



COLLECTIVE AGREEMENT

Between

WINNERS MERCHANTS INTL. LP
("the Company")

and

WORKERS UNITED CANADA COUNCIL
on its own behalf and on behalf of
its Local 152
("the Union")

February 1st, 2014

to

January 31st, 2017

Workers United Canada Council

**317 Adelaide Street West,
Suite 1005
Toronto, Ontario M5V 1P9**

**Tel: (416) 510-0887
Fax: (416) 510-0891
Toll Free: 1-800-268-4064**

www.workersunitedunion.ca
info@workersunitedunion.ca

My Steward is: _____

Contact info: _____

My Local President is: _____

Contact info: _____

TABLE OF CONTENTS

ARTICLE 1 - RECOGNITION	1
ARTICLE 2 – MANAGEMENT RIGHTS	2
ARTICLE 3 – HIRING OF EMPLOYEES	3
ARTICLE 4 – UNION SECURITY	3
ARTICLE 5 – PROBATIONARY PERIOD	3
ARTICLE 6 - SENIORITY	4
ARTICLE 7 – TEMPORARY AND AGENCY EMPLOYEES	5
ARTICLE 8 – PAYMENT ON APPEARANCE OF WORK	6
ARTICLE 9 - WAGES	6
ARTICLE 10 - HOLIDAYS	6
ARTICLE 11 - VACATIONS.....	8
ARTICLE 12 – FLOATER DAYS	10
ARTICLE 13 – UNION REPRESENTATION	11
ARTICLE 14 – LABOUR- MANAGEMENT COMMITTEE.....	13
ARTICLE 15 – HOURS OF WORK.....	13
ARTICLE 16 – OVERTIME PAY.....	15
ARTICLE 17 – SENIORITY AND LAYOFFS	17
ARTICLE 18 – TEMPORARY AND PERMANENT TRANSFERS	19
ARTICLE 19 – NO STRIKE PROVISION	19
ARTICLE 20 – NO DISCRIMINATION.....	20
ARTICLE 21 - NO LOCK-OUT PROVISION.....	20
ARTICLE 22 – DISCIPLINE AND DISCHARGE	20
ARTICLE 23 – GRIEVANCE PROCEDURE.....	22
ARTICLE 24 – POLICY GRIEVANCES	24
ARTICLE 25 – ARBITRATION	24
ARTICLE 26 – CHECKOFF OF DUES	25
ARTICLE 27 – BENEFITS	25

ARTICLE 28 – UNION EDUCATION FUND	26
ARTICLE 29 – JOB POSTINGS	27
ARTICLE 30 – LEAVE OF ABSENCE	31
ARTICLE 31 – SICK LEAVE	32
ARTICLE 32 – HEALTH AND SAFETY	33
ARTICLE 33 – RIGHT OF VISITATION	34
ARTICLE 34 – EXAMINATION OF RECORDS	34
ARTICLE 35 – BEREAVEMENT	35
ARTICLE 36 – SAFETY SHOE ALLOWANCE	35
ARTICLE 37 – JURY DUTY	36
ARTICLE 38 – EXPIRATION AND RENEWAL	37
APPENDIX “A”	38
APPENDIX “B”	41
LETTERS OF UNDERSTANDING	43

ARTICLE 1 - RECOGNITION

- 1.01 The Company recognizes the Union the sole and exclusive collective bargaining agent of the following bargaining unit: all general warehouse employees of Winners Merchants Intl., distribution centers in Ontario save and except Supervisors, persons above the rank of Supervisor, agency and temporary employees, all employees of retail outlets, office and sales staff, data center employees, Merchandise Controllers, employees employed in a confidential capacity in matters relating to labour relations, supplies and security staff.
- 1.02 Supervisory personnel will not be allowed to perform non-supervisory duties except in situations and circumstances as described below:
- a. Casual pick up of isolated waste and trash to comply with safety and cleanliness standards;
 - b. Where performance of a manual task is necessary for the purpose of preventing damage to goods, facility or other Company assets;
 - c. When necessary to demonstrate correct or new methods, or for other training and evaluation purposes;
 - d. When necessary for experimental purposes, to determine the degree of difficulty involved with a given task; for example, a Supervisor may want to determine personally how difficult it is for an employee to lift fifty (50) pound cartons from a pallet to a work table. A Supervisor could perform this task for a short period of time, without the employee losing time;

- e. When life or limb is endangered, Supervisors may perform duties that would normally belong to members of the bargaining unit. The performance of these duties would be restricted to the duration of the emergency. Emergencies include, but are not restricted to, such things as fires, floods, accidents and injuries; and,
- f. For the purpose of performing quality control checks on work. These confirmation checks are to determine the accuracy of previous quality control work performed by bargaining unit members and are not intended to replace or eliminate such work normally performed by Union employees.
- g. The company does not desire management to be performing bargaining unit work. The Company agrees that Employees should not be exercising management functions that provide access to confidential information such as pay stubs. Supervisors also should not transfer and/or delegate their authority or control to General Warehouse Employees.**

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Except as otherwise expressly provided in this Agreement, nothing contained herein shall be deemed to limit the Company in any way in the exercise of the regular and customary functions of management, including the making in connection therewith of such reasonable rules relating to operations of the facility as it deems advisable. Prior to the introduction of a new policy, the Company agrees to advise the union of such new policy.

ARTICLE 3 - HIRING OF EMPLOYEES

3.01 The Company shall have the sole and exclusive right to select and hire its employees. Within two working days from the time of hiring an employee covered by this Agreement, the Company shall send a written notice to the Union office, on an appropriate form supplied by the Union, stating name, address, hourly rate, starting date, and job function of such new employee.

ARTICLE 4 - UNION SECURITY

4.01 It shall be a condition of employment that all employees covered by this agreement and all employees hired on or after the execution date of this agreement shall, upon successful completion of the probationary period, become and remain members in good standing in the Union.

4.02 The Company shall provide the Union with information relating to the following matters for employees within the bargaining unit, in January and July of each year: a list of employees, showing their names, addresses, telephone numbers, and classifications, ranked according to seniority, together with their rate of pay.

ARTICLE 5 - PROBATIONARY PERIOD

5.01 A probationary period is hereby fixed at 480 worked hours. During the probationary period, the Company may terminate an employee for any reason as long as the decision is not made in an arbitrary, discriminatory or bad faith manner. The Company will provide notice of such termination to the Union. Any grievance or arbitration initiated in respect of the termination of a probationary employee shall be limited to a determination of whether the decision to terminate was made in an arbitrary discriminatory or bad faith manner.

ARTICLE 6 – SENIORITY

- 6.01 Seniority is defined as the length of service in the bargaining unit and shall include service with the Company in a bargaining unit position prior to the certification of the Union. Each employee shall be given a seniority date which shall be the same as the employee's date of hire into the bargaining unit.
- 6.02 The Company will prepare and maintain seniority lists, revise and post them on the Company bulletin boards in January and July of each year, and a copy of such lists shall be forwarded to the Union Office.
- 6.03 Employees shall continue to accumulate seniority during vacations, approved leaves of absence, layoffs and maternity/parental leave or paternity leave, compensable injury, sick leave and union leave.
- 6.04 No employee shall be transferred to a position outside the bargaining unit without his/her consent. Employees permanently appointed to positions outside the bargaining unit shall retain their accrued seniority for a period not to exceed three (3) months from the date of appointment. Should the employee be returned to a position within the bargaining unit prior to the expiration of the three (3) month period, the employee shall receive their former applicable hourly rate without loss of seniority.
- 6.05 Employees will lose all seniority and employment shall be deemed terminated, if the employee is absent from work for three (3) consecutive working days without notifying the Company without a valid reason.

The Company will require documentation to validate the acceptability of the reason.

ARTICLE 7 - TEMPORARY AND AGENCY EMPLOYEES

- 7.01 The Company, at its discretion, shall employ temporary or agency employees who shall not be required to become members of the Union. The Company will notify the Union of all active agency employees and temporary employees on a monthly basis with a list providing the names, shift assignments, job classification, and start date of each temporary employee assignment.
- 7.02 The temporary or agency employee employment period shall be flexible and at the discretion of the Company, but should any temporary or agency employee remain in the Company's employ in excess of **eight hundred and eighty (880) worked hours in a twelve (12) month period from November to October each year**, then such employee shall thereafter be deemed to be covered by the terms of the collective agreement. The seniority date of a temporary or agency employee shall be deemed to be the first date on which the employee was made permanent full time. The employee shall be deemed as a probationary employee upon completion of four hundred and eighty (480) worked hours following his/her full-time hire date.
- 7.03 Before the Company hires temporary or agency employees, as herein provided, the Company shall first offer employment to employees on layoff at that time if the employee is able to perform the work with a familiarization period.
- 7.04 Temporary employees will not be used to displace regular employees when there is work for regular employees.
- 7.05 Temporary employees shall be subject to transfer out of their department before regular full time Employees are involuntarily transferred.

ARTICLE 8 - PAYMENT ON APPEARANCE OF WORK

- 8.01 An employee employed for one (1) year or more who is scheduled to work and who reports to work shall receive at least a minimum of one (1) day's pay at the applicable base rate of pay.
- 8.02 An employee employed for less than one (1) year who is scheduled to work and reports to work shall receive at least a minimum of one-half (½) day of pay at the applicable base rate of pay, based on the employee's normal daily hours worked. In order to be eligible for payment under Article 8.01 and 8.02, Employees have to be scheduled for and report for work. To be considered to have reported for work, Employees must either swipe in or sign in at the Security desk.
- 8.03 The provisions above will not apply if the facility is closed due to circumstances beyond management's control and a general announcement has been made within two (2) hours prior to the start of a shift.

ARTICLE 9 – WAGES

- 9.01 All employees shall be paid as set out in Appendix A and shall progress on the wage grid on his/her **most recent promotion date**.

ARTICLE 10 – HOLIDAYS

- 10.01 During the term of this Agreement, all employees shall be entitled to receive holiday pay at the employee's regular rate of pay, which shall include the shift premium, for each of the following holidays, regardless of the day of the week in which the holiday falls.

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

Labour Day
Thanksgiving Day
Christmas Eve Day
Christmas Day
Boxing Day
New Years Eve Day

10.02 The amount of holiday pay to which a new employee who has not completed his/her probationary period, or an employee who is absent from work more than thirty days is entitled to is determined by taking all paid hours in the four weeks prior to the work week in which the public holiday occurs, divided by twenty (20).

10.03 If the Company requires work to be performed on a day that is deemed to be the actual or celebrated day of a Public Holiday, the employee shall receive one (1) day's holiday pay plus time and one-half (1½) for the number of hours worked.

10.04 Employees must work the scheduled shift before the holiday and their scheduled shift after the holiday in order to receive holiday pay, unless the absence is due to a bonafide reason. The Company may ask for documentation to substantiate the absence at any time.

If an employee, for good reason, is late for work by no more than fifteen (15) minutes on his/her regularly scheduled shift before or after a holiday, said employee will be considered to have worked his/her full scheduled shift for the purposes of the holiday pay only.

10.05 If the holidays fall on the weekend, employees will be given the next working day off in lieu of the holiday or any other mutually agreed to arrangement.

The Company will publish a list of holidays and the days on which they fall prior to March 1st each year.

ARTICLE 11 – VACATIONS

11.01 The vacation period shall be from April 1st to March 31st of each year and vacation entitlement shall be based on the employee's anniversary date of employment. The Company shall pay prior to Christmas any outstanding vacation pay accumulated on overtime earnings to the employees. Vacations will be granted each year to covered employees according to the following schedule:

- a) Employees, upon completion of six (6) months of active service will be eligible for one (1) week vacation.
- b) Upon completion of one (1) year of active service – two (2) weeks pro-rated in the first vacation calendar year of changeover.
- c) Upon completion of five (5) years of active service – three (3) weeks vacation, pro-rated in the first vacation calendar year of changeover.
- d) Upon completion of ten (10) years of active service – four (4) weeks pro-rated in the first vacation calendar year of changeover.

11.02 Employees may take vacation in single day increments. Requests for single vacation days must be submitted to management a minimum of the end of shift two (2) working days in advance of the requested day. For example, an Employee requesting Friday as a vacation day must submit the request, at a minimum, by the end of shift Wednesday. **Time limits may be waived when voluntary time off (VTO) is being offered in conjunction with vacation and floater time.** Requests will be subject to management approval. Subject to the approval of the Company, an employee who is eligible for three (3) weeks' vacation may carry over one week

of his/her vacation from one year to the next year. An employee who is eligible for four (4) weeks' vacation, may carry over two weeks of his/her vacation from one year to the next year. The carried over vacation must be used in the following year. The approval shall not be unreasonably denied.

11.03 In the event that a holiday occurs during an employee's vacation, he/she shall be paid for the holiday, in accordance with Article 10, in lieu of vacation pay for that day.

11.04 Vacation weeks will consist of five (5) days of vacation (or fewer where a holiday falls during the vacation week). If the number of requests received for any one-week is more than can be approved, full vacation weeks shall take priority over single days. Management shall, where possible allow 10% of the employees in a particular department, by facility, off on vacation at any one time, and will approve more than that minimum amount when possible.

a) A cut-off date of February 1st is established for the purpose of approving requests for vacation weeks. On January 1st of each year Employees will have the opportunity to request the vacation week(s) that they desire and those requests submitted by this cut-off date will be approved within the department, not to exceed 10% of the applicable department, using seniority. By February 15th of each year, the Employees will be notified as to the status of their requests. Only full vacation weeks will be scheduled in this manner. Requests for vacation received after this cut-off date will be approved on a "first-come first-serve" basis. Should two or more request be received on the same day, approval will be based on seniority. After the cut-off date, they will be responded to by the Company two weeks following the request being made.

- b) If a change to an approved vacation week is requested by the employee, it will be approved on a “first come first served” basis, subject to availability. Should more than one request be received in the department at the same time, then approval will be based on seniority.
- c) Approval of vacation shall not be unreasonably denied.
- d) Once approved, a copy of the request form will be returned to the employee. The Plant Chairperson shall be provided with a list of the vacation approved through the full week process following the approval period.
- e) For the purpose of vacation, the Walkie, Forklift and Lead Hand classifications shall be separate for the 10%.
- f) Employees may not request vacation or floater days between Christmas and New Year’s if they were approved for Vacation or Floater time between Christmas and New Year’s the preceding year through full week process.

ARTICLE 12 – FLOATER DAYS

- 12.01 Upon completion of one (1) year of service, employees will be entitled to three (3) floater days to be used in that calendar year.
- 12.02 A floater day off must be requested no later than three (3) hours prior to the end of shift one (1) working day in advance of the requested day and will be subject to management approval, which will not be unreasonably denied. In the event that management has to deny a requested day to some employees due to the number of requests for that day, any approvals will be granted within the department by facility by seniority in conjunction with vacation approval under Article 11.

The ten (10%) percent rate of approval referred to Article 11 shall be inclusive of Vacation and Floater days.

12.03 Floater days must be scheduled and taken within the calendar year or are forfeited.

ARTICLE 13 - UNION REPRESENTATION

13.01 The Company recognizes the right of the Union to elect or appoint one (1) Plant Chairperson and one (1) Chief Steward for each facility and no more than one (1) Steward for each seventy five (75) employees, with a minimum of three (3) stewards per shift. The Company shall recognize the right of the Union to elect or appoint alternate stewards. The number shall be jointly agreed to by the Company and the Union. The alternate Stewards are to be used only when no Stewards are present.

13.02 The number of Stewards in each covered facility, will be jointly reviewed by the parties based on employee population increases or decreases.

13.03 Such Stewards and Plant Chairperson shall have completed their probationary period and the Union agrees to keep the Company notified in writing of the names of the employees who are acting in the capacity of Stewards or as Plant Chairpersons.

13.04 a) A Steward's and Union Officer's first obligation is to the performance of his/her regular duties and he/she shall not leave his/her regular duties to investigate a grievance, attend a labour-management meeting, or attend a grievance meeting during working hours without first obtaining permission of the immediate Supervisor. The Steward shall advise the Supervisor of the approximate

duration and report back to the Supervisor at the time of his/her return to work. Such permission shall not be unreasonably withheld. Should the Supervisor not be available, the Steward may contact the next level of management to make the necessary arrangements.

- b) A Steward shall advise the Supervisor of the department being visited of his/her presence and may interrupt an employee performing his/her duties. If such interruptions would cause serious interference with operations, the Supervisor will make arrangements for the employee to leave his/her area as promptly as possible. The amount of time spent in the performance of such duties shall not be abused.
- c) The Company agrees that under these circumstances, the Grievor, Steward or Chairperson shall not suffer any loss of pay.

13.05 The Company agrees to recognize and deal with a negotiating committee of up to eleven (11) employees who shall be seniority employees of the Company.

13.06 The Company shall make available to the Union three (3) bulletin boards. The bulletin boards shall be used by the Union for posting notices relating to official Union business such as Union meetings; social, recreational, political and educational events; elections and appointments. The Company reserves the right to remove derogatory, offensive or otherwise harmful material.

13.07 During company orientation for new employees hired for bargaining unit positions, the Company will provide the Union an opportunity to meet with such employees. The meeting will be limited to no more than fifteen (15) minutes.

ARTICLE 14 - LABOUR-MANAGEMENT COMMITTEE

- 14.01 The Company and the Union agree to hold quarterly labour management meetings in order to discuss and amicably settle any difference, or other matter of mutual interest, although the parties agree that specific grievances shall not ordinarily be discussed in this forum without mutual agreement to do so. Either party shall have the right to place an issue on the agenda. The Plant Chairpersons, **the Union President, Vice-President**, the Chief Stewards, the Recording Secretary and one Steward from each facility and a Union officer may attend such meetings. The Company agrees to designate appropriate management representatives with sufficient authority to attend this committee.
- 14.02 The Company is committed to its employees and to the job security of its employees at the Distribution Centres in Ontario. The Company agrees that no Winners employee will be involuntarily laid off for any duration as a direct result of the use of an external distribution facility in Ontario.

ARTICLE 15 – HOURS OF WORK

- 15.01 The normal first shift shall be eight hours daily within the hours of 6:00 a.m. and 6:00 p.m. The normal second shift shall be eight hours within the hours of 11:30 a.m. and 12:00 a.m. The normal third shift shall be eight (8) hours within the hours of 6:30 p.m. and 6:30 a.m. The normal workweek shall be forty (40) hours worked Monday through Friday.

- 15.02 The Company shall have the right to implement alternative regular scheduled workweeks that may include regular scheduled weekend work. The Company shall provide to the Union, in writing, a sixty (60) day notice in advance of their intention to implement any alternative regular scheduled workweeks. The Company and the Union agree to negotiate over the terms and conditions of the new shift(s) and the effects of such changes on the terms and conditions of employment of bargaining unit employees. If the Company and the Union reach impasse, the issues in dispute, except for the Company's right to implement alternative regularly scheduled work weeks, will be brought to Arbitration, Article 25. If an alternative scheduled shift is established, it will be staffed by volunteers, by seniority, then by employees hired after ratification of this collective agreement by inverse seniority. The Company agrees to inform all employees prior to hiring them after such date, that they may be subject to this clause. Employees hired prior to April 30, 2005 of the collective agreement, shall not be forced to any new alternative work schedules.
- 15.03 Full-time employees on each shift shall receive two paid fifteen-minute rest/refreshment breaks. The first shift breaks shall occur during the first half of the shift, and at the end of the shift, allowing for early leave. The second and third shift breaks shall occur at the beginning of the shift and during the first half of the shift. Full-time employees on each shift shall have a thirty minute unpaid meal break.

ARTICLE 16 – OVERTIME PAY

16.01 During the life of the Agreement, employees shall be paid at the rate of time and one-half for all time worked after forty worked hours in a week. For the purpose of this Article, vacation, floater, statutory holiday payment, paid sick time, voluntary time off (VTO) and **paid bereavement time** shall count towards overtime accumulation. Overtime and other premiums shall not be paid more than once for any hour worked and it is agreed that there shall be no pyramiding of overtime payments under the Collective Agreement.

16.02 Overtimes within a facility will be offered by classification by seniority within each department within shift. If workload requires additional workers, the Company will offer overtime by seniority in like areas within each classification and shift. If additional workers continue to be required, the Company will then offer overtime by seniority from the daily overtime list prior to offering to temporary or agency Employees.

For the purpose of this Article, areas will be defined as:

West Drive: Receiving, Lay-up, Ticket-Selection,
Packing, Sortation, Jewelry

American Drive: Receiving, Lay-up, Ticket-Selection/
Packing/Top Load, Sortation

The Company will advise the Union in advance of any change to the definition of area.

16.03 Overtime will be offered first to all regular employees before being offered to temporary employees.

16.04 The Company shall endeavour to spread overtime equitably among all shifts.

16.05 Banked time may be offered, in conjunction with Voluntary Time off, Vacation and Floater requests, during certain periods of the year (i.e. holiday closures).

- a) Employees will work a specified number of overtime hours on a specified day and will bank all eligible overtime hours worked at a rate of time and one-half to be used on the established day of low or no production. Alternatively, an employee may be pre-paid for hours not worked (i.e. Inventory period) and agree to work a specified number of eligible overtime hours at a rate of time and one-half, on a specified day to pay back hours already paid. To be eligible for overtime hours, an employee must work or be paid for forty (40) hours in the week that the banked time is scheduled. The Company shall provide five (5) working days notice prior to the day that banked time is to be worked.
- b) Employees who work banked time and terminate employment prior to taking the time off will be paid all eligible banked hours on their final cheque.
- c) Employees who are pre-paid for hours and who either fail to work the scheduled banked time or who terminate employment prior to working the scheduled banked time will have any pre-paid monies rescinded on the cheque following the banked shift or on their final cheque.

ARTICLE 17 - SENIORITY AND LAYOFFS

17.01 In the event the business necessitates a layoff of ten (10 working days or less (herein referred to as short-term layoffs), the Company will first attempt to minimize the impact to the bargaining unit through various methods (i.e. additional vacation, floater, transfers, and voluntary time off). The Company agrees to waive any time limits that may restrict these options.

Short-term layoffs shall be within a facility on a shift-by-shift basis within classification. All temporary/agency employees and students within the facility shall be laid off before any bargaining unit employees. All short-term layoffs shall occur as follows:

- a) Employees in a higher classification, who are in receipt of layoff, will be offered the opportunity to displace the least senior employee on the same shift, in an area designated by the Company, provided the employee is physically able to perform the job. Such employee shall maintain their current rate of pay.
- b) For the purpose of short-term layoffs for General Warehouse Employees, like departments will be combined (i.e. receiving, lay-up, ticketing & selection, packing, sortation, jewellery) and the least senior employee within the combined department will be laid off. Employees on layoff shall have the opportunity to displace an agency/temporary employee or student at the alternate facility on the same shift, if the employee is physically able to perform the work. The Company will determine where the employee will be placed.

- c) In the event that there are not sufficient agency/temporary positions or students to displace in the alternate facility, the employee may bump the least senior employee on the same shift in the original facility, provided they are physically able to perform the job.

17.02 Layoffs of more than two (2) weeks shall be by department on a bargaining unit basis and employees with greater seniority may bump the least senior person within the classification in the bargaining unit, provided they are able to perform the work with a familiarization period. Employees with greater seniority in a higher classification who do not have seniority to bump within their classification, may then bump the least senior person in the bargaining unit, provided they have the ability to perform the work with a familiarization period. Such employee shall receive the rate of pay for the new position. All temporary, probationary students and agency employees shall be laid off before any full time employees for layoffs of more than two (2) weeks.

17.03 For all layoffs, the Employer shall first ask for volunteers in order of seniority from the affected Department. Notice of layoff shall be made by the Employer to the affected employee by noon of the business day preceding the layoff, if practicable; otherwise, notice shall be made on the day of such layoffs.

17.04 All recalls shall be done in accordance with seniority within job classification, i.e. the last employee laid off shall be the first employee recalled, if able to perform the job. Employees shall accumulate seniority during the period of layoff and be eligible for recall for a period of no longer than eighteen (18) months. Employees will be deemed to have terminated employment if they fail to return within three days following written notice of recall. It will be the responsibility of the employee to keep the Company informed of their current address.

17.05 Voluntary time off shall be offered by seniority within the Supervisor's department.

17.06 In the event of the permanent closing of one of the Company's distribution centres, then and in that event, it is the intent of the parties, that under such circumstances transfers to the remaining facility shall be offered to the most senior employees, in accordance with Article 17.02. Should the Company close a distribution centre, it agrees to negotiate with the Union for severance pay for covered employees who have been employed for longer than one year, and who are not offered employment in the remaining facility.

ARTICLE 18 - TEMPORARY AND PERMANENT TRANSFERS

18.01 Employees with 480 hours of continuous service in a particular department will be identified with that department for purposes of transfer.

18.02 Supervisors will ask for volunteers to transfer to other areas on a temporary basis. If staffing requirements are not met through volunteers, the Supervisor will transfer by inverse seniority, provided the employee is physically able to perform the job.

18.03 Employees assigned to modified work may be subject to transfer, if able to perform the job duties.

ARTICLE 19 - NO STRIKE PROVISION

19.01 The Union agrees that it will not call, authorize, or ratify a strike or stoppage during the life of this Agreement.

ARTICLE 20 – NO DISCRIMINATION

- 20.01 There shall be no discrimination or harassment with respect to the terms and conditions of employment as set out in the Ontario Human Rights Code. In addition, there shall be no discrimination or harassment because of an employee's activity in the Union.
- 20.02 All grievances under this Article shall begin at Step 2 and shall be handled with all confidentiality and dispatch.

ARTICLE 21 - NO LOCK-OUT PROVISION

- 21.01 The Company agrees that it will not order, authorize, or ratify a lock-out during the life of this Agreement.

ARTICLE 22 – DISCIPLINE AND DISCHARGE

- 22.01 No employee shall be disciplined or discharged without just cause which may include but not be limited to acts of violence, theft, excessive absenteeism/tardiness, violation of rules/regulations, documented poor job performance and insubordination.
- 22.02 An employee will be offered a Steward at any discussion or meeting with the Company, where there is a reasonable belief that the Employee will be subject to discipline. An Employee may select a Steward of his/her choice from the same shift, as long as the Steward is scheduled for and present at work and there will not be a significant disruption to the business. **Examples of “significant disruption to the business” may mean delaying until the completion of a time bound work assignment, or completion of a task that may impact work in other areas.** If a Steward is not available, an employee may select an alternate steward to be present during the meeting.

If an alternate steward is not available, an employee may select a senior employee to be present during the meeting.

Upon request from the Plant Chair, written statements from hourly Employees will be provided to the Plant Chair before the third step meeting. The union will also provide any additional written statements to the Company at the third step meeting. It is understood that all documentation will be handled with strict confidentiality.

- 22.03 An employee who is suspended may file a grievance at Step 2 of the grievance procedure within five (5) days after such suspension is served. An employee who is discharged may file a grievance at Step 3 of the grievance procedure within five (5) days of such discharge. An employee, who is discharged, shall have an opportunity to consult a Union Steward prior to leaving the workplace.
- 22.04 The oldest written warning/suspension in an employee's file shall be removed from the active progressive discipline process if the employee completes nine (9) months of warning free employment. The oldest verbal warning in an employee's file shall be removed from the active progressive discipline process if the employee completes six (6) months of warning free employment. For Clarity letters of Confirmation shall not form part of an Employee's progressive discipline process.
- 22.05 Before any Union Official is suspended, the Company will make a reasonable attempt to inform the Regional Representative, the Company will also make a reasonable attempt to ensure the Regional Representative is present during the termination of a Union Official.

ARTICLE 23 - GRIEVANCE PROCEDURE

- 23.01 A grievance shall be any dispute or difference arising out of the alleged violation, application, administration or interpretation of the provisions of this Agreement. Time limits may be extended upon mutual consent.
- 23.02 Reference to days in the grievance and arbitration procedure shall exclude Saturdays, Sundays, holidays and vacations
- 23.03 Both parties agree that grievances are to be dealt with as Expeditiously and efficiently as possible.
- 23.04 A Grievor, his/her Steward, Chief Steward or the Plant Chairperson shall not suffer any loss of earnings while attending grievance meetings during regular working hours.
- 23.05 It is the mutual desire of the parties that any complaint of an employee should be adjudicated as quickly as possible and it is understood that an employee has no grievance until he/she has first given his/her immediate Supervisor an opportunity of adjudicating his/her complaint. Should the issue not be resolved, the grievance may be put in writing and proceed to Step One within five (5) days of the incident-giving rise to the grievance except where an extension is mutually agreed to due to extenuating circumstance.

Step One

The Employee, Supervisor and Union Steward shall meet within five (5) days of the submission of the grievance at Step One. The supervisor shall give his/her decision in writing with reason for such decision within two (2) days of the Step One meeting.

If the grievance has not been settled to the satisfaction of both parties it may proceed to Step Two.

Step Two

If the grievance is not resolved at Step One, the grievance shall be reduced to writing within five working (5) days after receiving the written decision from the Step One and given to the appropriate Operational Manager by the Steward.

The appropriate Operational Manager and Supervisor shall then meet with the Steward, Grievor and Chief Steward within five (5) working days after receipt of the written grievance to resolve the issue.

The appropriate Operational Manager shall give his/her decision in writing with reasons for such decision within two working (2) days of the Step Two meeting

If the grievance has not been settled to the satisfaction of both parties, it may then proceed to Step Three.

Step Three

If the grievance is not resolved at Step Two, the grievance shall be forwarded within five (5) working days after receiving the written decision from Step Two, to the Assistant Vice-President of the facility by the Plant Chairperson.

The Assistant Vice-President of the facility, Human Resources Manager, or their designates and appropriate Operations Management Representatives shall then meet with the Plant Chairperson, Chief Steward, Steward, Grievor and Union Representative within five (5) working days after receipt of the written grievance to resolve the issue.

The appropriate Company Representative shall give his/her decision in writing with reasons for such decision within ten (10) working days of the Step 3 meeting.

If the grievance has not been settled to the satisfaction of both parties, the matter may then be referred to Arbitration.

ARTICLE 24 - POLICY GRIEVANCES

24.01 The parties agree that a policy grievance may be filed by either party when an alleged violation occurs which is of common concern to all or a group of employees in the bargaining unit or when a dispute arises in the application, interpretation or administration of this agreement. A group grievance may also be filed under this Article. All grievances under this Article shall be filed at Step 3 of the grievance procedure.

ARTICLE 25 - ARBITRATION

25.01 If the grievance is not settled at Step 3 of the grievance procedure, the matter may be referred in writing to arbitration and delivered to the other party. The request for referral to arbitration shall be made in writing by the Regional Representative to the Assistant Vice President Labour Relations within ten (10) days of receipt of the written decision from Step 3. Time limits may be extended upon mutual consent.

25.02 The parties agree that only those grievances or disputes between the Company and/or the Union which involve an alleged violation of a provision of this Agreement or an allegation that has not been properly interpreted or applied may be carried beyond the grievance procedure into Arbitration under this Article.

25.03 The Company and the Union shall Endeavour to choose a mutually acceptable Arbitrator, who shall hear the arbitration. Should the Company and the Union fail, within ten (10) days to agree on an Arbitrator, then an application should be made to the Ministry of Labour requesting the appointment of an Arbitrator forthwith. In the alternative to this procedure, either party may refer the outstanding matter to expedited arbitration.

- 25.04 The decision of the Arbitrator shall be final and binding upon both parties and upon any employee affected by it.
- 25.05 The parties shall jointly and equally bear the expenses of the arbitration.
- 25.06 No matter shall be submitted or dealt with by an Arbitrator, which has not been previously and properly carried through all steps of the grievance procedure
- 25.07 In no event shall the Arbitrator have the power to alter, modify, or amend any of the provisions of the Collective Agreement.
- 25.08 The time limits set out in Article 22 and Article 23 may be extended by mutual agreement.

ARTICLE 26 - CHECKOFF OF DUES

- 26.01 The Company agrees to deduct the membership dues, assessments, and initiation fees weekly from the wages or salary of such employees and remit the same to the union, by the fourteenth (14th) day of the following month. Not more than one week's dues will be deducted from one week's wages of an employee in any one-week.
- 26.02 Sums so deducted by the Employer shall be held in trust by the Company for the benefit of the Union.

ARTICLE 27 – BENEFITS

- 27.01 A summary of the employee's benefit plan is made part of this Agreement by reference.
- 27.02 All employees, upon completion of their probationary period, will be covered under the Workers United Canada Retirement Fund.

27.03 The Company will make the following contributions for each covered Associate;

Year 1: **Thirty one (31) cents per hour worked**

Year 2: **Thirty three (33) cents per hour worked**

Year 3: **Thirty four (34) cents per hour worked**

27.04 **The Company agrees to continue to administer the RRSP program.**

ARTICLE 28 – UNION EDUCATION FUND

28.01 The Company agrees to contribute a half ($\frac{1}{2}$) cent per hour worked by each Employee into the Workers United Education Fund. The Fund will be used exclusively for the purpose of the education in all aspects of trade unionism for the members of the union.

28.02 The Union may request an unpaid leave of absence for an employee for union business. The Union will submit the request in writing to the Assistant Vice President of the Facility or Human Resources Management in writing, as early as possible prior to the start of a leave period, but in no case shall it be less than one (1) week. The reasonable concerns of the business shall be taken into consideration by the Company when determining if such leave shall be granted. Such leave shall not be unreasonably denied.

28.03 The Company agrees to continue to pay any employee absent from work on approved Union business which is not paid for by the Company as provided for elsewhere in the agreement, and the Union shall reimburse the Company for such wage payment upon receipt of the monthly statement.

ARTICLE 29 – JOB POSTINGS AND TRANSFERS

29.01 Where the Company decides to fill new or vacant full time openings, it will post such bargaining unit job openings for seven (7) working days. Postings will state the position(s) available, number of openings by position, the location (i.e. facility), department and the shift on which the openings exist. The Company will award all positions within four (4) weeks. A posting sign-up sheet will be used to solicit names of Employees interested in the posting and a Steward or the Plant Chairperson must be present when the posting list is pulled. The list will then be validated.

- a) An employee wishing to apply to a posted opening must make application by legibly completing the corresponding sign-up sheet for the specific posted position.**
- b) Posted General Warehouse jobs will be awarded by seniority provided the employee is physically able to perform the work. Should the seniority of two or more employees be the same, the posting shall be awarded by random selection, e.g. lottery.**
- c) When a permanent opening is posted for higher classifications, selection will take place first within the same classification by seniority; remaining posted openings will be filled subject to Article 29.02 and 29.03 and 29.05**

- d) The current department must be able to move the awarded employee without affecting production, which could include training time, or the move will be delayed. However moves due to posting shall not be unreasonable delayed.**
- e) Employees posting into a different department within the same classification must remain in the department for a period of six (6) months. The above provisions will not apply where an Employee has posted into a different department within the same classification and opportunity to post a higher rated full-time job arises.**
- f) Employees may not decline posted openings once offered.**
- g) Openings not filled through posting may be filled by other means.**
- h) Subsequent openings created by transferred or promoted employees need only be posted on a one-time basis, when and if deemed necessary by management, save and except subsequently created day-shift positions for General Warehouse, Accuracy Control, Walkie and Forklift positions which will be posted for one more round only.**
- i) The date of appointment to the posted job shall be the first day the Employee begins work in the new job.**

29.02 All promotions to Walkie Driver, Forklift Driver and Accuracy Controller will be made within the posting procedures. For Driver roles, the employee posting with the most seniority shall be granted the opportunity to participate in the lift vehicle certification process, except for obvious conditions, which would impede the employee's ability to perform the higher-rated job. Should the seniority of two or more employees posting on a higher-rated job be the same, the posting shall be awarded by random selection, e.g. lottery. Management will Select Accuracy Control employees based on skill and ability. Accuracy Control candidates will be subject to written aptitude tests based on a pass percentage. If two or more Accuracy control candidates pass the test, selection will be based on seniority.

29.03 The position of Maintenance Employee, Leadhand and Lead Maintenance Employee will be posted when an opening occurs. Management will select Maintenance employees based on skill and ability. Maintenance Employees will be subject to written and/or practical assessments. Management will select Lead hands and Lead Maintenance Employees based on skill, ability and leadership potential. Candidates will be subject to written assessments, references and/or behavioural assessments. If two candidates are relatively equal, selection will be based on seniority. If two equally qualified candidates have the same seniority, selection will be by lottery.

- 29.04** An employee who has posted to an opening or is in training for a higher-rated job should be given a full thirty (30) working day trial period, to be completed within a ninety (90) calendar day period.
- 29.05** In the event a posting is not made permanent, that is, an employee does not complete the trial period provided as noted above, the employee shall be returned to his/her former position on his/her former shift, at his/her former facility at his/her former rate of pay. The next most senior applicant on the posting list will then be given the opportunity to train in the posted job. This process shall continue until the posted job is filled. Where all applicants have been exhausted, the company may fill the position through other means.
- 29.06** An employee who fails to maintain the standards of the higher-rated job may be returned, within one (1) year to a lower-rated job on his/her former shift at his/her former facility at his/her former rate of pay. Such shall also be the case where any Associate voluntarily steps down from a higher-rated job.
- 29.07** An employee who fails to maintain the standards of the higher rated job after one (1) year in the higher-rate job will be reassigned to a General Warehouse position, remain on the same shift and assigned to an available department at management's discretion. Employees will keep the wage increase received at the time of promotion, but will be red-circled at that rate until his/her new job classification rate becomes equal to the red-circled rate.

ARTICLE 30 - LEAVE OF ABSENCE

30.01 a) Employees may request an unpaid compassionate leave of absence for up to thirty (30) consecutive days. Compassionate leaves may be granted for urgent personal and family illness/emergency matters. Such leave may be extended in extenuating circumstances with prior approval from the Company. Proof of the reason for the leave and/or extension, may be requested by the Company. Such leave shall not be unreasonably denied.

The Company understands that documentation to support compassionate leave may not be immediately available. In those cases, the Employee shall provide proof when reasonable possible.

b) Employees with a minimum of one (1) year of service may request a scheduled leave of absence once every two (2) calendar years, for any reason. **The return date of a previous scheduled extended leave will be used to calculate eligibility for future leaves.** The duration of the leave shall not exceed eight weeks, including any vacation or floater time taken. **The Company will endeavour to approve up to 4% of the total population (divided equally between the facilities) at any time, subject to the needs of the business.** Leaves will be approved on a first come, first served basis. If there is a conflict between requests, seniority will govern. The Company shall provide the Union with a copy of any approved leaves.

30.02 Maternity and Parental Leave shall be as set out in the *Employment Standards Act*.

- 30.03 All requests for leave of absence shall be made in writing by the employee on a Leave of Absence form, with approval in writing by the Company. The Company will endeavour to respond to leave requests within ten days.
- 30.04 It is not the intent of the parties of this Agreement that leave benefits under Section 50 of the Employment Standards Act of Ontario, or any other government approved leave benefit be added to any leave benefits set forth in this article, or any other paid or unpaid leaves set forth in any part of this Agreement.

ARTICLE 31 – SICK LEAVE

- 31.01 In the first year of employment, a new employee will be entitled to pro-rated sick hours, following successful completion of the probationary period, according to the following schedule:

Start Date	90 day Probation Ends	Paid Sick Hours
October	January	40
November	February	40
December	March	32
January	April	32
February	May	24
March	June	24
April	July	16
May	August	16
June	September	8
July	October	8
August	November	0
September	December	0

- 31.02 Each January thereafter, employees will be credited with forty (40) sick hours for the duration of the calendar year for bonafide sickness at the employee's straight time rate of pay.
- 31.03 Effective the second year (Jan. 1/06) of the collective agreement, employees will be credited with an additional eight (8) hours sick time per year for bonafide sickness at the employee's straight time rate of pay.
- 31.04 The Company may demand reasonable proof of illness after three (3) or more consecutive days in duration, unless there is a bona fide reason to request it beforehand.
- 31.05 Sick leave shall not accrue during the term of any absence, except where legally required.
- 31.06 Employees must contact their Supervisor in person, prior to the start of the shift, when calling in sick or for any other unscheduled or unapproved absence. In the event the employee is unable to reach his/her Supervisor directly, he/she is required to leave a voice mail .
- 31.07 Unused sick leave may be accumulated to a maximum of five (5) days. Accumulated unused sick leave may be taken as sick leave during the following year only.

ARTICLE 32 – HEALTH AND SAFETY

- 32.01 There shall be a joint labour-management health and safety committee in each facility with a minimum of three (3) members of management per committee. Each committee shall be comprised of **six (6)** union representatives including representatives from each shift plus one (1) WSIB Representative for first shift plus one WSIB Representative for second shift. All union representatives shall be selected by the union.

32.02 The Committee shall meet once every six (6) weeks. All meetings shall be held during regular working hours and on company time, and shall be co-chaired by one representative from the union and one representative from management. Notwithstanding the language in this clause, any health and safety committee practices shall remain in force if said practices exceed the provisions set forth herein, unless the committee deems it necessary to revise said practices.

32.03. The role of the committee shall be to provide recommendations to the Company and the Company shall Endeavour to correct unsafe conditions in a timely manner.

ARTICLE 33 - RIGHT OF VISITATION

33.01 Official representatives of the Union, upon notice to the Facility AVP or Human Resources Management, shall be permitted free access to the bargaining unit work areas, where its members are employed, for the purpose of observing if the conditions of this Agreement are maintained, and for any other reasonable purpose arising out of the operation of this Agreement, provided there is no interference with the business of the Company.

ARTICLE 34 – EXAMINATION OF RECORDS

34.01 The Union shall have the right at all reasonable times and upon reasonable notice to the Company to investigate only such books and records of the Company as are necessary in order to ascertain whether the provisions of this Agreement are being fully complied with. The Company shall have the right to have its representative accompany the Union representative upon such investigation, and shall further have the right to redact personal confidential information.

ARTICLE 35 - BEREAVEMENT

- 35.01 In the event of the death of a loved one (spouse/common-law partner, child, step-children, son-in-law, daughter-in-law, parent, step-parent, mother-in-law, father-in-law, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, grandparent, spouse's grandparents, grandchildren) employees covered by this Agreement will receive full pay for five (5) days of mourning, not including Saturday or Sunday.
- 35.02 The funeral of a member of the bargaining unit may be attended without loss of pay during working hours, by up to no more than three (3) employee representatives. Designated attendees will be from different departments within the facility. The company shall consider additional time off for employees within the facility.
- 35.03 Employees shall be required to provide proof of death in an acceptable format for any payment under this Article within three months following the death of the family member. If valid proof is not received within this time frame, the Company may recover any monies paid as bereavement leave.

ARTICLE 36 – SAFETY SHOE ALLOWANCE

- 36.01 The Company shall reimburse employees up to **\$125.00** every year for the cost of purchasing safety shoes.

ARTICLE 37 – JURY DUTY

37.01 An Employee who receives notice for jury duty or has been subpoenaed as a Crown Witness shall immediately notify management. Employees who have been employed at least ninety (90) days who are required to report for jury duty or serve on a jury on any scheduled work day shall be paid the difference between the sum received for jury duty and the employee's regular daily pay, providing the employee provides the Company with a Certificate of Service signed by the Clerk of the Court showing the amount of any fee received. On such days, the employee shall be available to work regularly scheduled hours that remain possible as a result of when such witness or jury duty starts or finishes. The employee shall call his/her supervisor or designate to ascertain whether it is necessary to report for work. Regular pay is defined as the individual employee's average straight time hourly earnings including any shift premium.

ARTICLE 38 – EXPIRATION AND RENEWAL

38.01 This agreement shall be in effect from the **1st day of February 2014 to and including the 31st day of January 2017**, and shall continue from year to year thereafter, unless either party shall give written notice to the other party at least sixty (60) days prior to the expiration date of any succeeding year of its desire to alter, amend, or terminate this Agreement.

Dated at **Mississauga** this _____ day of **July**, 2014

**For Winners Merchants
Intl. LP**

**for Workers United Canada
Council on its own behalf and
on behalf of its Local 152**

Appendix “A”

Schedule of Wages and Classifications

Any GWA assigned to work in the Receiving or shipping department shall receive a \$.30/hour premium for all time worked in these departments. The premium will also apply to any Employee in a higher classification who is temporarily transferred into these departments working in the capacity of GWA.

Any employee covered by this Agreement working on the second (2nd) shift (between 11.30 am and midnight) shall receive an hourly shift straight-time wage differential of fifty cents (\$.50) per hour for all hours worked on the shift

Any employee covered by this Agreement working on the third (3rd) shift, between 6.30 pm and 6.30 am) shall receive an hourly shift straight time differential of seventy-five (\$.75) per hour for all hours worked on the shift.

WAGES

Associates hired prior to January 31st, 2008 will be eligible for the following increases;

- **December 21, 2013 .50 cents**
- **December 21, 2014 .50 cents**
- **December 21, 2015 .50 cents**

Associates hired between February 1st, 2008 and January 31st, 2011 will be eligible for the following increases;

- **December 21, 2013 .60 cents**
- **December 21, 2014 .50 cents**
- **December 21, 2015 .50 cents**
- **June 19, 2016 .50 cents**

Associates hired between February 1st, 2011 and January 31st, 2014 will be eligible for the following increases;

- **December 21, 2013 .60 cents**
- **December 21, 2014 .40 cents**
- **June 21, 2015 .45 cents**
- **December 21, 2015 .45 cents**
- **June 19, 2016 .60 cents**

Employees hired after February 1st, 2014 will be paid according to the following:

The minimum starting wage will be eleven-fifty (\$11.50) per hour and will be eligible for the following increases:

- **December 21, 2013 .60 cents**
- **December 21, 2014 .40 cents**
- **June 21, 2015 .45 cents**
- **December 21, 2015 .45 cents**
- **June 19, 2016 .60 cents**

All Associates on payroll by January 31st, 2017 will make no less than \$14.00.

The Employer with advance notice to the union may increase the new hire rate if necessary to maintain its ability to compete in the labour market. Any such increase will not adversely affect the union negotiated wage increases.

If an Associate is promoted and moves to another classification covered by the collective agreement, he/she shall be moved to the new classification rate at the level which provides for an increase to the employee;

PROMOTIONS:

	START	12 Months	24 Months	36 Months
GWA				19.95
				20.45
				20.95
AC/Maint/Walkie/Sweeper	15.79	18.98	20.43	21.96
	16.29	19.48	20.93	22.46
	16.79	19.98	21.43	22.96
Forklift/Leadhand	17.06	20.60	22.49	24.02
	17.56	21.10	22.99	24.52
	18.06	21.60	23.49	25.02
Lead Maintenance	21.90	22.10	23.99	25.52
	22.40	22.60	24.49	26.02
	22.90	23.10	24.99	26.52

Appendix “B”

Summary of existing plan plus these changes:

Vision Care - **\$230.00** every two calendar years.

Prescription deductible: \$3 per script

Dental care – level I and II to be reimbursed at 100%, level III and IV to be reimbursed at 50% based on the previous year ODA schedule. The annual maximum shall be \$1,500 for all levels combined.

Short Term Disability: Employees off work due to illness who are collecting Employment Insurance premium (EI) benefits will receive a 10% top-up to pay to pay to a maximum of 67% of the employee’s monthly insurable earnings. The qualification for the top-up is subject to medical approval through a third party carrier.

Long Term Disability – The Company shall pay the premiums for a long term disability policy. The insured policy shall reimburse employees at 66.7% of the employee’s monthly insurable earnings to a maximum of \$1,500.00 per month. The benefits shall be payable after the employees 17th week of illness and shall continue to a maximum of 2 years of benefits.

The qualifications for disability benefits are subject to medical approval.

PRACTITIONER / PARAMEDICAL SERVICES as per current benefit plan with the following additions;

Inclusion of Homeopathic services that could be used in lieu of Naturopath services

Effective Year **One**

- Physiotherapist – limit **\$25** per visit to maximum of \$350 per calendar year.
- Massage Therapists – limit **\$25** per visit to maximum of \$350 per calendar year.
- Chiropractor – limit **\$25** per visit to maximum of \$350 per calendar year.
- Podiatrist – limit **\$25** per visit to maximum of \$350 per calendar year.
- Naturopath/Homeopathic – limit **\$25** per visit to maximum of \$350 per calendar year.

Effective Year **Two and Three**

- Physiotherapist – limit **\$30** per visit to maximum of \$350 per calendar year.
- Massage Therapists — limit **\$30** per visit to maximum of \$350 per calendar year.
- Chiropractor – – limit **\$30** per visit to maximum of \$350 per calendar year.
- Podiatrist – limit **\$30** per visit to maximum of \$350 per calendar year.
- Naturopath/Homeopathic – limit **\$30** per visit to maximum of \$350 per calendar year.

Letters of Understanding

1. It is the intent of the parties that Article 23.05 should be interpreted and applied as follows:
 - When an Employee has a complaint, the Supervisor and the Employee will first meet one-on-one to try and resolve the issue prior to the grievance process being initiated.
If the parties are unable to resolve the issue, and it is deemed to be a grievable issue, the Employee may then request a union steward as per Article 22.02 and the grievance process is then initiated at Step One.
In the event the Employee is required to meet with more than one member of management to try and resolve the issue, the Employee has the right to request a union Steward (or WSIB Representative where appropriate), which shall not be unreasonably denied.
2. The parties agree that for the term of this agreement, subject to the provisions of Article 11.05, rounding up will be defined as follows; Whatever percentage is used in the calculation that results in a fraction will move to the next whole number (example: if the calculation equals 11.2 it rounds to 12 or if the calculation equals 8.6 it rounds to 9).
3. Supervisors as a normal course of business will not call an Employee or ask for doctor's notes from Employees while they are using paid sick time.

4. The percentage allowance for leaves referred to in 30.01(b) of the collective agreement shall be determined as follows:

Upon ratification and on January 1st in each subsequent year of the collective agreement, 4% of the total population of both facilities will be determined and then divided equally between both facilities.

5. EMPLOYEE BACK-UP PROCEDURE

It is agreed that the following document outlines the agreement between WMI and WORKERS UNITED Canada Council with respect to utilization of Back-Up positions within the West Drive and American Drive Distribution Centre.

Collective Agreement Interpretation: Back-up Jobs

- While the Collective Agreement does not specifically recognize the existing company practice of utilizing Employees in higher classifications through secondary, temporary, or “back-up”, jobs, it is understood such positions provide Employees with an opportunity to develop and practice skills and abilities, as well as temporarily increase their earnings, outside of their regular job.
- The following interpretations are intended to address and clarify the question of how an Employee holding a secondary “Back-up” job in a higher-rated classification is treated with respect to provisions of the Collective Agreement.

Posting Process for Back-up Job

Procedure

It is agreed that the general provisions under Article 29 – Job Postings of the Collective Agreement are to apply to back-up positions. It is also understood the following provisions, not defined under the Collective Agreement, apply:

1. Due to the temporary, “as-business-needs” short notice utilization of back-up jobs, it is agreed that postings for back-up job openings are site and shift specific, i.e. not posted at both locations.
2. Employees working on the shift, in which the vacancy is posted, are eligible to post for the back-up position (i.e. Back-up postings are shift specific).
3. Employees who successfully post to a back-up job will be restricted from posting to another back-up job for a period of six (6) months, as per the provisions under Article 29.01. However, this six (6) month restriction will not be applied to Employees who hold a back-up job and wish to post a higher-rated **full time** job.
4. Employees may only hold one back-up job at any given time.
5. Employees holding a back-up job must post for full-time opportunities, even when in the same classification as the back-up job, as per provisions under Article 29 of the Collective Agreement.
6. The Employees with the most seniority shall be granted the opportunity to train in the higher-rated back-up job, except for obvious conditions, which would impede the Employee’s ability to perform the higher-rated job (Article 29.02 of the Collective Agreement).

7. Employees will keep their back-up role if they are promoted to a new full time position at the same facility, (i.e. full time AC, Forklift, etc.), providing the new position is on the same shift. However, it is proposed that a 90-day waiting period apply to perform current back-up duties in order to effectively train in the new position. Employees may also keep their back-up role if they transfer to another department on the same shift at the same facility. Employees **may not** keep their back-up role if they are promoted to a new position on a different shift or facility or if they transfer to another department on a different shift or facility.

Offering Work to Employees holding a back-up position in a Higher Classification

- Employees who have successfully posted for a back-up job will be provided a full thirty (30) working day trial period, to be completed within a ninety (90) calendar day period, unless the Company and Union mutually agree that, for obvious reasons, the training should be terminated (Article 29.04) of the Collective Agreement).
- Upon successful completion of the trial period, subject to the needs of the business, Employees holding a higher-rated back-up job will be provided the opportunity to perform the higher-rate job.
- Where there is more than one Employee holding the same back-up job classification at the same time, the opportunity to perform the higher-rated job will be offered by seniority month the Employees holding the same higher-rated job classification. Where two Employees have the same seniority date, selection will be by lottery.

Availability of Overtime work in a Back-up Job

- Where an opportunity arises to perform work overtime in a back-up job, the opportunity will be offered by seniority first to those Employees actively performing the back-up job on the day in question.

- Should a situation occur where no back-ups in a particular higher-rated job have been utilized through the day and the need arises in which overtime is required in the higher-rated job, all full-time Employees in the higher-rated job working that day will first be offered the opportunity to work overtime by seniority within the shift.
- The opportunity to perform the higher-rated job at the overtime rate will be offered by seniority by shift among the Employees holding the same higher-rated job classification in a back-up capacity once all full-time Employees in that classification have been offered.

Availability of Overtime work in the Home Department of an Employee Performing a Back-up Role

- On a given day, should an Employee be performing work in a higher-rated job in a back-up capacity and the opportunity to work overtime arises in the Employees home department in their non-back-up (i.e. base) job, the Employee shall be treated as being in the home department and shall be offered the opportunity to work overtime in their home department in base job accordance with Article 16.02 of the Collective Agreement.
- Should overtime be available in both the home and back-up departments, the Employee will be offered the opportunity to work overtime as per Article 16.02 of the Collective Agreement and with respect to provisions noted above.

Payment of Back-up Rate

- It is understood that an Employee will receive the appropriate back-up rate when performing work in the back-up role only.
- It is also understood that this includes overtime worked during the week.

Back-Up Wage

- **At the time of promotion into a back-up position, an Employee shall be moved to the new classification rate at the level on the new scale which provides for an increase as per Appendix A of the Collective Agreement.**
- Hours worked will be tracked while the Employees hired prior to February 1, 2008 is in the back-up role. Once the Employee has worked the equivalent of one Year (2080 hours) in the back-up role, his/her rate will be increased to the new level on the grid.
- The back-up rate will also increase in the circumstance where the full-time rate becomes higher than the back-up rate (including December increases). When this occurs, the hour accumulation in the role will revert back to zero (0) and will begin to accumulate again.
- Once the Employee is promoted into a full-time position, the collective agreement provisions under Appendix A will apply except where the back-up rate is higher. In this circumstance, the rate would stay the same and the Employee would wait 12 months to move to the new rate, as per the collective agreement.
- It is agreed that hours for existing back-ups at the time of signing this document (July 2004) will be calculated and those Employees who have worked 2080 hours or greater as of July 5, 2004 will receive the appropriate rate increase back-dated to July 5, 2004. It is further agreed that any hours worked over 2080 will be deleted, and the hours accumulation will again start at zero (0) as of July 5, 2004. Those Employees who have not worked 2080 hours as of July 5, 2004 will continue to accumulate hours until they reach 2080 hours, where the appropriate rate increase will occur and the hour's accumulation will return to zero (0).