a promotion or demotion.
- (bb) "Travel status" means absence of an employee from his/her headquarters on Labrador Investments Inc. business with the prior approval of his/her manager.
- (cc) "Union" means the Newfoundland and Labrador Association of Public and Private Employees (NAPE) with its headquarters located in St. John's, Newfoundland.
- (dd) "Year" means the period extending from the first day of April in

one year to the thirty-first day of March in the succeeding year.

- (ee) "Week" means a period of seven (7) consecutive calendar days beginning at 0001 hours Sunday morning and ending at 2400 hours on the following Saturday night.
- (ff) "Vacancy" means an opening in a permanent, seasonal, or temporary position which is in excess of thirteen (13) weeks duration, and in respect of which there is no employee eligible for recall.
- (gg) "Redundant position" means a position declared redundant by Labrador Investments Inc.
- (hh) "Termination" means the final severance of employment of an employee because:
 - (i) Subject to Article 32:07 (a), the employee resigns in writing and does not withdraw the letter of resignation within five (5) calendar days after its submission.
 - (ii) Is dismissed for just cause and is not reinstated.
 - (iii) The employee is laid off for a period in excess of twenty-four (24) consecutive calendar months.

ARTICLE 6 RECOGNITION

- 6:01 The Employer recognizes the Union as the sole and exclusive bargaining agent for classes of employees listed in Schedule "A".
- 6:02 When new classifications are developed, the following procedures shall apply:
 - (a) The Employer will immediately notify the Union, in writing, as to whether such classifications should be included in or excluded from the bargaining unit and provide reasons for its exclusions.
 - (b) The Union, after consultation on the Employer's position, will respond in writing, outlining reasons for its rejection or the exclusions within ten (10) working days of receipt of the above notification.
 - (c) Should the parties be unable to agree upon the exclusion of any specific classification, the matter will be immediately referred to

the Labour Relations Board for adjudication.

ARTICLE 7 MANAGEMENT RIGHTS

7:01 All functions, rights, powers and authority which are not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.

ARTICLE 8 EMPLOYEE RIGHTS

8:01 Notwithstanding anything contained in this Agreement, any employee may present a personal complaint to the President of Labrador Investments Inc. or whomever the President may designate.

ARTICLE 9 UNION SECURITY

9:01 All employees who are members of the Union at the time of signing of this Agreement shall remain members during the term of this Agreement, provided they continue to occupy a bargaining unit position.

~~9:02~~ ~~All employees hired after the signing of this Agreement shall immediately become and remain members of the Union, provided they continue to occupy a bargaining unit position.~~ 100

9:03 An employee upon employment shall be provided with information concerning:

- (a) duties and responsibilities;
- (b) starting salary and classification;
- (c) terms and conditions of employment.

9:04 (a) No employee shall be temporarily or seasonally assigned outside the bargaining unit without his/her consent. An employee who is temporarily or seasonally assigned outside the bargaining unit may return to the bargaining unit subject to giving the Employer two (2) weeks' notice.

(b) Employees who are temporarily or seasonally assigned to a position outside of the bargaining unit shall continue to accumulate seniority, unless they would have normally been laid off, and such employees shall have access to the Grievance

Procedure as if they were still working in a classification covered by this Agreement.

- (c) Employees who are temporarily or seasonally assigned outside the bargaining unit shall continue to pay union dues.

ARTICLE 10 WORK OF THE BARGAINING UNIT

- 10:01 (a) Management and excluded personnel shall not work on any jobs which are included in the bargaining unit except for the purpose of instructing, experimenting, reviewing an employee's performance, in the case of emergencies, when regular employees are not available, or where the performance of bargaining unit work usually forms part of the duties of a non-bargaining unit position.

With regard to the creation of new classifications, the Employer agrees that new classifications which are excluded from the bargaining unit will not include a major component of bargaining unit work.

- (b) Recognized vacant positions within the bargaining unit that have not been declared redundant will not be absorbed on a permanent basis by positions outside the bargaining unit.
- (c) Recognized vacant position in the bargaining unit created as a result of secondment or temporary transfer of a bargaining unit employee will not be absorbed by management personnel.

ARTICLE 11 CHECKOFF

- 11:01 The employer shall deduct from the wages of all employees within the bargaining unit the amount of the membership dues and forward same bi-weekly to the Union accompanied by a list of employees showing the contribution of each.

- 11:02 The Employer will supply the following information bi-weekly:

- (a) Two (2) copies of alphabetical listing of all employees whose classifications are in the bargaining unit showing:
 - (i) employee's name;
 - (ii) S.I.N.;
 - (iii) subhead number;

- (iv) classification number;
- (v) pay range and step number;
- (vi) status code;
- (vii) deduction for period; and
- (viii) year to date total.

- (c) Listing of additions and deletions for period.
- (d) Listing of changes made since last period listing.

11:03 The Union shall inform the Employer of any change in the membership dues, and such changes shall be implemented within two (2) calendar months of receipt of the notification.

11:04 The employer agrees to record the amount of membership dues paid by an employee to the Union on his/her T-4 Statement.

ARTICLE 12 GRIEVANCE PROCEDURE

12:01 Subject to Clause 12:03 and 12:07, grievances shall be processed in the following manner:

Step 1

With the exception of dismissal due to unsuitability or incompetence, as assessed by the Employer, of a probationary employee or a part-time or temporary employee with less than six (6) months' service and subject to Clauses 12:03 and 12:07, an employee who alleges that he/she has a grievance, shall first present the matter to his/her Store Manager through his/her Shop Steward with five (5) days of the occurrence or discovery of the incident giving rise to the alleged grievance and an earnest effort shall be made to settle the grievance at this leave.

In cases where an employee's immediate supervisor is the President, the grievance may be submitted immediately at Step 3.

Step 2

If the employee fails to receive a satisfactory answer within five (5) days of presenting the matter under Step 1, he/she may, within five (5) days present a grievance in writing to the Field Operations Supervisor who will give the grievor a dated receipt.

Step 3

If the employee fails to receive a satisfactory answer to his/her grievance within five (5) days after the filing of the grievance at Step 2, he/she may, within a further five (5) days submit his/her grievance in writing to the President. The President shall give his/her decision in writing to the grievor within ten (10) days of receipt of the grievance.

- 12:02 If the grievance is still not satisfactorily settled by the foregoing procedure, either party to this Agreement may submit the grievance to arbitration in accordance with Article 13.
- 12:03 In the case of dismissals and suspensions pending dismissal, the grievance may be submitted in the first instance at Step 3 of Clause 12:01.
- 12:04 All replies to grievances at all Steps of the Grievance Procedure will be in writing and dated receipts of grievances will be given.
- 12:05 A full time representative of the Union may be called in by the employee(s) at any Step of the Grievance Procedure. The grievor may be present during all Steps of the Grievance Procedure.
- 12:06 (a) The time limits specified in this Article may be extended, in writing, by mutual agreement of the parties.
- (b) An Arbitrator or Arbitration Board may extend the time limits of any Step in the grievance procedure, notwithstanding the expiration of such time limits, where the Arbitrator or Arbitration Board is satisfied that there are reasonable grounds for the extension and that the opposite party will not be substantially prejudiced by the extension.
- 12:07 Employees shall have the right to grieve against suspensions and alleged unfair treatment on promotion or transfer and such grievances may be submitted in the first instance at Step 3 of Clause 12:01.
- 12:08 The settlement of a grievance without reference to arbitration shall be applied retroactively to the date of the occurrence of the action or situation which gave rise to the grievance, unless the settlement states otherwise.
- 12:09 (a) Policy/Group Grievance
- Where the Union has a grievance involving a question of general application or interpretation of the Agreement, or where a group of employees has a grievance, the grievance may in the first

instance be submitted at Step 3 of Article 12:01.

(b) Union May Initiate Grievances

The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 3.

12:10 An employee shall not suffer any loss in pay for any time lost in processing his/her grievance. However, such an employee shall not leave his/her regular duties for the purpose of conducting business on behalf of the Union or to discuss any business in respect of grievances without first obtaining permission from his/her immediate supervisor. The employee shall notify his/her immediate supervisor when returning to duty.

12:11 Technical Objections to Grievances

No grievance shall be defeated or denied by any technical objection occasioned by a clerical, typographical, or similar technical error, or by inadvertent omission of a step in the grievance procedure.

12:12 Where an employee grieves against a suspension which is subsequently changed to dismissal, then any Arbitration Board appointed to deal with the grievance shall have the jurisdiction with the merits of the suspension and dismissal.

ARTICLE 13 ARBITRATION

13:01 Where a difference arises between the parties to or persons bound by this Agreement or on whose behalf it has been entered into and where that difference arises out of the interpretation, application, administration or alleged violation of this Agreement and including any question as to whether a matter is arbitrable, either of the parties may within fourteen (14) calendar days after exhausting the grievance procedure notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the person appointed to be an Arbitrator by the party giving notice.

13:02 The party to whom notice is given under Clause 13:01 shall, within ten (10) calendar days after receipt of such notice, appoint an Arbitrator and notify the other party of the name of the Arbitrator.

- 13:03 The two (2) Arbitrators appointed in accordance with Clauses 13:01 and 13:02 shall, within fourteen (14) calendar days after the appointment of the second of them, appoint a third Arbitrator and these three (3) Arbitrators shall constitute an Arbitration Board. The Arbitrator appointed under this Clause shall be the Chairperson of the Arbitration Board.
- 13:04 If,
- (i) the party to whom notice is given under Clause 13:01 fails to appoint an Arbitrator within the period specified in Clause 13:02, the Chairperson of the Labour Relations Board shall, on the request of either party, appoint an Arbitrator on behalf of the party who failed to make the appointment and such Arbitrator shall be deemed to be appointed by that party; or
 - (ii) the two (2) Arbitrators appointed by the parties under Clauses 13:01 and 13:02 fail to appoint a third Arbitrator within the periods specified in Clause 13:03, the Chairperson of the Labour Relations Board shall, on the request of either party, appoint a third Arbitrator and these three (3) Arbitrators shall constitute an Arbitration Board. The Arbitrator appointed under this paragraph (ii) shall be Chairperson of the Arbitration Board.
- 13:05 Both parties to a grievance shall be afforded the opportunity of presenting evidence and argument thereon and may employ counsel or any other person for this purpose.
- 13:06 If a party fails to attend or be represented without good cause at an arbitration hearing, the Arbitration Board may proceed as if the party had been present or represented.
- 13:07 The Arbitration Board shall render its decision on the grievance within fifteen (15) days of the date on which the Board is fully constituted and the decision of the Board shall be committed to writing and submitted to the parties concerned within a further ten (10) days.
- 13:08 The decision of the majority of the members of an Arbitration Board shall be the decision of the Board. The decision of an Arbitration Board shall be signed by the members of the Board making the majority report.
- 13:09 The parties and the employees bound by this Agreement shall comply with these provisions for final settlement of a grievance and they shall comply with the decisions of an Arbitration Board appointed in accordance with these provisions and do or, as the case may be, abstain from doing anything required by that decision.

- 13:10 Each party required by this Agreement to appoint an Arbitrator shall pay the remuneration and expenses of that Arbitrator deemed to have been appointed by that party under Clause 13:04 and the parties shall pay equally the remuneration and expenses of the Chairperson of the Arbitration Board.
- 13:11 The time limits set out in this Article may be extended at any time by mutual agreement of both parties to the arbitration.
- 13:12 At any stage of the grievance or arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witness.
- 13:13 An aggrieved employee who is not on suspension and who has not been dismissed, and is required to appear before an Arbitration Board shall not suffer any loss in pay while participating in the arbitration proceedings.
- 13:14 An Arbitration Board may not alter, modify or amend any provisions to this Agreement, but shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.
- 13:15 Notwithstanding any other provisions of this Article, the parties may mutually agree to the substitution of a single Arbitrator for an Arbitration Board, in which event, the foregoing provisions of this Article shall apply equally to a single Arbitrator when reference is made to an Arbitration Board.

ARTICLE 14 HOURS OF WORK

- 14:01 (a) The scheduled work week shall be thirty-five (35) hours per week exclusive of meal breaks and the scheduled work day shall be seven (7) hours.
- (b) With the approval of the President, employees may be allowed to work a compressed work week.
- 14:02 The meal break shall:
- (a) not exceed one (1) hour; and
- (b) be taken at such time as the Employer directs.
- 14:03 Each employee shall receive a rest period of fifteen (15) consecutive minutes in the first half and in the second half of the working day, at a time to be scheduled by the Employer.

- 14:04 There shall be no split shifts, i.e., there shall be no break in shift other than the breaks as specified in Clauses 14:02 and 14:03.
- 14:05 Employees working on a shift, other than a day shift, will receive thirty-one cents (\$0.31) payment per hour for each shift worked where, the majority of hours worked are between the hours of 1600 hours and 0800 hours;
- 14:06 A shift schedule shall be posted at least five (5) days in advance of the commencement of the shift scheduled.
- 14:07 Every reasonable effort shall be made by the Store Manager:
- (a) not to schedule the commencement of a shift within sixteen (16) hours of the completion of the employee's previous shift;
 - (b) to grant an employee two (2) consecutive days of rest per week; and
 - (c) to give equal shift to all employees.
- 14:08 An employee shall be given not less than two (2) days notice of a change in shift schedules. Where such notice is not given and the employee is required to work on his scheduled day of rest, he shall be granted time off in lieu at two (2) times the straight time rates for all hours worked in addition to time off at a later date for the day of rest displaced.
- 14:09 Provided sufficient advance notice is given and with the approval of the President, employees may exchange shifts if there is no increase in cost to the Employer.

ARTICLE 15 OVERTIME

- 15:01 This Article shall apply to all employees covered by the Collective Agreement.
- 15:02 All overtime shall be authorized and scheduled by the President, or his/her designated representative.
- 15:03 The President may at any time request an employee to work overtime.
- 15:04 An employee shall be granted time off in lieu of compensation for time worked at time and one-half (1 1/2) for all time worked in excess of the scheduled work week or work day as specified in Article 14.

Such time off shall be granted, as operational requirements may permit, upon request by the employee. Such request shall not be unreasonably denied.

15:05 Subject to the operational requirements of the Corporation, the President shall make every reasonable effort:

- (a) to give employees who are required to work overtime adequate notice of this requirement; and
- (b) to allocate overtime work on an equitable basis among readily available qualified employees.

ARTICLE 16 CALLBACK

16:01 (a) Subject to Clause 16:02, an employee who is called back to work after he/she has left his/her place of work shall be compensated for a minimum of three (3) hours of time off in lieu at the applicable overtime rate provided that the period worked is not contiguous to his/her scheduled working hours.

- (b) Employees who are able to perform their duties at home and are not required to leave their home in order to fulfil those duties, shall not be entitled to callback compensation, but will be considered on authorized overtime. This overtime shall be calculated to the nearest next highest fifteen (15) minute unit.

16:02 An employee who is called back to work and completes the work in less than the minimum three (3) hours and is subsequently recalled within the three (3) hour minimum, receives only the benefit of the three (3) hour minimum once. However, should the total time on both calls exceed the three (3) hour minimum the employee will be compensated for the actual time worked at the applicable overtime rate.

16:03 When an employee is recalled to work under the conditions described in Clause 16:01 (a), he/she shall be paid the cost of transportation to and from his/her place of work to a maximum of ten dollars (\$10) for each callback or the appropriate kilometre rate.

ARTICLE 17 HOLIDAYS

17:01 The following shall be designated paid holidays:

- (a) New Year's Day
- (b) Good Friday
- (c) St. George's Day
- (d) Commonwealth Day
- (e) Canada Day
- (f) Labour Day
- (g) Thanksgiving Day
- (h) Armistice Day
- (i) Christmas Day
- (j) Boxing Day
- (k) One (1) additional day in each year that, in the opinion of the Employer, is recognized to be a civic holiday in the area in which the employee is employed. If no civic holiday is provided, the employee shall be granted an additional day at a time to be determined by the Employer.

Subject to the operational requirements, employees at the Nain Store may be required to work holidays occurring from May to October inclusive. Employees working during such holidays shall receive floater days off in lieu of the holidays, to be taken at a time mutually agreed between the Employer and the employee. If mutual agreement cannot be reached by December 31st. the employee shall receive pay for the holiday(s).

17:02 Work on a Holiday

Subject to Clause 17:01 when an employee is required to work on a holiday, he/she shall be granted time off in lieu of compensation at time and one half (1 1/2) for all time worked.

17:03 Holiday Falling on the Day of Rest

- (a) When a calendar day designated as a holiday under Clause 17:01 coincides with an employee's day of rest, the employee shall receive one (1) day off in lieu of the holiday at a later date approved by the Employer.
- (b) When a holiday falls on an employee's day of rest, and he/she is required to work on such a holiday, he/she shall be granted time off in lieu at double time for all hours worked and in addition he/she shall receive time off in lieu at straight time for each hour worked.

ARTICLE 18 TIME OFF FOR UNION BUSINESS

18:01 Upon written request by the Union to the President and with the approval

in writing of the President, leave with pay shall be awarded to an employee as follows:

- (a) In the case of an employee who is a member of the Provincial Board of Directors of the Union or an elected delegate of a recognized Local of the Union and who is required to attend the Biennial Convention of the Union, the Newfoundland and Labrador Federation of Labour and Component Conventions within the province; leave with pay not exceeding three (3) days in any year for each of the above Conventions except that where a Component Convention and the Biennial Convention are held in the same year, leave with pay not exceeding two (2) days may be awarded for the purpose of attending the Component Convention.
- (b) In the case of an employee who is a member of the Provincial Board of Directors of the Union and who is required to attend meetings of the Union within the Province, leave with pay not exceeding three (3) days in any year.
- (c) In the case of an employee who is a member of the Provincial Executive of the Union and who is required to attend meetings of the Union within the province, leave with pay not exceeding three (3) days in any year.
- (d) In the case of an employee who is a member of the Provincial Board of Directors of the Union or a delegated representative and who may wish to attend meetings of the Canadian Labour Congress or National Union of Provincial Government Employees, leave with pay not exceeding five (5) days in any one year. The President may grant additional leave without pay for this purpose.

18:02 With the approval of the President, leave with pay shall be awarded to employees who are members of negotiating committees while they are attending negotiating sessions on the understanding that the number of employees in attendance at negotiations shall be kept to reasonable limit. The Union shall notify the President of the employees affected prior to the commencement of negotiations and employees shall in all instances give prior notice of absences from work to their immediate supervisors and such notice shall be given as far in advance as possible.

18:03 The Employer may grant, on written request, leave of absence without pay for a period of one (1) year, for an employee selected for a full-time position with the Union, without loss of accrued benefits. the period of leave of absence may be renewed upon request. Employees may not accrue any benefits, other than seniority, during such period of absence.

18:04 Subject to approval of the President or designate, unpaid leave may be

provided to individuals requesting periodic leave of varying duration to work on behalf of the Union.

ARTICLE 19 **BEREAVEMENT LEAVE**

19:01 Subject to Clause 19:02, an employee shall be entitled to bereavement leave with pay as follows:

- (a) In the case of the death of an employee's mother, father, brother, sister, child, spouse, legal guardian, common-law spouse, children of common-law spouse, grandmother, grandfather, grandchild, mother-in-law, father-in-law, or near relative living in the same household, three (3) consecutive days; and
- (b) In the case of his son-in-law, daughter-in-law, brother-in-law, sister-in law, one (1) day.

19:02 If the death of a relative referred to Clause 19:01 (a) occurs outside the Province, the employee may be granted leave with pay not exceeding five (5) consecutive days for the purpose of attending the funeral.

19:03 In cases where extraordinary circumstances prevail, the President may, at his discretion, grant special leave for bereavement up to a maximum of two (2) consecutive days in addition to that provided in Clauses 19:01 and 19:02.

19:04 If any employee is on annual leave with pay at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to annual leave.

19:05 **Compassionate Leave**

Subject to the approval of the President, special leave with pay not exceeding three (3) days may be granted in special circumstances for reasons other than those referred to in Articles 19:01, 19:02 or 19:03.

ARTICLE 20 **ANNUAL LEAVE**

20:01 (a) The maximum annual leave which an employee shall be eligible for in any year shall be as follows:

<u>Years of Service</u>	<u>No. of Days</u>
Up to 10 years	15
From 10 to 25 years	20
In excess of 25 years	25

- (b) The following provisions respecting annual leave shall apply:
- (i) no annual leave may be taken by an employee until he/she has not less than sixty (60) days of service prior to taking leave;
 - (ii) when an employee has had not less than sixty (60) days of service, he/she may anticipate annual leave to the end of the period of his/her authorized employment or to the end of the year concerned, whichever is the shorter period;
 - (iii) when an employee becomes eligible for a greater amount of annual leave, he/she may be allowed in the year in which the change occurs, a portion of the additional leave for which he/she has become eligible based on the ratio of the unexpired portion of the year to twelve (12) months, computed to full working days;
 - (iv) part-time employees shall be entitled to payment for annual leave in accordance with this Clause on a pro-rata basis.

20:02 For the purpose of this Article, an employee who is paid full salary or wages in respect of 50% or more of the days in the first or last calendar month of his/her service shall, in each case, be deemed to have had a month of service.

20:03 Annual leave shall not be taken except with the prior approval of the President. However, subject to the operational requirements of the corporation, the President shall make every reasonable effort to grant the employee his/her annual leave at a time requested by the employee.

20:04 Subject to the requirements of the corporation, the President will make every reasonable effort not to recall an employee to duty after he/she has proceeded on annual leave.

20:05 In respect of leave which may be carried forward to subsequent years, the following shall apply:

- (a) An employee may carry forward to another year any proportion of annual leave not taken by him/her in previous years until, by so doing, he/she accumulated a maximum of:

- (i) twenty (20) days annual leave, if he/she is eligible for fifteen (15) or twenty (20) days in any year;
- (ii) twenty-five (25) days annual leave, if he/she is eligible for twenty-five (25) days in any year.

Each of the above accumulations is in addition to his/her current annual leave and annual leave accruing to him/her pursuant to sub-clause (a) hereof.

However, consideration will be given to allowing employees to carry forward more than the aforementioned maximum where such employees were prevented from taking annual leave as a result of being on extended sick leave or Workers' Compensation benefits.

- (b) Subject to Clause 20:03, the annual leave accumulated by an employee pursuant to sub-clause (a) hereof, may be taken by him/her at any time in addition to his/her current and accrued annual leave.

20:06 Subject to Clauses 20:07 and 19:04, an employee who has entered upon annual leave may not change the status of his/her leave to any other type of leave until he has used up all his/her current annual leave (exclusive of leave carried forward from previous years).

- 20:07
- (a) An employee who becomes ill while on annual leave may change the status of his/her leave to sick leave effective the date of notification to the Employer provided that the employee submits a certificate(s) acceptable to the President, signed by a qualified medical practitioner:
 - (i) by the date the employee's approved annual leave period expires; or
 - (ii) where the period of illness is to extend beyond the expiration of the approved annual leave period at such intervals as the President may require.

The medical certificate shall state that during the period of his/her absence (which shall be stated on the certificate) he/she was unable to perform his/her duties and in addition the reason(s) for such absence should be given.

- (b) In the case of an employee who is admitted to hospital while on annual leave, he/she may change the status of his/her leave to sick leave with effect from the date he/she was admitted to

hospital.

- (c) The period of vacation so displaced in Clause 20:07 (a) and (b) shall be reinstated for use at a later date to be mutually agreed.

20:08 Subject to Clause 20:02, in an incomplete year before resignation or retirement, an employee may receive a proportionate part of his annual leave for that year.

20:09 Sick leave awarded in accordance with Clause 20:05 or periods of special leave without pay in excess of twenty (20) days in the aggregate in any year shall not be reckoned for annual leave purposes and the employee's period of service shall be noted accordingly.

20:10 For the purpose of this Article, employees who are re-employed by the Employer after lay off or termination, may have service prior to lay-off or termination credited to them for annual leave purposes.

20:11 An employee who is authorized by his/her President to proceed on annual leave for a period of not less than two (2) consecutive weeks, shall upon written request, be issued an advance payment, once per year, of the regular pay cheque(s) he/she would normally receive during such period of leave. The written request for this advance payment must be received by the President at least four (4) weeks prior to the last pay before the employee's annual leave period commences.

20:12 Military service shall be recognized for annual leave purposes in accordance with the War Service (Pensions) Act, and service as a teacher recognized as pensionable service in accordance with the Public Service (Pensions) Act shall be recognized for annual leave purposes.

20:13 (a) Subject to Clause 20:05, employees who are laid off may leave current, accumulated and accrued leave with the Employer to be taken at a later date.

(b) Seasonal and temporary employees, upon employment, shall be given an option with respect to annual leave as follows:

(i) Subject to Clause 20:05, to carry over any unused annual leave which he may have to his/her credit at the end of his/her employment period;

(ii) to receive payment for annual leave on a regular basis throughout his employment period; or

(iii) To receive payment for annual leave at the end of the employee's employment term.

The choice provided in accordance with Clause 20:13 (b) must be made immediately upon employment. It shall be the Employer's responsibility to acquire the employee's choice in writing upon re-hire.

ARTICLE 21 SICK LEAVE

- 21:01 (a) An employee is eligible to accumulate sick leave with full pay at the rate of two (2) days for each month of service.
- (b) The maximum number of days of sick leave which may be awarded to an employee during any consecutive twenty (20) year period of service shall not exceed four hundred and eighty (480) days.
- (c) An employee may anticipate sick leave to the end of the period of his/her authorized employment or to the end of the year concerned, whichever is the shorter period.
- 21:02 For the purpose of Clause 21.01 (a), an employee who receives full salary or wages in respect of fifty percent (50%) or more of the working days in the first or last calendar month of his/her service, computed in full or half days shall, in each case, be deemed to have had a month of service.
- 21:03 (a) When an employee has reached the maximum of sick leave which may be awarded him/her, in accordance with this Article, he/she shall, if he/she is still unfit to return to duty, proceed on annual leave (including current, accumulated and accrued leave) if he/she is eligible to receive such leave or special leave without pay at his/her option.
- (b) Employees on special leave without pay shall continue to accumulate seniority except where they would have been otherwise laid off.
- 21:04 The President may require an employee to submit a medical certificate during any period that an employee is on sick leave. In any event, sick leave in excess of three (3) consecutive working days at any time or six (6) working days in the aggregate in any year shall not be awarded to an employee unless he/she has submitted in respect thereof a medical certificate satisfactory to the President.
- 21:05 Where, in the opinion of the President, it is unlikely that an employee will be able to return to duty after the expiration of his/her accumulated sick leave, he/she may be required by the President to undergo a medical examination. If it appears from such examination that in the opinion of

a Medical Doctor in the Department of Health and Community Services, it is unlikely that the employee will be able to return to duty, then the employee may be retired effective when his/her accumulated sick leave has expired or at retirement age and paid such pension award as he/she may be eligible to receive and the employee shall be given notice in accordance with Article 34.

- 21:06 Periods of special leave without pay in excess of twenty (20) working days in the aggregate in any year or periods when an employee is under suspension, shall not be reckoned for sick leave purposes.
- 21:07 Sick leave shall not be granted to an employee who is on maternity leave or any other type of leave without pay or during periods of suspension.
- 21:08 Where an employee has a break in service in excess of forty-five (45) consecutive calendar days not caused by layoff, his/her service for the purpose of this Article shall be deemed to commence from the date of his/her re-employment.

ARTICLE 22 GROUP INSURANCE & PENSION PLAN

- 22:01 The Group Insurance Plan presently in effect shall remain in effect during the term of this Agreement.
- 22:02 The Employer agrees to establish a Pension Plan for employees.

ARTICLE 23 INJURY ON DUTY

- 23:01 (a) An employee confirmed as being unable to perform the regular duties of his/her classification as a result of injury on duty will be employed in other work he/she can do provided a suitable vacancy is available and provided that the employee is qualified and able to perform the duties required. Where a suitable vacancy is available the rate for the new position shall apply.
- (b) Where a suitable vacancy is not available, the incapacitated employee retains the right to displace a less senior employee in another classification who occupies a position which the incapacitated employee is qualified and able to fill. Where an incapacitated employee advises the President in writing of his/her intention to exercise his/her right to displace a less senior employee, the incapacitated employee will be deemed to have been given notice of lay-off effective from the date he/she was

confirmed as being unable to perform the regular duties of his/her classification. Accordingly, the right to displace a less senior employee in another classification shall be exercised as per the provisions of Article 32, Seniority, Job Competition, Lay-off and Recall.

23:02 In the event that an employee is placed on leave under the provisions of this Article, he/she will not accrue seniority during any period when he would normally be laid off.

ARTICLE 24 MATERNITY LEAVE/ADOPTION LEAVE

24:01 (a) An employee may request maternity/adoption/parental leave without pay which may commence prior to the expected date of delivery and the employee shall be granted such leave in accordance with this Article. The parties shall agree upon the commencement date for such leave, as soon as possible, after the employee becomes aware of the need for such leave.

(b) An employee is entitled to a maximum of fifty-two (52) weeks leave under this Article. However, the Employer may grant leave without pay when the employee is unable to return to duty after the expiration of this leave.

(c) The President may require an employee to commence maternity leave prior to the time specified in Clause 24:01 (a) if the employee is unable to perform the full functions of her job. An employee may proceed on maternity leave earlier than the time specified in Clause 24:01 (a) provided such leave is requested upon the advice of a medical doctor or nurse.

24:02 The President reserves the right to require an employee to commence maternity leave prior to the time specified in Clause 24:01 if the state of her health becomes incompatible with the requirements of her job.

24:03 (a) The employee shall resume his/her former position and salary upon return from maternity/adoption/parental leave, with no loss of accrued benefits.

(b) Employees while on maternity/adoption/parental leave shall continue to accumulate seniority including promotions, layoffs and recalls.

(c) Periods of maternity/adoption/parental leave up to a maximum of fifty-two (52) weeks shall be counted as service for step

progression and severance pay.

- 24:04 Periods of maternity leave in excess of twenty (20) days in any year shall not be reckoned for annual leave or sick leave purposes.
- 24:05 The employee may return to duty after two (2) week's notice of her intention to do so on submission of a satisfactory certificate of fitness from her physician.
- 24:06 An employee may be awarded sick leave for illness that is a result of or may be associated with pregnancy prior to the scheduled commencement date of maternity leave or birth of the child, whichever occurs first.

ARTICLE 25 EDUCATION LEAVE

- 25:01 With the prior approval of the Employer, an employee may be awarded education leave as follows:
- (a) Where the Employer requires an employee to take advanced or supplementary courses of professional or technical training, the employee shall be awarded leave with pay where required under such terms and conditions as the Employer may prescribe.
 - (b) At the request of an employee, education leave may be awarded to an employee to enable him to participate in courses of training either within or outside the Province. The duration of and the rates of pay for such leave shall be subject to such terms and conditions as the Employer may see fit to prescribe.
 - (c) With approval of the President, leave with pay may be awarded to an employee for the period of time required to write exams for educational courses approved by the Employer.
- 25:02 The Employer recognizes the benefits of employees enhancing their career goals through a variety of career development activities. Employees participating in such activities will maintain their present salary during such periods.
- 25:03 Upon request, an employee who has completed eight (8) years of service shall be granted education leave to a maximum of twelve (12) months without pay, provided that such leave will not cause an unreasonable interference with the Employer's operations. (Course does not have to be approved).

25:04 Employees while on unpaid education leave shall continue to accumulate seniority including periods of educational leave prior to signing of this Agreement.

25:05 If the Employer provides training for positions outside of an employee's classification, such training shall be provided to the most senior person in the store, provided the employee indicates his/her willingness to participate. This Article does not apply if training is required to upgrade the skills of employees in their own classification.

ARTICLE 26 SPECIAL LEAVE WITHOUT PAY

26:01 With the approval of the President, special leave without pay may be granted in exceptional circumstances to an employee.

26:02 Periods of special leave without pay in excess of twenty (20) days in the aggregate in any year shall not be reckoned for annual and sick leave purposes and the employee's record of service shall be noted accordingly.

ARTICLE 27 LEAVE - GENERAL

27:01 Extended Unpaid Leave

Upon written request, a permanent employee who has completed five (5) years of service, shall be granted leave to a maximum of twelve (12) months without pay or seniority and without loss of accumulated seniority and benefits provided that such leave shall not cause an unreasonable interference with the Employer's operation. A response to this request shall be given within two (2) months. An employee shall be entitled up to a maximum of twelve (12) months unpaid leave for each five (5) years of service with the understanding that no employee can have more than twelve (12) consecutive months of unpaid leave at any one (1) time. Employees shall not be subject to any benefits of this Agreement during this period. The minimum amount of unpaid leave an employee may request under this Clause is sixteen (16) weeks and the employee shall inform the Employer of the total amount of time he/she intends to utilize under this Clause. Employees shall not be entitled to any benefits of the Collective Agreement other than the accumulation of seniority, during this period.

27:02 An employee with a governmental or quasi-government board or commission created by statute or established by the Lieutenant-Governor

in council or with a hospital not operated by Government who transfers from such board, commission or hospital without break or with a break of less than thirty (30) calendar days shall be permitted to transfer the annual leave and sick leave remaining to his/her credit.

- 27:03 In the event that an employee's service is extended beyond the statutory retirement age, he/she shall continue to be eligible during such period of extension for the same leave awards as were available to him/her prior to attaining the age of retirement and such extended service shall be eligible for inclusion in the calculation of the employee's leave awards under this Agreement.
- 27:04 In the event that an employee is, with the approval of the Lieutenant-Governor in Council, seconded for duty outside the Government of Newfoundland and Labrador, the period of his/her secondment shall be deemed to be service within the meaning and intent of this Agreement.
- 27:05 The parties to this Agreement shall negotiate a deferred salary leave plan for employees covered by this Agreement to be introduced no later than six (6) months from date of signing.

ARTICLE 28 FAMILY/HOME RESPONSIBILITY LEAVE

- 28:01 (a) Subject to Clause 28:01 (b), (c) and (d), an employee who is required to:
- (i) attend to the temporary care of a sick family member living in the same household and the employee's mother and father living in the same community;
 - (ii) attend to the needs relating to the birth of an employee's child;
 - (iii) accompany a dependent family member living in the same household on a dental or medical appointment;
 - (iv) attend meetings with school authorities;
 - (v) attend to the needs relating to the adoption of a child; and
 - (vi) attend to the needs related to home or family emergencies.
- shall be awarded up to three (3) days' paid family in any fiscal year.

Leave for non-permanent employees under this Clause shall be pro-rated on the basis of time worked.

- (b) In order to qualify for family leave, the employee shall:
 - (i) provide as much notice to the Employer as reasonably possible;
 - (ii) provide to the Employer valid reasons why such leave is required; and
 - (iii) where appropriate, and in particular with respect to (ii), (iv) and (v) of Clause 28:01 (a), have endeavoured to a reasonable extent to schedule such events during off duty hours.
- (c) Employees shall not be permitted to change any other leave to family leave, but shall be entitled to change family leave to bereavement leave or sick leave.
- (d) A temporary employee shall only be granted family leave if he/she reports to work following a recall and subsequently qualifies for family leave during that period of which he/she was recalled.

ARTICLE 29 CLASSIFICATION

29:01 Any job classifications which may be established during the life of this Agreement and not negotiated during the period of negotiations of this Agreement shall be subject to negotiations between the Employer and the Union during the term of this Agreement. If the parties hereto fail to reach agreement during such negotiations, the matter may be submitted by either party for a decision to an Arbitrator in accordance with the provisions of Article 13 of this Agreement.

ARTICLE 30 SALARIES

30:01 The salary scales set out in Schedule A will become effective from the dates prescribed in this Schedule and the salary adjustment formula set forth therein will be applied.

30:02 Employees shall be paid every two (2) weeks and the pay cheques will be accompanied by a statement containing the following information:

- (a) gross pay
- (b) overtime
- (c) special allowances
- (d) miscellaneous deductions
- (e) net pay

30:03 Promotion to Higher Pay Range

The rate of pay of an employee promoted shall be established at the nearest point on the new pay range which exceeds his/her existing rate by at least 5%, but shall not exceed the maximum of the new range. Where however, the rate of pay prior to promotion is above the maximum of the new range, his/her present rate shall be retained.

30:04 Voluntary Demotion

The rate of pay of an employee voluntarily demoted shall be established at a point on the new pay range which does not exceed his existing rate. If his existing rate falls between two steps on the new pay range, it shall be adjusted to the lower step and if his existing rate exceeds the maximum for the new pay range, it shall be reduced to the maximum for the pay range.

30:05 Involuntary Demotion

The rate of pay of an employee involuntarily demoted for other than disciplinary reasons or for other than incompetence or unsuitability shall be established at a point on the new scale which is equivalent to his existing rate. If his existing rate falls between two steps, it shall be adjusted to the higher rate. If his existing rate is above the maximum for the new pay range the existing rate shall be red-circled.

ARTICLE 31 TEMPORARY ASSIGNMENT

- 31:01
- (a) Subject to Clause 31:01 (b), where an employee is required, in writing, by the President to perform duties and responsibilities in a position which is classified as being higher than the employee's own classification, he shall be reimbursed for the entire period of the temporary assignment provided he has occupied the higher position for a period of at least two (2) continuous days at a rate in the higher classification which will yield an increase of not less than five percent (5%) provided that the rate does not exceed the maximum of the salary scale.
 - (b) Where, in any weeks, because of a statutory holiday or other

holidays agreed to by the Employer the number of days is less than the two (2) continuous days referred to in Clause 31:01 (a), the prerequisite for reimbursement in Clause 31:01 (a) shall be reduced by the number of the aforementioned holidays in that week.

31:02 When the employee returns to his/her position from a temporary assignment, he/she will be returned to his/her salary with any adjustments made for salary increases in the interim.

ARTICLE 32 SENIORITY, JOB COMPETITION, LAY-OFF AND RECALL

32:01 Where the Employer determines that a vacancy in a bargaining unit position is to be filled, the Employer shall post notice of the competition for at least seven (7) calendar days in readily accessible places.

32:02 Notice of job competitions shall contain the following information:

- (a) the classification title and, where applicable and required, the organization title;
- (b) description of position;
- (c) Step 1 - Step 3 and LSI level;
- (d) required qualifications;
- (e) location of the position;
- (f) closing date;
- (g) shift work where applicable;
- (h) this position is open to both male and female.

32:03 (a) An employee who is requested to attend an interview by the President shall, with the prior approval of his/her immediate supervisor be awarded such time off with pay as is required for the purpose of attending the interview.

- (b) An employee required to attend an interview by the President shall be entitled to reimbursement of reasonable expenses necessarily incurred by him in attending such interview in accordance with Article 36.

32:04 Upon request, an unsuccessful applicant for a job vacancy will be informed of the reason why he/she was unsuccessful and/or the name and classification of the successful applicant.

32:05 Notwithstanding the posting requirements of this Article, and where the parties mutually agree, lateral transfers or voluntary demotions may be granted without posting for the following reasons:

- (a) On compassionate or medical grounds, to permanent employees who have completed their probationary period.
- (b) Subject to 23:01 (a) and (b), to all employees who have become incapacitated by injury on duty or work related illness.

32:06

For the purpose of this Article, an employee shall mean a person employed in a bargaining unit position with Labrador Investments Inc. Subject to Clause 9:04 (Temporary Assignment), seniority shall be defined as follows:

- (i) service in a position that was on the GS Pay Scale for employees transferred to Labrador Stores Inc. from the Department of Industry Trade and Technology on April 1, 1993 and from Labrador Stores Inc. to Labrador Investments Inc.
- (ii) service in a position which was paid on the Labrador Stores Inc. pay scale.
- (iii) service during the first twelve (12) months of permanent appointment to a supervisor position on a Management Pay Plan.

32:07

The following conditions shall result in loss of seniority for an employee:

- (a) the employee resigns in writing and does not withdraw the letter of resignation within five (5) calendar days of its submission, provided the employee gives notice in accordance with Clause 34:03 or where the employee resigns or retires and is not re-employed within thirty (30) calendar days provided the employee gave notice in accordance with Clause 34:03;
- (b) he/she is dismissed and is not reinstated;
- (c) he/she has been laid off in excess of twenty-four (24) consecutive months;
- (d) when recalled from layoff, in his/her classification, he/she fails to report within fourteen (14) calendar days of notice to do so, unless sufficient reason is given by the employee;
- (e) he/she is absent from work for five (5) consecutive days without notifying his/her supervisor giving a satisfactory reason for such absence.

32:08

Notwithstanding the provisions of Clause 32:07, where an employee is forced to resign his/her position because of transfer by an Employer of

his/her spouse, such employee shall maintain his/her seniority accrued up to the date of resignation for the purpose of layoff and recall only upon obtaining employment within the bargaining unit at the new geographic location within a period of twenty-four (24) months.

32:09 Unless otherwise specified elsewhere in this Collective Agreement, an employee may not accrue seniority while on leave without pay or under suspension for periods in excess of thirty (30) consecutive days.

32:10 Where an employee is required by the Employer to relocate from one geographic location to another which does not constitute a change in an employee's classification, seniority shall prevail.

32:11 Subject to Clause 32:07, when initiating layoffs, recalls, and bumping, there shall be three (3) distinct employee groups as follows:

1. permanent employees
2. seasonal employees
3. temporary employees

Each group shall be entitled to bump employees in the same group according to seniority and employees from the lower ranked groups regardless of seniority. If a group of employees in the same headquarters and classification are being affected, no layoff notice shall be issued to an employee while there is an employee from a lower ranked employee group in the same classification.

(a) Layoff Procedure

Where The Employer determines that a layoff is required within a headquarters, the employee, in the headquarters and classification directly affected by the layoff or who is the least senior in a group of employees affected, shall be the first employees laid off, provided that the employees who would be retained in accordance with this procedure are qualified and able to perform the duties required.

(b) Recall Procedure

Where the Employer determines that a recall is required within a headquarters area (an employee' headquarters area, for the purpose of recall, shall be the headquarters area from which he was laid off), who have the most seniority, shall be the first employees recalled, provided that the employees who would be recalled in accordance with this procedure are qualified and able to perform the duties required.

(c) Bumping Procedure

- (i) An employee who is to be laid off in accordance with Clause 32:11 (a) shall be entitled to bump a less senior employee within his headquarters, who has the least seniority within a classification covered by this Agreement, provided that the employee retained or recalled in accordance with this procedure is qualified and able to perform the duties required and provided further that employees cannot bump upwards.

An employee can only exercise his option to bump outside his headquarters when there are no employees in an equivalent classification with less seniority within the headquarters.

- (ii) An employee who is not recalled when a recall occurs within his headquarters area shall be entitled to bump a less senior employee within his headquarters who has the least seniority within a classification covered by this Agreement, provided that the employee exercising his bumping option on recall is qualified and able to perform the duties required and provided that the employee cannot bump upwards.
- (iii) The employee who is bumped in accordance with this procedure shall be deemed to have been given notice of layoff with effect from the date that the employee who bumped him was given notice of layoff.
- (iv) The employee who is bumped from a recall in accordance with this procedure shall be deemed not to have been recalled.
- (v) An employee who changes his classification as a result of this procedure shall be paid at the same step on the scale for his new classification as he was being paid in his previous classification.
- (vi) An employee may change his headquarters and/or his classification as a result of his exercising his bumping rights under this sub-clause 32:11 (c). For the purpose of recall, the Employer will be required to recall the employee as if he did not exercise his bumping rights. For the purposes of layoff, the Employer will be required to issue notice of layoff to the employee in accordance with the classification and headquarters in which he is currently employed.

- (vii) An employee who chooses to bump another employee in accordance with this procedure, must exercise that right either before the date he would otherwise be laid off (excluding cases where payment in lieu of notice is given, in which case the prescribed period will apply) or within ten (10) days of the occurrence of a recall within his headquarters area.
- (viii) Each work location is to be considered a headquarters.
- (ix) Permanent employees bumping into lower employee group positions will retain their permanent status. Also seasonal employees bumping into a lower employee group position will retain their seasonal status.
- (x) Employees who are working outside of their regular classification (e.g. filling a temporary position or on secondment) can only exercise bumping rights within their regular classification. If such employees are bumped from their regular position, they can continue on their secondment, etc., but must exercise a "paper bump" in their regular classification.
- (xi) Permanent employees who have obtained a temporary position will not be removed from a temporary position if there are temporary employees in the same classification and in the same headquarters.

32:12 With respect to layoffs and rehiring, shop stewards shall have super-seniority within their particular workplace and within their classification for the term of their office as shop stewards.

32:13 Whereas the parties recognize:

- (a) opportunity for promotion should increase with length of service;
- (b) candidates will be considered on the basis of qualifications, ability and seniority;
- (c) where the recommended candidates are evaluated as being equal, the seniority recommended candidate shall be selected for appointment.

32:14 Recall in the Same Classification

When an employee is recalled to work in the same classification or position, he/she will receive not less than that received prior to layoff, plus

any salary adjustments to that classification or position made during layoffs, except where the layoff exceeds two (2) years.

32:15 The Employer shall maintain a seniority list for permanent, seasonal and temporary employees showing the total seniority of each. The list shall be posted in January of each year and a copy sent to the Union.

ARTICLE 33 PERSONAL LOSS

33:01 Subject to Clauses 33:02 and 33:03, where an employee in the performance of his/her duty, suffers any personal loss, and where such loss was not due to the employee's negligence, the Employer may compensate the employee for any loss suffered, subject to a maximum of one thousand dollars (\$1,000.00).

33:02 All incidents of loss suffered by an employee shall be reported in writing by the employee within three (3) days of the incident to the President of his/her designated representative.

33:03 This provision shall only apply in respect of personal effects which the employee would reasonably have in his/her possession during the normal performance of his/her duty.

ARTICLE 34 LAYOFF/TERMINATION FROM EMPLOYMENT

34:01 Except in the case of dismissal for just cause, thirty (30) calendar days' notice, in writing, shall be given to permanent employees who are to be laid off. If such notice is not give, the employee shall be paid for the number of days by which the period of notice was reduced.

34:02 Except in the case of dismissal for just cause, ten (10) calendar days' notice, in writing, will be given to temporary, probationary, part-time and seasonal employees who are to be laid off, provided that such employees are not hired for a specified time period. If such notice is not given, the employee shall be paid for the number of days by which the period of notice was reduced.

34:03 Permanent employees shall give the President thirty (30) calendar days' written notice, and season, temporary, probationary and part-time employees shall give ten (10) calendar days' written notice of intention to terminate employment.

- 34:04 Annual leave shall not be used as any part of the period of the stipulated notices referred to in this Article unless mutually agreed between the parties hereto.
- 34:05 The period of notice may be reduced or eliminated by mutual agreement.
- 34:06 Subject to 20:05 (b), 20:13 and 34:07, upon termination of layoff, an employee shall receive pay for all his earned current and accrued annual leave not taken by him prior to termination or layoff plus pay for his accumulated annual leave up to a maximum of twenty (2) days, or if entitled under Clause 20:05 (b), to a maximum of twenty-five (25) days, not taken prior to termination or layoff provided, however, that any indebtedness to the Employer may be deducted from such payment.
- 34:07 Where an employee fails to give notice as stipulated in Clause 34:03, the Employer reserves the right to withhold payment for any annual leave in excess of that prescribed by the Labour Standards Act, provided that in no case shall the penalty exceed the period of notice.

ARTICLE 35 SEVERANCE PAY

- 35:01 An employee who has nine (9) or more years of continuous service in the employ of the Employer, is entitled to be paid on resignation, retirement, termination by reason of disability, expiry of recall rights, or in the event of death to the employee's estate, severance pay equal to the amount obtained by multiplying the number of completed years of continuous employment by his/her weekly salary to a maximum of twenty (20) weeks pay.
- 35:02 For the purpose of this Article, service for a seasonal employee shall be the actual period of employment with the Employer provided that where a break in employment exceeds twenty-four (24) consecutive months, service shall commence from the date of re-employment.
- 35:03 An employee who has resigned or retired may be re-employed if he/she has been out of the Employer's service for a period which is not less than the number of weeks for which he/she has received severance pay pursuant to Clause 35.01 above or if he/she refunds the appropriate proportionate part of such severance pay.
- 35:04 The maximum severance pay which an employee shall be paid for his/her total period of employment in the Employer's service shall not exceed the number of weeks as specified in Clause 35.01.
- 35:05 For the purpose of this Article, periods of authorized leave without pay

shall not be regarded as breaks in continuous service, subject to Clause 24:03(c), the period of leave without pay shall not be counted as service when determining the total amount of service of an employee.

ARTICLE 36 TRAVEL ON EMPLOYER'S BUSINESS

36:01 For each day or part thereof, on travel status, the maximum rate allowable for meals, inclusive of taxes and gratuities, shall be as follows:

Province	Breakfast	Lunch	Dinner	Total
	\$7.30	\$10.95	\$18.25	\$36.50
Other	\$9.45	\$14.35	\$20.20	\$43.00

Where mutually agreed, meals supplied by the Employer will not be reimbursed.

36:03 Employees who are authorized to use their own cars while traveling on business for the Employer shall be reimbursed at 31.5 cents per kilometer,

36:04 An employee shall be entitled to claim an incidental expense of \$5.00 per night for each night on overnight travel status.

36:05 An employee on overnight travel status shall be reimbursed for the cost of one personal long distance telephone call, not exceeding five (5) minutes in duration, for each day the employee is an overnight travel status.

36:06 (a) For the purpose of this Article, "travel time" means travel on the Employer's business authorized by the President, for an employee by land, sea or air between his/her headquarters area, as defined by the Collective Agreement, and a location outside his/her headquarters area and between locations outside his/her headquarters area, to perform duties assigned to him/her by the President and during which the employee is required to travel outside his/her normal scheduled work period.

(b) "Travel time" and the method of travel shall require the prior approval of the President.

(c) (i) When the method of travel is set by the President, compensation for "travel time" shall be granted at time off in lieu for the length of time between the employee's departure

from any location and his arrival at his/her place of lodging or work, whichever is applicable, at his/her authorized destination.

- (ii) An employee may, with the prior approval of his/her President, set his own travel arrangements. The compensation payable may not, however, in any case, be greater than if the travel arrangements had been set in accordance with Clause 36:06 (c) (i).
- (d) Subject to Clause 36:06 (c), an employee who is required by the President to engage in "travel time" shall be compensated at time off in lieu at straight time rates for all "travel time" provided that the maximum period claimable in any one day does not exceed a regular day's hours.
- (e) Travel time is to be compensated as follows:
 - (i) For travel by air, sea, rail and other forms of public transportation, the time between the scheduled time of departure and the scheduled time of arrival at a destination plus one-half (1/2) hour.
 - (ii) For travel by personal or corporate vehicle, the time required to proceed from the employee's place of residence or work place as applicable, directly to destination, and upon his/her return directly back to his/her residence or work place.

For the purpose of this sub-clause, travel time compensation will be based on one (1) hour for each forty-five (45) miles to be travelled.

- (f) Notwithstanding any provisions in this Clause 36:06, compensation will not be granted:
 - (i) to employees whose "travel time" during any three (3) month consecutive period does not exceed fifteen (15) hours; or
 - (ii) for travel in connection with transfers, educational courses, training sessions, conferences, seminars or employment interviews.
- (g) For the purpose of this Article, "headquarters area" means an area within a radius of twenty (20) kilometres from an employee's headquarters.
- (a) The Employer has the right to designate positions which require incumbents to have, as a condition of employment, an automobile

available for use on corporate business. Effective December 16, 1986, where employees in these designated positions are not given notice of this condition of employment prior to appointment to the position, the employee shall have the option not to make an automobile available.

No employee will lose employment as a result of inability to provide an automobile, provided that a reason satisfactory to the Employer is given.

Employees who make an automobile available for use on corporate business as a condition of employment shall be paid an allowance, as follows:

<u>Per Month</u>	<u>Annual Guarantee Monthly Grant Plus Mileage</u>
\$85	\$1,250

- (b) On receipt of invoice, reimbursement for the difference between private and business insurance.
- (c) Reimbursement of parking meter expenses incurred while on the business of the Employer, at the rate of five dollars (\$5.00) per week.

36:08 Employees who provide their own accommodations while traveling on the Employer's business will be compensated at the rate of twenty-five dollars (\$25.00) per night.

ARTICLE 37 PROTECTIVE CLOTHING AND UNIFORMS

37:01 Where the Employer requires the wearing of protective clothing, the Employer shall provide such clothing free of charge to the employee. In cases where laundering is required, it shall be provided free of charge.

37:02 (a) The following protective clothing shall be provided free of charge where it is required by the Employer in accordance with safety regulations:

Safety hats, safety hat liners, safety knee pads, goggles, smoke masks, dust masks and other safety equipment necessary for the safety and health of the employee.

(b) Employees who are required to wear safety boots (or safety

shoes) in accordance with safety regulations will be provided with an allowance of \$100.00 for the purpose of purchasing such footwear. This allowance will be paid for each twelve (12) months of service. Seasonal and/or temporary employees shall receive the allowance for each twelve (12) months of service, or every third season, whichever is earlier.

- 37:03 (a) Where the Employer requires the wearing of smocks or coveralls, they will be replaced, if necessary, free of charge after each twelve months of service.
- (b) If an item is not returned for inspection, the employee will be required to pay full replacement cost.
- (c) The following items of clothing will be replace, if necessary, for Assistant Store Managers and Stockhandlers free of charge:

<u>Item</u>	<u>Issue</u>	<u>Frequency</u>
Parkas	1	Annually
Snow Pants	1	Annually

ARTICLE 38 PERSONAL FILES

38:01 There shall be one official personal file, the location of which shall be designated by the President. An employee shall at any reasonable time, be allowed to inspect his personal file and may be accompanied by a representative of the Union if he/she so desires.

38:02 A copy of any document placed on an employee's official personal file which might at any time be the basis of disciplinary action, shall be supplied concurrently to the employee who shall acknowledge having received such document by signing the file copy.

38:03 Any such document shall be removed and disregarded after the expiration of two (2) years from the date it was placed in the employee's file provided there has not been a recurrence of a similar incident during that period. The employee shall be responsible to see that any such document is removed.

38:04 When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to acknowledge receipt of the assessment form in question. When as a result of this assessment, the performance of an employee is judged to have been unsatisfactory, the employee may present a grievance in accordance with

Article 12.

ARTICLE 39 DISCIPLINE

- 39:01 Any employee who is suspended or dismissed shall within five (5) days of such suspension or dismissal, be provided with written notification which shall state the reasons for the suspension or dismissal.
- 39:02 All dismissals, suspensions and other disciplinary action, shall be subject to formal grievance procedure as outlined in Article 12, if the employee so desires.
- 39:03 The Employer shall notify an employee in writing of any dissatisfaction concerning his/her work within five (5) working days of the occurrence or discovery of the incident giving rise to the complaint. This notification shall include particulars of work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of his/her record for use against him/her at any time. This Clause shall apply in respect of any expression of dissatisfaction relating to his/her work or otherwise which may be detrimental to an employee's advancement or standing with the Employer.
- 39:04 When employees are required to attend a meeting where a disciplinary decision concerning them is to be taken by the Employer, or a representative of the Employer, the employees are entitled to have, at their request, a representative of the Union attending the meeting.
- 39:05 (a) Employees shall have the right, at any time, to have the assistance of a full-time representative(s) of the Union on all matters relating to employer/employee relations. Union representatives shall have access to the Employer's premises in order to provide the required assistance. Employees involved in such discussion or investigation of grievance shall not absent themselves from work except with permission from their supervisor and such permission will not be unreasonably withheld.
- (b) Employees shall have the right to have a Shop Steward present on all matters relating to employer/employee relations.
- 39:06 If, upon investigation, the Employer feels that disciplinary action is necessary, such action shall be taken based on the Collective Agreement. In situations where the Employer is unable to investigate the matter to its satisfaction, but feels the employee should be removed from his/her place of employment, it shall be with pay.

ARTICLE 40 ACCESS AND SHOP STEWARDS

- 40:01 A representative of the Union shall be given an opportunity to interview each new employee within regular working hours without loss of pay for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting each new employee with the benefits and responsibilities of Union membership. Where possible, such interviewing will take place on a group basis during the orientation program for new employees. The steward or representative will provide the new employee with a copy of the Collective Agreement.
- 40:02 The Employer agrees that access to its premises may be allowed to persons permanently employed by the Union for the purpose of interviewing a Union member and such interview shall not interfere with the operations of the Employer.
- 40:03 Permission to hold meetings on the premises of the Employer shall, in each case, be obtained from the President and such meetings shall not interfere with the operations of the Employer.
- 40:04 The Employer agrees to recognize the Shop Stewards appointed by the Union. The Union shall inform the Employer of the names of all Shop Stewards as soon as possible after their appointment. The number of Shop Stewards shall mutually be agreed upon by the Union and the Employer.
- 40:05 The Shop Stewards shall not conduct Union business during working hours except in cases of emergency. Where time off is required by the Shop Steward during working hours, he/she shall request such time off from his/her immediate supervisor. Such time off for a Shop Steward shall not be unreasonably withheld.
- 40:06 With the prior written approval of the President, special leave with pay not exceeding one (1) day in each year, shall be awarded to Shop Stewards for the purpose of attending educational seminars.
- 40:07 (a) Employees shall have the right, at any time, to have the assistance of a full-time representative(s) of the Union on all matters relating to employer/employee relations. Union representatives shall have access to the Employer's premises in order to provide the required assistance. Employees involved in such discussion or investigation of grievance shall not absent themselves from work except with permission from their supervisor and such permission will not be unreasonably withheld.

- (b) Employees shall have the right to have a Shop Steward present on all matters relating to employer/employee relations.

ARTICLE 41 STRIKES AND LOCKOUTS

41:01 The Union agrees that during the life of this Agreement, there shall be no strikes, suspensions or slowdown of work, picketing by members of the Union on the premises of the Employer or any other interference with the Employer's business. The Employer agrees that there shall be no lockout during the term of this Agreement.

ARTICLE 42 CONTRACTING OUT

42:01 The Employer shall continue present practice of providing continued employment for employees who would otherwise become redundant where the work is contracted out and the Employer will endeavour to maintain the existing benefits applicable to such employees.

42:02 The Employer will give the Union two (2) months' notice of its intention to contract out work.

42:03 The Employer will discuss with the Union its intention to create contractual positions of the type covered by the bargaining unit.

ARTICLE 43 LABOUR MANAGEMENT COMMITTEES

43:01 The Employer agrees with the establishment of Labour Management Committees for the purpose of meeting and conferring on matters of mutual interest which are not properly the subject matter of a grievance or negotiation.

43:02 Each Committee shall meet within two (2) weeks of a request from either side.

43:03 The purpose of the Labour Management Committee shall be to promote effective communication between management and the employees, and to this end, the terms of reference shall include such things as working conditions, local rules and regulations, efficiency and productivity, environmental issues in the workplace such as workplace pollution; reduction recycling and conservation of materials.

ARTICLE 44 SAFETY AND HEALTH

- 44:01 The Employer shall continue to make reasonable provisions for the safety and health of its employees during their hours of employment.
- 44:02 Protective devices and other equipment deemed necessary to protect employees properly from injury shall be supplied by the Employer.
- 44:03 It is mutually agreed that the Employer, the Union and employees shall co-operate to the fullest extend possible towards the prevention of accidents, and in reasonable promotion of safety and health.

ARTICLE 45 TECHNOLOGICAL CHANGE

45:01 Advance Notice

Before the introduction of any technological change or new method of operation which affects the rights of employees, condition of employment, wage rates or work loads, the Employer shall notify the Union of the proposed change.

45:02 Consultation

Any such change shall be made only after the Union and the Employer have discussed the matter. The discussion shall take place within twenty-one (21) days of the Employer's notification of the Union.

45:03 Attrition Arrangement

No employee will be laid off because of technological change or new method of operation unless such employee refuses, without good reason, to avail of additional training provided to equip the employee with the new or greater skills required by the technological change or new method of operation.

45:04 Income Protection

An employee who is displaced from his/her job by virtue of technological change or new method of operation will suffer no reduction in normal earnings, unless such employee has refused, without good reason, to avail of additional training provided to equip the employee with the new or greater skills required to prevent displacement.

45:05 Transfer Arrangements

An employee who is displaced from his/her job by virtue of technological change or new method of operation will be given the opportunity to fill other vacancies according to seniority, ability and qualifications.

45:06 Training Benefits

In the event that the Employer should introduce new methods or machines which require new or greater skills than are possessed by employees under the present method of operation, such employees shall, at the expense of the Employer, be given a reasonable period of time, in the opinion of the Employer, during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no change in wage or salary rates during the training period of any such employee.

45:07 No New Employees

No additional employee(s) shall be hired by the Employer to replace any employee(s) affected by the technological change or new method of operation, until the employee(s) already working, and affected by the change, have been notified and allowed a training period to acquire the necessary knowledge or skill for the trainee(s) to retain their employment, as provided for in Article 45:06.

ARTICLE 46 GENERAL PROVISIONS

46:01 Without detracting from the existing rights and obligations of the parties recognized in other provisions of this Agreement, the Employer and the Union agree to co-operate in encouraging employees affected with alcohol, drug or other personal problems to undergo a co-ordinated program directed to the objective of their rehabilitation.

ARTICLE 47 STATE OF EMERGENCY

47:01 The following provisions shall apply to employees during a state of emergency declared by the Local Municipal government:

(a) All employees shall be deemed to be on duty during the period of

closure, with the exception of those employees designated by the president as employees performing an essential service.

- (b) Those employees designated by the President as employees who perform an essential service shall, where possible, be supplied transportation to their place of work and return by the Employer.

47:02 Where the Employer provides transportation and the employee refuses to report to duty, he/she shall be subject to disciplinary action as prescribed in Article 39.

47:03 Those employees referred to in Clause 47:01 (b) above who are on special leave with or without pay immediately preceding the declaration of the state of emergency, will be deemed to be on special leave with or without pay, as the case may be, during the period so declared an emergency.

47:04 The President shall endeavour to designate those employees referred to in Clause 47:01 (b) previous to the declared state of emergency, however, the President may require any employee to report for duty during any period declared an emergency.

ARTICLE 48 RELOCATION EXPENSES

48:01 An employee who is required by the Employer to be relocated from one geographic location to another shall on the submission of a certified statement of expenses be compensated as follows:

- (a) An employee who sells his/her private dwelling house, in which he/she resides immediately prior to being relocated, shall be reimbursed for real estate agency fees up to a maximum of six percent (6%) of the selling price.
- (b) Reimbursement of reasonable and necessary legal fees encumbered upon the employee because of the sale of his/her house and the purchase of a new dwelling at his/her place of relocation; and
- (c) Where an employee is required to relocate from one geographic location to another, he/she shall be reimbursed for the following expenses:
 - (i) transportation for himself/herself and his/her dependents by the most economical means;

- (ii) travel in a privately owned care at the applicable rate to a maximum amount equivalent to economy air fare for the employee and his/her dependents;
- (iii) carting, packing and unpacking, cartage insurance and transportation of his/her and his/her dependents personal effects; and
- (iv) hotel accommodations and meals approved in advance by the President for an employee and his dependents for a consecutive period not exceeding fourteen (14) calendar days. With respect to claims for meals, an employee may be reimbursed as follows:
 - (1) meal allowances on relocation to be identical to those allowed on travel;
 - (2) in the case of an employee with dependents, the maximum allowances claimable shall be in accordance with those specified in (1) above for each of the employees, spouse and dependents over twelve (12) years of age, plus one-half (1/2) this amount for each other dependent.
- (v) Claims for items (i), (iii) and (iv) of sub-clause 48:01 (c) are to be accompanied by receipts or other satisfactory proof of purchase.

ARTICLE 49 **LABRADOR ALLOWANCE**

- 49:01 (a) Employees shall receive a Labrador Allowance, effective January 1, 2002, as follows:
- | Single | Dependent |
|---------------------|---------------------|
| \$2,200 per year or | \$4,400 per year or |
| \$1.21 per hour | \$2.42 per hour |
- (b) The Labrador Allowance shall be paid on a bi-weekly basis and shall be pro-rated in accordance with an employee's hours of work excluding overtime.
- (c) In the case of a married couple who are both employed by Labrador Investments Inc. the total amount paid to both of them shall not exceed the dependent rate.

ARTICLE 50 JOINT CONSULTATION

50:01 The Employer agrees to consult with the Union about contemplated changes in conditions of employment or working conditions not governed by this Agreement.

ARTICLE 51 AMENDMENT BY MUTUAL CONSENT

51:01 It is agreed by the parties to this Agreement that any provision in this Agreement, other than the duration of Agreement, may be amended by mutual consent of the Employer and the Union.

ARTICLE 52 DURATION OF AGREEMENT

52:01 * Except as otherwise provided, this Agreement shall be effective from the date of signing and shall remain in full force and effect until December 31, 2016.

52:02 Agreement to Remain in Effect

This Agreement shall remain in full force and effect during negotiations for a revision or renewal of the terms of this Agreement, and until such time as it is replaced by a new or revised Collective Agreement.

Notwithstanding the above, the parties shall retain their legal right to lock out or strike in accordance with the Labour Relations Act.

52:03 Notice of Termination or Amendment

Either party to this Agreement, may within the one hundred and twenty (120) calendar day period immediately prior to the expiration of this Agreement, issue notice to the other party of its desire to terminate or amend the Agreement. Following notice, the other party is required to enter into negotiations for a new Agreement within thirty (30) calendar days of receipt of notice.

*

SCHEDULE "A"CLASSIFICATION AND PAY SCALE LIST

<u>Effective January 1, 2014</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Accounting Clerk	\$16.02	\$16.68	\$17.30
Buyer 1	18.57	19.54	20.51
Buyer 11	20.64	21.77	22.91
Buyer 111	22.55	23.88	25.13
General Retail Store Clerk	15.55	16.10	16.72
Labrador Retail Stores Financial Officer	22.63	23.88	25.13
Northern Labrador Retail Store Assistant Manager	20.64	21.77	22.91
Stockhandler	16.14	16.77	17.30

<u>Effective January 1, 2015</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Accounting Clerk	\$16.50	\$17.18	\$17.82
Buyer 1	19.13	20.13	21.13
Buyer 11	21.26	22.42	23.60
Buyer 111	23.23	24.60	25.88
General Retail Store Clerk	16.02	16.58	17.22
Labrador Retail Stores Financial Officer	23.31	24.60	25.88
Northern Labrador Retail Store Assistant Manager	21.26	22.42	23.60
Stockhandler	16.62	17.27	17.82

<u>Effective January 1, 2016</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Accounting Clerk	\$17.00	\$17.70	\$18.35
Buyer 1	19.70	20.73	21.76
Buyer 11	21.90	23.09	24.31
Buyer 111	23.93	25.34	26.66
General Retail Store Clerk	16.50	17.08	17.74
Labrador Retail Stores Financial Officer	24.01	25.34	26.66
Northern Labrador Retail Store Assistant Manager	21.90	23.09	24.31
Stockhandler	17.21	17.79	18.35

Step Progression

1. Employees shall continue to advance one step on their respective salary scales for each twelve (12) months of service accumulated, effective when the additional twelve (12) months of service was accumulated.
2. New employees shall advance one step on their respective salary scales for each twelve (12) months of service, and thereafter from year to year for each additional twelve (12) months of service accumulated.

Salary Formula

Effective January 1, 2014	Increase all pay scales by 3%.
Effective January 1, 2015	Increase all pay scales by 3%.
Effective January 1, 2016	Increase all pay scales by 3%

SCHEDULE "B"

EXCLUDED FROM THE BARGAINING UNIT

Confidential Secretary

President

Field Operations Supervisor

Manager, Purchasing

Store Manager

Hardware Manager (Nain)

IN WITNESS WHEREOF the parties hereto have executed this Agreement the 11th day of December, 2013.

SIGNED on behalf of Labrador Investments Inc., in the presence of the witness hereto subscribing:

[Signature]

P. Bursley
Witness

SIGNED on behalf of the Newfoundland and Labrador Association of Public and Private Employees by its proper officers in the presence of the witness hereto subscribing:

Carl A. Ludwig
Jim Oates

Ben Blundo
Witness

* This agreement applies to Labrador Stores employees only on the North Coast of Labrador in communities of NATIN, HOPEDALE, MALLOONK.
10. * Please note exclusion on pg 6.