

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**RETAIL WHOLESALE CANADA\  
CAW DIVISION  
LOCAL 414**

**AND**

**THE GREAT ATLANTIC & PACIFIC  
COMPANY OF CANADA, LIMITED**

**EFFECTIVE DATE: JUNE 10, 2001  
EXPIRY DATE: OCTOBER 11, 2003**

**00506 (08)**

## INDEX

<u>ARTICLE</u>	<u>PAGE</u>
	Preamble 4
I	Recognition 4
II	Management Functions 5
III	Seniority 5 - 14
IV	Leave of Absence 14 - 16
V	Strikes and Lock-outs 16
VI	Negotiating Committee 16 - 17
VII	Grievance Procedure 17 - 21
VIII	Arbitration 21 - 22
IX	Appendix "A" 22 - 25
X	Union Security 25 - 26
XI	Bereavement Pay 26
XII	Visits by Union Representatives 26 - 27
XIII	Bulletin Boards 27
XIV	Jury Duty 27 - 28
XV	Relationship 28
XVI	Hours of Work and Overtime 29 - 43
XVII	Specified Holidays 43 - 48
XVIII	Vacations 48 - 50
XIX	Protective Clothing 51
XX	Employee Injuries 52
XXI	Part Time Employees 52 - 53
XXII	Temporary Assignments 53 - 54
XXIII	Temporary Transfers 55 - 56
XXIV	Benefits 56 - 60
XXV	Duration and Termination 60 - 61
XXVI	Successors and Assigns 61
	Appendix "A" 62 - 63
	Appendix "B" 64
	Letters of Understanding 65 - 87

**THIS AGREEMENT made this 10th day of June, 2001**

**BETWEEN**

**THE GREAT ATLANTIC & PACIFIC  
COMPANY OF CANADA, LIMITED**

**(herein called the "Company")**

**OF THE FIRST PART**

**AND**

**RETAIL WHOLESALE CANADA\CAW DIVISION  
LOCAL 414**

**(herein called the "Union")**

**OF THE SECOND PART**

## **PREAMBLE**

The purpose and the intent of this Agreement is to promote cooperation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Company, to promote efficiency and service, as well as to cover wages, hours and working conditions.

It is further agreed that the development of the proper relationship can only be achieved and maintained by a reasonable and sensible approach to the problem, at the same time recognizing that the best possible working conditions are the objective of both parties but also realizing that the thinking in the matter must in an overall way, be properly related to competitors and to local conditions.

## **ARTICLE I - RECOGNITION**

- 1.01        The Company recognizes the Union as the exclusive bargaining agent for all employees employed by the Company in its Grocery, Perishable Products and Frozen Food Distribution Centres in the province of Ontario save and except foremen, supervisors, persons above the rank of foreman and supervisor, salaried office staff, persons regularly employed for not more than twenty-eight (28) hours per week and students employed during the school vacation period (May 1st to September 15th).
- 1.02        The term "employee" or "employees" as used in this Agreement, unless clearly specified otherwise shall mean only those employees who are included in the bargaining unit as described in Section 1.01 above.

## **ARTICLE II - MANAGEMENT FUNCTIONS**

- 2.01 The Union acknowledges that it is the exclusive function of the Company to:
- (a) maintain order, discipline and efficiency;
  - (b) generally to manage the enterprises in which the Company is engaged and without restricting the generality of the foregoing, the right to plan, direct and control operations, direct the work forces, determine the number of personnel required from time to time, the standards of performance, the number and location of Distribution Centres and facilities, services to be performed and the methods, procedures and equipment in connection therewith, determine the goods to be handled and produced and the methods, processes and means of production and the control of material to be incorporated in the products produced, the products to be handled, the schedules of work, the extension, limitation, curtailment or cessation of operations;
  - (c) hire, discharge, direct, transfer, classify, promote, demote, lay-off, recall and suspend or otherwise discipline employees subject to the right of an employee to lodge a grievance in the manner provided in Article VII.

## **ARTICLE III - SENIORITY**

- 3.01 An employee will be considered on probation and will not be subject to the seniority provisions of this Agreement, nor shall his name be placed on the seniority list until after he has completed forty-five (45) worked days of employment with the Company. Upon completion of such probationary

period the employee's name shall be placed on the appropriate seniority list. The dismissal of a probationary employee shall be in writing and a copy given to the Chairman of the Grievance Committee. Such dismissal shall not be subject to a grievance.

3.02 The Company agrees to post in each Distribution Centre quarterly the revised seniority list, with copies to the Union Office and the members of the Grievance Committee. The order of seniority of all existing employees shall be in accordance with the order of names shown on the seniority list dated September 8, 1984. The order of seniority of employees hired after that date, who have successfully completed the probationary period, shall be determined in accordance with the following:

- (a) full time start date;
- (b) full time start time, to be staggered.

Employees of the G.A. Love Distribution Centre who were full-time as of the date of acquisition shall be credited with a permanent seniority date of January 15, 2000, and their full service date with G.A. Love shall be utilized for the purpose of vacation and benefits.

Should an employee disagree with his assigned seniority date, he must do so within thirty (30) days of the posting in the employee's Distribution Centre of the first seniority list that includes the employee's name.

3.03 Lay-offs, transfers, recalls or the filling of job openings by posting within the bargaining unit will be dealt with on the basis of seniority, provided that the qualifications of the employees concerned are relatively equal with respect to physical fitness, skill and ability to do the work, and in the case of recalls, those concerned are available to do the

work.

One (1) month prior to the normal or early retirement of an employee in the receiver, shipper, or checker classification, should the Company determine that such retirement creates a job opening, the Company shall post notice of such retirement, and respond to indications of interest in the job by allowing the most senior applicant to familiarize himself with the position for a period not exceeding two (2) weeks, prior to the application of Section 3.03.

It is further agreed that for the purpose of the lay-off and recall provisions of this section an employee's entitlement shall not apply to the classifications of Building Maintenance, Stationary Engineer, Mechanic, and Truck Driver, such employees having lay-off, recall, and job posting rights solely within their own classifications.

In the case of lay-off, probationary employees will be laid-off first.

A person on lay-off, who has completed the probationary period, shall be given the first opportunity for available part time hours, up to eight (8) hours per day, by seniority provided such person is available and has the physical fitness, skill and ability to do the work. Such laid off employee must submit each week a completed availability form supplied by the Company no later than the Wednesday of the prior week. Payment for such work shall be at the employee's rate of pay at the time of the lay-off, for the period of time that the employee has recall rights.

- 3.03 (a) It is further agreed that the entitlement under any Section of the Collective Agreement of an employee for any other classification shall not apply in the Cash and Save area, Cash and Save employees having seniority rights under any Section of the Collective

Agreement solely within their own area.

- 3.04 A person shall lose all seniority and shall be deemed to have terminated employment with the Company if he:
- (a) voluntarily quits;
  - (b) is discharged for cause and the discharge is not reversed through the Grievance Procedure;
  - (c) is laid off for a period of eighteen (18) months;
  - (d) fails to report for work within seven (7) days after being notified by registered mail (with a copy to the Union Office) by the Company following the lay-off or fails to advise the Distribution Centre Manager, or appointee within five (5) days of his intention to report to work pursuant to the notification. Proof of illness (authentic Doctor's Certificate), or proof of inability to communicate shall constitute a satisfactory reason;
  - (e) fails to return to work at the expiration of a leave of absence without a reason satisfactory to the Company. Proof of illness (authentic Doctor's Certificate), or proof of inability to communicate shall constitute a satisfactory reason; or
  - (f) has a continuous unreported absence for two (2) days without permission or without a reason satisfactory to the Company. Proof of illness (authentic Doctor's Certificate), or proof of inability to communicate shall constitute a satisfactory reason.
- 3.05 It shall be the duty of employees to notify the Company promptly on forms supplied by the Company, of any change in address, telephone number, marital status, number of dependents, or other related information that may be required from



time to time, and the employee shall retain a signed copy of such form. If an employee fails to do this, the Company will not be responsible for failure to comply with any part of this Agreement where such information is necessary in order to comply. The Company will supply to the Local Unit Secretary and Local Union Office a list of the names and addresses of the employees as well as a list of telephone numbers not less than twice yearly.

- 3.06 (a) A job opening within the bargaining unit, excluding the replacement of employees on vacation, leave of absence or illness, will be immediately posted by 1:30 p.m. on Friday, and remain posted on the Distribution Centre bulletin boards until 1:30 p.m. of the following Wednesday (Thursday where there is a holiday on Monday). Such postings will include the department, job classification, the work week and the shifts involved. Prior to the job posting being removed, applicants will complete and submit a three-copy application form to the member of supervision in each distribution centre who is assigned the responsibility of acknowledging receipt. Should an applicant apply for multiple postings in the same week, he shall prioritize his preference. The applicant shall retain a copy, and the third copy will be forwarded to the Chief Steward. Interested candidates must make their wishes known by 1:30 p.m. Wednesday of the same week (Thursday when there is a holiday on Monday). The Company in making its selection will consider all of the applicants who have submitted a timely application before considering other candidates. Applicants shall be considered having regard to the terms and factors as contained in Section 3.03 hereof. However,

if none of the applicants is qualified to perform the job satisfactorily, the Company shall have the right to fill the position from other sources, provided that unawarded vacancies in all classifications other than selector have been reposted until filled to a maximum of two (2) times. The successful applicant will be placed on the job in accordance with his shift preference as set out in Section 3.10, within twenty-one (21) days from the date of such posting.

All new bargaining unit positions which may be created by the Company during the life of this Agreement shall be posted in accordance with the above, except that the foregoing shall in no way limit the Company's right to experiment or innovate up to a maximum of three (3) months. The Company will discuss such experiment or innovation with the Grievance Committee as its inception.

- (b) The replacement of employees absent due to leave of absence, Workers' Compensation, or illness shall be dealt with in the following manner and sequence:
  - (i) By temporary assignment as per 22.01 but not to exceed twenty-two (22) days, or
  - (ii) By a posting within a Distribution Centre for a temporary opening, having regard to the terms and factors as contained in Section 3.03 hereof, as soon as the employee to be replaced has provided the Company with a reasonable estimate of the length of the absence, or the absence exceeds sixteen (16) worked days. The job will be posted every six (6) weeks thereafter until the employee returns to work. Prior to making such

temporary posting, an employee within such classification and distribution centre, who makes his wishes known, shall be moved to the temporary opening and in such case his job shall be temporarily posted. Such employee shall make his wishes known in writing on a form supplied by the Company, which shall be valid and shall apply for the balance of the calendar year in which the request is submitted, unless the employee advises the Company of any exceptions. By 7:00 a.m. Wednesday of each week, the Company will confirm with employees who have letters on file which jobs are to be posted, except with regard to employees with a letter on file who are absent from work, in which case the Company will endeavour with a steward present to contact such employees by noon on Thursday. Those employees who cannot be contacted as above will be bypassed. If an employee is eligible for more than one (1) temporary posting in a week, either as a result of a job award or a letter on file, he will be canvassed by the Company for his preference. An employee who receives a posting to a temporary opening either as a result of a job award or a letter on file shall remain in such position until the absent employee returns or the posting has expired.

Employees returning from such leave of absence or illness shall be returned to their former position provided there has been no loss of their skill and ability, and the employee filling the opening shall

be returned to his former position. However, should the job of an employee be posted by the Company during a lengthy absence, and should such employee subsequently return to work, he shall return to a position in accordance with the provisions of Section 3.03.

- (c) In the event that the Company determines that it requires vacation relief in the positions of porter, checker, receiver, shipper, fork lift, and general warehouse, the Company shall make such determination on a weekly basis. Prior to making such temporary posting, an employee within such classification who makes his wishes known in writing and who is available for the duration of such vacation relief, shall be moved to the vacated position, and in such case his job shall be temporarily posted. Such written notification shall be on a form supplied by the Company, which shall be valid and shall apply for the balance of the calendar year in which the form is submitted, unless the employee advises the Company of any exceptions. By 7:00 a.m. Wednesday of each week, the Company will confirm with employees who have letters on file which jobs are to be posted, except with regard to employees with a letter on file who are absent from work, in which case the Company will endeavour with a steward present to contact such employees by noon on Thursday. Those employees who cannot be contacted as above will be bypassed. The Company shall temporarily post such assignment by 1:30 p.m. on Friday prior to such assignment. Interested candidates must make their wishes known by 12:00 noon Wednesday (Thursday where there is a statutory holiday on the Monday), of the week prior to the assignment, and the Company shall make its selection on the basis of seniority providing that the physical fitness, skill and ability of the employees concerned are relatively equal. The

successful candidate shall be available and shall be so assigned to the posted shift and classification for the duration of the individual's vacation period in each case.

- (d) A posting to a temporary opening as defined in 3.06 (b) (ii) and 3.06 (c) above shall be interrupted and the temporary opening reposted, when any employee associated with the temporary posting is affected by a permanent job award, a shift change, a declared redundancy, or such employee's subsequent extended absence.

3.07 Employees wishing to exercise their seniority to post for lateral or downward job classifications will be limited to one (1) such posting in a six (6) month period. Effective from the date of such successful posting they will not be entitled to post for such classifications for a period of six (6) months. This provisions shall not apply to higher or temporary postings.

3.08 The Company shall have the right to train new employees on any shift, for whatever period of time is deemed necessary, but not to exceed twenty-one (21) days and provided no full time employees are displaced.

3.09 An employee unable to perform his previous duties due to an injury received in the employ of the Company, or an employee of long service who has become unable to handle his job, may be reclassified and given such other work as is available and which he is capable of performing. Employees may elect to have a steward present during the discussion of such reclassification.

3.10 Seniority in each job classification within the individual Distribution Centres may be exercised for preference of hours as such hours may be scheduled by the Company, provided, however,

that the qualifications of the employees concerned are relatively equal with respect to physical fitness and skill and ability to do the work, and further provided that once an employee has exercised his preference, he may not exercise his preference for a period of twelve (12) months dating from his last shift preference in that or any other classification. Such request for preference of hours shall be submitted by the employee in writing on a form supplied by the Company with a copy to the employee, and if successful, shall be acted upon by the time of the employee's next posted work schedule if the request was submitted on or before the Monday of that week.

When a permanent opening occurs, which for the purpose of this Section, would also include a situation where an employee's days off are to be changed, the senior employee of the classification concerned who makes his wishes known, and who at the time is on a different shift in the Distribution Centre concerned, will be placed on the shift without having to exercise his shift preference.

If within six (6) months of having exercised his preference for hours as provided by this clause, an employee is assigned to work different hours as the result of a shift change instituted by the Company, or as the result of a senior employee exercising his shift preference, such employee in this instance will move to any shift that his seniority will allow, and will have his shift preference restored.

- 3.11 Persons employed by the Company in its Grocery, Perishable Products and Frozen Food Distribution Centres who have been or will be transferred out of the bargaining unit will be credited with seniority equal to their total length of service with the Company, except that their seniority shall be reduced by the period of time

they were out of the bargaining unit. Such seniority credit during the twelve (12) months following the date of return to the bargaining unit shall only apply with respect to layoffs. A person who transfers out of the bargaining unit after February 9, 1991 will not, if he subsequently returns to the bargaining unit, be credited with seniority, if such return is more than one (1) year after his departure.

Such persons will be returned to the Selector classification, and shall not be eligible for an appointment by the Company as a lead hand for a period of twelve (12) months following their return to the bargaining unit. No person will be transferred into the bargaining unit when there is an employee covered by this Agreement on lay-off with recall rights.

- 3.12 In the case of lay-off for employees with more than three (3) months seniority, an employee will be given at least one (1) week's notice or one (1) week's pay in lieu thereof. Employees will be laid-off in accordance with the provisions of the Ontario Employment Standards Act.

#### **ARTICLE IV - LEAVE OF ABSENCE**

- 4.01 All requests for personal leave of absence in excess of one (1) week shall be made to the Director Warehousing and Distribution or his appointee in writing by the employee concerned and the letter should indicate in full the reason for requesting the leave of absence. The granting or refusal of all such leaves of absence shall be at the discretion of the Company and shall be made in writing to the employee concerned with a copy to the Union Office, within fourteen (14) days of the receipt of the written request, except that in the case of an emergency, the Manager, Personnel or his appointee undertakes to reply to the written request as soon as possible. Any leave of

absence in excess of one (1) day granted in conjunction with the employee's vacation will be deemed to follow his vacation period.

4.02 If an employee is elected to an office in the Union and the performance of such office requires leave of absence, such leave of absence (up to a maximum of twelve (12) months) without pay, shall be arranged between the Union, the employee and the Company. Leave of absence shall state the length of time the employee may be absent (up to a maximum of twelve (12) months). Such employee shall be restored without loss of seniority to his former position or to a similar position as soon as it is available, at the then prevailing wage rate at the expiration of his leave of absence. This provisions becomes void, however, if the absence exceeds the period granted. A medical certificate shall provide a satisfactory reason for extending a leave of absence.

4.03 Leave of absence to attend Union conventions, courses and conferences will be granted without pay, and without loss of seniority provided that notice of one (1) month in the case of union conventions, and one (1) month where possible but no less than two (2) weeks in the case of courses or conferences is given to the Company and provided that not more than twelve (12) employees (twenty (20) employees in the case of the Stewards' Convention) are absent for such purpose at any one time.

#### **ARTICLE V - STRIKES AND LOCK-OUTS**

5.01 In view of the arrangements provided by this Agreement for the disposition of any grievance as herein provided, the Company agrees that there will be no lock-out of employees and the Union



agrees there will be no strike, slow-down, sit-down, or other action which interferes with work or operations, or picketing of any kind or form whatsoever, however peaceful.

## **ARTICLE VI - UNION COMMITTEES**

- 6.01 The Company agrees to recognize a Negotiating Committee of not more than nine (9) employees for the purpose of negotiating the Company with respect to any renewal of this Agreement as provided herein.
- 6.02 It is also agreed that prior to and during negotiations, the Negotiating Committee will be allowed a reasonable number of days off, without pay, to hold meetings relative to such negotiations.
- 6.03 The Company agrees to recognize a health and welfare committee of not more than three (3) employees, all of whom shall be appointed by the Union Local Director.
- 6.04 The Company agrees to recognize a Grievance Committee of not more than seven (7) employees for the purpose of meeting with the Company in accordance with Steps No. 1 and No. 2 of the Grievance Procedure.

It is agreed that such Committeemen, Stewards, and other Local Union officials have their regular duties to perform on behalf of the Company and that such persons will not leave their regular duties without receiving permission from their immediate supervisor, which permission will not be unreasonably withheld. In accordance with this understanding, the Company will compensate such Committeemen at their regular straight time hourly rate for time spent at such meetings during their regular working hours. An off-duty member of the Grievance Committee and/or Steward will be

paid for time spent at such meeting at his regular straight time hourly rate of pay, except that the foregoing does not apply to a Committeeman or a Steward who attends such a meeting while on vacation.

## **ARTICLE VII - GRIEVANCE PROCEDURE**

7.01 It is the mutual desire of the parties hereto that complaints or grievances of employees shall be adjusted as quickly as possible. A grievance concerning the interpretation, application or alleged violation of this Agreement may be processed within seven (7) days after the circumstances giving rise to the grievance originate or occur in the following manner and sequence:

The employee concerned and the Steward must discuss the complaint or grievance with the immediate Supervisor; failing settlement:

### **Step No. 1**

Within the above time limits, the written grievance shall be submitted by the Steward to the Distribution Centre Manager or his appointee. The grievance shall be signed by the employee and shall set out the nature of the grievance, the contract sections violated, and the remedy sought. The Distribution Centre Manager, or his appointee, shall hold a meeting of Company representatives with the Grievor, the Steward, the Grievance Committee and the Business Agent at a time mutually agreed upon by the Company and the Grievance Committee within seven (7) consecutive days following receipt by him of the written grievance, except where a grievance can be settled, in writing where requested, without a meeting being held.

The Distribution Centre Manager, or his appointee, shall deliver his decision to the grievor within seven (7) consecutive days after such meeting; failing settlement:

(If the reply at Step. No. 1 is unsatisfactory the grievance shall be turned over to the Union Grievance Committee and the Business Agent who shall determine if the grievance should be carried to Step No. 2.).

**Step No. 2**

Within seven (7) consecutive days after the decision is given under Step No. 1 the grievance may be submitted in writing by the Business Representative to the Manager, Industrial Relations. A meeting may be held within a further period of seven (7) consecutive days between the Manager, Industrial Relations and/or his appointee, the Grievance Committee and the Business Agent. The grievor, upon request, will attend the meeting where his grievance pertains to his suspension or discharge. The Manager, Industrial Relations, or his appointee's decision shall be delivered in writing to the Business Agent, the Chief Steward, and the grievor (representative grievor if a group grievance) within seven (7) consecutive days following the date of such meeting.

- 7.02 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application or alleged violation of this Agreement, including any question as to whether a grievance is arbitrable, such grievance may be submitted to arbitration as hereinafter provided, and if no written request for arbitration is received within fourteen (14) days after the decision under Step No. 2 is given, it shall be deemed to have been abandoned.
  
- 7.03 A policy grievance arising directly between the Company and the Union involving the interpretation, application or alleged violation of this Agreement shall be submitted in writing by the Business Agent, or in his absence, the Chief Steward. The parties agree that such a grievance shall not be submitted solely to circumvent the

normal Grievance Procedure provided in Section 7.01. In the case of the Union, such a grievance shall be submitted in writing, commencing at Step No. 2 of the Grievance Procedure, within twenty-one (21) days after the circumstances giving rise to the grievance originate or occur. In the case of the Company, such a grievance shall first be presented in writing to the Union within twenty-one (21) days after the circumstances giving rise to the grievance originate or occur and a meeting will be held within seven (7) days thereafter between representatives of the parties. Failing settlement, then within seven (7) days thereafter, the grievance may be referred to arbitration as hereinafter provided.

- 7.04        Should any employee grievance not be submitted within the time limits specified in this Article, it shall be considered to have been settled on the basis of the Company's reply to the grievance. If no written decision has been given to an employee at Step No. 1 within the time limits specified above, the grievance will be settled in favour of the grievor provided that such settlement shall not prejudice any future such complaint or grievance, or the employee shall be entitled to submit the grievance to the next stage including arbitration.
- 7.05        A claim by an employee who has completed his probationary period that he has been suspended or discharged without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Distribution Centre Manager within seven (7) days after the employee is suspended or discharged. Such suspension or discharge grievance may be dealt with under the Grievance Procedure by:
- (a)        confirming the Company's action in suspending or dismissing the employee; or

- (b) reinstating the employee with or without compensation for time lost; or
- (c) by any other arrangement which is just in the opinion of the parties or the Arbitration Board, if appointed.

The time limits as prescribed above may be modified by mutual agreement in writing of the parties.

Should an employee hired after October 12, 1976 give false or misleading information in the completion of his Application for Employment Form or about his medical history, it will be considered just cause for discharge.

- 7.06 A Steward of the employee's choice, or in his absence, a Steward, or in his absence, another employee will be present when an employee is disciplined, suspended or discharged. The employee may request that the Steward leave the meeting. Any reprimand, warning or disciplinary measure that becomes part of an employee's record regarding his work or conduct, other than a verbal warning, will be confirmed in writing, and the Company will forward to the employee and the Chief Steward a copy within seven (7) calendar days of when the alleged infraction becomes known, with the proviso that an extension of time limits will be granted by the Chief Steward, or in his absence, another member of the grievance committee, where extenuating circumstances can be demonstrated.

In the event an employee's employment is to be terminated by registered mail, the Chief Steward, or in his absence, the Union Representative, shall be notified in advance of such letter being sent.

- 7.07 The Union agrees to notify the Company in writing of the names of all Stewards and the area for which they are responsible. No employee will be

recognized by the Company as a Union Steward unless the Company has been properly notified as set out above. A Union Steward who transfers out of his area of responsibility will be considered to have resigned as a Steward unless the Company is advised differently by the Union.

If a Union Steward is absent from work due to illness, injury, vacation, or other similar circumstances, his Steward's duties may be undertaken by another employee in the area affected who will be known as the substitute Steward. It is understood that the substitute Steward will function only in the absence of the regular Steward. Substitute Stewards will be appointed by the Union and the Company will be notified in writing by the Chief Steward of the name and area of responsibility of any substitute Steward prior to his appointment.

It is understood and agreed that Union Stewards and substitute Stewards will function only in their area of responsibility, in the manner prescribed in 6.04, and that the employees in each area will be represented at all times by their area Steward.

- 7.08 All forms of discipline, with the exception of those pertaining to Article 5.01, which predate a disciplinary action by more than twenty-four (24) months shall not be adduced in evidence in any subsequent disciplinary proceeding in which the employee is involved.

## **ARTICLE VIII - ARBITRATION**

- 8.01 When either party requests that a grievance be submitted to arbitration as hereinbefore provided, it shall make such request in writing addressed to the other party to this Agreement, and at the same time nominate an arbitrator. Within seven (7) days thereafter the other party shall nominate an arbitrator; provided, however, that if such party

fails to nominate an arbitrator as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking arbitration. The two arbitrators so nominated shall confer within seven (7) days and shall attempt to select by agreement a Chairman of the Arbitration Board. If they are unable to agree upon such a Chairman within such period, they shall then request the Minister of Labour for the Province of Ontario to appoint an impartial Chairman.

- 8.02 No person shall be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance or in processing the grievance.
- 8.03 The Arbitration Board shall not make any decision inconsistent with the provisions of this Agreement nor alter, modify or amend any part of this Agreement but shall only consider the question in dispute. No matter shall be submitted to arbitration which has not been properly lodged and carried through all previous steps of the Grievance Procedure.
- 8.04 The unanimous or majority decision in writing of the Arbitration Board with respect to the matter coming within the jurisdiction of the Board, shall be final and binding upon the parties hereto and the employee.
- 8.05 Each of the parties hereto shall bear the expense of the arbitrator appointed by or for it and the parties shall jointly and equally bear the fees and expenses, if any, of the Chairman of such Board of Arbitration.

#### **ARTICLE IX - APPENDIX "A"**

- 9.01 The Company agrees to pay and the Union agrees to

accept for the term of this Agreement, the classifications and hourly rates applicable thereto as set forth in Appendix "A", which has been amended to reflect the following negotiated increases:

- An increase of 55 cents per hour retroactive to and including October 15, 2000 on all hours worked, including specified holiday and vacation pay.
- Effective October 14, 2001, an increase of 40 cents per hour.
- Effective October 13, 2002, an increase of 45 cents per hour.
- Retro to be paid within three (3) weeks of ratification.

#### 9.02

An employee shall receive a premium of sixty-five (65¢) cents per hour for those hours worked between 7:00 P.M. and 7:00 A.M.; alternatively, an employee, who is scheduled to work a shift starting between three (3:00) P.M. and seven (7:00) A.M., shall receive a premium of sixty-five (65¢) cents per hour for those hours worked between three (3:00) P.M. and seven (7:00) A.M. Also, an employee scheduled to work in the freezer plant shall receive a sixty (60¢) cents per hour premium for all such hours worked. An employee scheduled to work a regular shift between midnight Friday and midnight Saturday shall receive a premium of twenty-five (25¢) cents per hour for all such hours worked. An employee scheduled to work a regular shift between midnight Saturday and midnight Sunday shall receive a sixty (60¢) cents per hour premium for all such hours worked. An employee, who was hired prior to March 3, 2001 (excluding probationary employees) and who is regularly scheduled to work a full weekend shift consisting of both Saturday and Sunday, shall, instead of



the Saturday or Sunday premiums referred to above, receive a premium of three (\$3.00) dollars per hour for all hours worked on a Saturday and a Sunday. It is agreed that such premiums will not become part of an employee's regular straight time hourly rate, except that the freezer premium shall be included in the vacation pay of those employees regularly scheduled to work at the Frozen Food Distribution Centre, and those employees who are assigned to work at the Frozen Food Distribution Centre no less than the full four (4) weeks immediately prior to the vacation.

- 9.03 In the event that the Company determines that it requires a lead hand(s), such lead hand will be selected by the Director of Warehousing and Distribution. The Director will post an announcement in all Distribution centres advising employees that he is contemplating a lead hand assignment, stating areas of responsibility and duties, and requesting that interested candidates submit written resumes. The Director or his appointee shall interview such candidates within six (6) weeks where possible and make a selection, where an applicant qualifies for the assignment. Prior to finalizing such appointment, the Company will discuss its selection with the Union Executive Committee. Should an employee accept such an appointment, he shall receive a premium of fifty (.50¢) cents per hour for all hours worked while serving in the capacity of lead hand. The successful candidate shall assume the job classification as set out in the announcement. A lead hand checker may be exempt from the provisions of Article 3.10 with reference to shifts if he is only performing the duties of lead hand checker.

The position vacated by the successful candidate, if any, will first be filled by temporary assignment in accordance with Section 22.01, and then by posting in

accordance with Section 3.06 (a).

Should the employee either request that he be released from the assignment or be replaced at the Company's discretion by another employee, or should the assignment be discontinued by the Company, the employee will be returned to his former job classification, department and shift and any employee surplus that may result in such classification shall be dealt with in accordance with Section 3.03.

- 9.04 Every employee with twelve (12) months' service, and in the service of the Company as of December 1st of each year shall receive a bonus of one week's pay calculated on the basis of the employee's regular hourly rate of pay as of such December 1st.

The bonus will be paid on or before December 15th of each year. An employee absent from work for reasons other than lay-off, in excess of six months in any qualifying calendar year shall have his bonus pro-rated based upon his actual time at work. The bonus will be pro-rated for any employee on lay-off who has been on lay-off for thirty (30) calendar days or more as of December 1st and pay will be based upon the number of months worked in the qualifying year.

- 9.05 Any error resulting in a shortage in an employee's pay in excess of fifty (\$50.00) dollars will be adjusted no later than the end of the employee's shift following the day that the employee brings the shortage to the Company's attention. Any error resulting in a shortage of fifty (\$50.00) dollars or less which is brought to the Company's attention by Friday will be adjusted in the pay for the following week.

Each employee's pay cheque or direct deposit stub shall be placed in an individual envelope.

## **ARTICLE X - UNION SECURITY**

10.01 All employees hired on or after the date of certification must become a member of the Union upon completion of their probationary period and remain a member in good standing during the term of this Agreement. New employees shall make application for membership in the Union as of date of hire. Such application will be forwarded to the Local Union Office.

10.02 All employees must pay an amount equivalent to Union dues upon completion of their probationary period. The Company will check-off Union dues for all employees and also initiation fees of all employees hired after the ratification date of this Agreement upon receipt of an authorization form signed by the employee at the completion of the probationary period. The amount deducted will be forwarded each month to a designated officer of the Union at the current address of the Local Union. The Company will also supply a statement showing the name of each employee from whose pay deductions have been made, as well as a list of the names of employees hired and terminated each month and the starting salaries of the newly hired employees. On commencing employment, a new employee's immediate Supervisor shall introduce the employee to his respective Union Steward.

10.03 It is agreed that the Union will indemnify and save the Company harmless from any and all claims which may be made against it by an employee or employees for amounts deducted from pay as provided by this Article.

## **ARTICLE XI - BEREAVEMENT PAY**

11.01 An employee shall be allowed up to three (3) consecutive days off, one of which shall be the day of the funeral, in the event of the death of his spouse as defined by law, father, mother, child, brother, sister, mother-in-law, father-in-law, step-parents, step-children, grandparent,

grandchild, brother-in-law, sister-in-law, or great-grandparents, and shall be paid ten (10) hours pay for each straight time day lost (up to three (3)) from his regular schedule of work. Suitable evidence of the death may be required by the Company before payment is authorized.

## **ARTICLE XII - VISITS BY UNION REPRESENTATIVES**

12.01 In accordance with the commitment of the Union that Union duties and activities will not be carried out on the Company's premises, except as otherwise specifically provided under this Agreement, the Business Agent of the Union after receiving prior permission from the Distribution Centre Manager, his appointee, or a Supervisor, which permission will not be unreasonably withheld, may enter the Distribution Centre during hours of employment to observe the performance of this Agreement and for the purpose of processing grievances arising under the terms of this Agreement. It is understood that such visits shall not unreasonably interfere with efficiency of operations. It is further understood that such Union Business Agent will comply with Company regulations and restrictions.

## **ARTICLE XIII - BULLETIN BOARDS**

13.01 The Company will arrange for a total of ten (10) bulletin boards, which may be used by the Union for posting notices. Any such notice must be approved and signed by the Distribution Centre Manager, his appointee, or a Supervisor before being posted on the bulletin boards.

## **ARTICLE XIV - JURY DUTY**

14.01 An employee with seniority rights who is called for jury duty or is subpoenaed as Crown witness in a criminal proceeding will receive for each day of absence from

work therefore, the difference between pay computed at the employee's regular straight time hourly rate of pay for the number of regular hours the employee would otherwise have worked and the amount of jury fee or conduct money received, provided:

- (i) he furnishes the Company with a certificate of service, signed by the Clerk of the Court showing the amount of jury fee or conduct money received;
- (ii) the Company is given at least forty-eight (48) hours notice prior to the time he is to report for jury duty or attendance at trial; and
- (iii) he reports for work during the hours he is not required to serve on the jury or testify as such Crown witness except that he will not be required to report for work if less than four (4) hours of his regular shift remain to be worked.
- (iv) An employee who is scheduled to work an afternoon or a night shift, having spent the whole day on jury duty, shall qualify for jury duty pay for the afternoon or night shift.

## **ARTICLE XV - RELATIONSHIP**

- 15.01(a) The Company and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members because of an employee's activity or lack of activity in the Union.
- (b) The Company and the Union agree that there shall be no discrimination on account of race, colour, creed, age, sex or marital status.

- (c) Employees who are not members of the bargaining unit shall not perform routine manual work normally performed by the bargaining unit, except that the foregoing shall not apply in the case of:
  - (i) emergencies
  - (ii) training
  - (iii) inventory
  - (iv) part time employees and students
  
- (d) Persons not employed by the Company shall not operate power equipment in the Distribution Centres that is normally operated by members of the bargaining unit.

#### **ARTICLE XVI - HOURS OF WORK AND OVERTIME**

16.01(a) The regular work week will be composed of forty (40) hours during each seven (7) day period (which may overlap two (2) consecutive pay weeks), on the basis of four (4) days of ten (10) hour shifts. Each employee will, during a seven (7) day period, work four (4) consecutive days and have three (3) consecutive days off, (except that this provision shall not apply where an employee requests in whatever form to be rescheduled from one shift to another which results in three (3) consecutive days off not being available). An employee, other than one working a full weekend shift, shall have either Saturday or Sunday as one of the three (3) consecutive days off. Such references are intended to provide a basis for calculating time worked and shall not be a guarantee as to hours of work per day nor as to the days of work per week, nor as a guarantee of working schedules. In the application of the foregoing, the posted work schedule shall coincide with the pay week (Sunday through Saturday).

- (b) In scheduling such regular work week the Company agrees there shall be no split shifts.
- (c) When a shift overlaps two (2) calendar days, the scheduled work day is considered to be the calendar day on which the majority of the regular hours are to be worked.
- (d) The number of employees at each Distribution Centre that may work a full weekend shift, consisting of both Saturday and Sunday, shall not exceed:
  - 20% of the employees at the Grocery Distribution Centre
  - 30% of the employees at the Produce Distribution Centre
  - 15% of the employees at the Frozen Distribution Centre
  - 35% of the employees at the G.A. Love Distribution CentreThe full weekend shift shall not be recognized as a split work week.

16.02(a) It being agreed that the Company is entitled to schedule overtime work, authorized work performed in excess of the regular work week or ten (10) hours in a day as scheduled by the Company from time to time will be paid at the rate of time and one half his regular straight-time hourly rate. It is understood with regard to daily overtime that the payment of the time and one-half rate shall not apply to an employee who reports late for any part of a shift, or who requests and receives personal time off from part of a shift, until such employee has worked a full shift of ten (10) regular hours. An employee will be paid at the rate of one and one-half (1½) times his regular straight-time hourly rate for any hours worked on a day which should have been a day off pursuant to Article 16.01, except that all work performed starting at the end of an employee's

last regular shift of the week, shall for its duration be paid at the rate of one and one-half times his regular straight time hourly rate. If an employee is called in and reports to work prior to and in conjunction with the scheduled starting time of his regular daily shift, he shall be paid at one and one-half (1 ½) times his regular straight time hourly rate for such hours worked prior to his scheduled starting time. Employees interested in such call-in will make their wishes known on a form supplied by the Company indicating the classification(s) of interest. Such letter shall be valid for the balance of the calendar year in which the request is submitted. Call-in prior to the first shift of the week shall not exceed two (2) hours in duration, on the understanding that if more than two (2) hours of work is required prior to the first shift of the week, it shall be addressed with an EDOL schedule. There shall be no duplication or pyramiding of any premium payment provided for under the terms of this Agreement, nor shall the same hours worked be counted as part of the regular work week and also as hours for which an overtime premium is payable. An employee will be notified of overtime work not later than (2) hours before completion of the shift were possible.

**(b) Daily Overtime List (DOL)**

- (i) Authorized work performed in excess of ten (10) hours in a day will be scheduled on a seniority basis to employees in the respective job classifications of the Distribution Centre concerned of the shift on duty, provided such employees have the physical fitness, skill and ability to do the work. Should such scheduling not meet the Company's overtime requirements, then employees of the shift on duty shall be scheduled to perform authorized work in



excess of ten (10) hours in a day ahead of employees of any other shift provided such employees have the physical fitness, skill and ability to do the work. An employee who is scheduled to work such overtime will not displace from his job classification or from a full shift temporary assignment an employee who is working regular hours, but will work in the classification where the overtime assistance is required.

- (ii) Each Distribution centre will at the beginning of each shift post a Daily Overtime List (D.O.L.), which shall take the form of a pre-printed list of employees within a Distribution Centre arranged by job classification and in order of seniority.

Every employee who is willing to work overtime in his Distribution Centre must indicate this by signing the D.O.L. opposite his name as soon as possible each day but no later than the end of his lunch period, indicating the amount of overtime he would be willing to work. Employees who do not indicate the length of their availability will be considered available for the full overtime requirement.

Daily overtime requirements will be distributed as evenly as possible among as many of those employees as possible in accordance with Article 16.02 (b) (i). However, those employees who fail to sign the D.O.L. by the end of their lunch period will not under normal circumstances be considered for the distribution of overtime.

When, for various reasons such as absenteeism, weather conditions, machine

breakdowns, business fluctuations etc. the number of employees who have signed the D.O.L. is not sufficient to meet a Distribution Centre's requirements, or in situations where the response to the D.O.L. is greater than the overtime requirement, the Company will re-post the D.O.L. at least three (3) hours before the end of the shift concerned where possible, indicating the reason for the overtime and including an estimate of the number of hours of overtime, additional or otherwise, required to finish the day's work.

Those employees who intend to sign the Reposted List must do so at least two (2) hours before the end of the shift.

Those employees, who did not sign the List prior to the end of their lunch period, who in view of the circumstances reconsider their position, should so signify by signing the Re-posted List. In the event that there are still insufficient numbers of volunteers to meet the overtime requirements, then employees may have to be scheduled in accordance with 16.02 (b) (i) in reverse order of seniority. The Company will endeavour to utilize in a Distribution Centre those employees listed on the Daily Overtime Lists of the other Distribution Centres, firstly by seniority within classification, and secondly, by overall seniority, provided such employees have the physical fitness, skill and ability to do the work, before scheduling employees to work overtime. An employee, who, having been required at the end of his regular shift to work overtime at another Distribution Centre, must travel from the G.A. Love

Distribution Centre in Burlington to another Distribution Centre, or, from another Distribution Centre to the G.A. Love Distribution Centre in Burlington, shall be allowed payment for forty-five (45) minutes at his regular straight time hourly rate of pay for that purpose.

Where the Company indicates at the time of the re - posting that more employees than are required have signed the D.O.L., then employees who signed the List but who in view of the circumstances reconsider their position and no longer wish to be considered for overtime, should so signify on the re- posted list.

The Company will advise those employees who sign the D.O.L. (or if applicable the Re-posted List) whether or not they will be needed to work overtime not later than two (2) hours before the completion of the shift concerned where possible. An employee having indicated his willingness to work overtime but who subsequently reconsiders, must, one (1) hour in advance of the end of his regular shift where possible, notify his immediate supervisor before leaving the Distribution Centre.

- (b) (iii) It is further agreed that for the purpose of the daily overtime provisions of this Article, an employee's entitlement shall not apply to the classifications of the Maintenance Department, such employees having overtime rights solely within their own classifications, except as set out below. Such maintenance department overtime will be scheduled to employees of the shift on duty who have signed the D.O.L. in accordance with 16.02 (b)

(ii); firstly on the basis of seniority to maintenance department employees in the respective job classifications of the Distribution Centre concerned; secondly on the basis of seniority to maintenance department employees of the Distribution Centre concerned; thirdly on the basis of seniority to maintenance department employees outside the Distribution Centre; fourthly within the Distribution Centre by overall seniority; fifthly outside the Distribution Centre by overall seniority; all of which is subject to employees having the physical fitness, skill and ability to do the work. On the same basis, maintenance department employees shall not be scheduled for overtime outside the maintenance department, until all volunteers outside the maintenance department in all Distribution Centres have been utilized, and shall then be scheduled in the same order as above.

**(c) Extra Day Overtime List (EDOL)**

- (i) When work is to be performed on a day in excess of the regular work week, it will be scheduled; firstly, on the basis of seniority to employees in the respective job classifications of the Distribution Centre concerned; secondly, within the Distribution Centre by overall seniority; thirdly, outside the Distribution Centre by seniority within classification; and fourthly, outside the Distribution Centre by overall seniority; all of which is subject to such employees having the physical fitness, skill and ability to do the work. It is further agreed that in the

event of overtime for inventory, employees will be scheduled on the basis of seniority provided such employees have the skill and ability to do the job, except that work in the fork lift classification at the Grocery, Perishable Product, and Frozen Food Distribution Centres shall be scheduled by seniority within that classification. Except in the case of inventory, no employee shall be scheduled for two (2) shifts on an extra day in circumstances where the Company has sufficient qualified and eligible volunteers within a Distribution Centre to do the work.

- (ii) An extra day overtime list (E.D.O.L.) will be posted in each Distribution Centre by 1:30 p.m. Friday, and removed by 12 noon on the following Wednesday. Employees' names will be listed by classification in order of seniority. Once the Company determines its EDOL needs, the EDOL hours that are scheduled will be guaranteed by the Company, and each employee, who has indicated his willingness to work the posted EDOL hours by signing the EDOL in the appropriate space opposite his name in any or all of the columns, and who is scheduled to work, will be required to work the full EDOL shift as posted. The foregoing guarantee will not be applicable to employees who do not fulfill their EDOL obligations, or to employees who are called in to work on the extra day. An employee who is absent from work when the E.D.O.L. is posted may authorize another employee to co-sign the E.D.O.L. on his behalf, and will be considered for such extra day overtime, if the

co-signer signs his own name as well to verify his authorization. To qualify to be scheduled for the Extra Day Overtime, an employee must have worked his regular scheduled shift immediately prior to the Extra Day. The extra day overtime schedule will be posted by 1 P.M. on Friday for Saturday/Sunday, by 1:00 p.m. on Saturday for Monday, and by 1:00 p.m. on the previous day for all other scheduled extra days, where possible. The Company shall endeavour to notify, in the presence of a steward or in his absence another employee, by telephone any employee who signed the E.D.O.L. in accordance with the above, and whose shift is not on duty at the time of and following the posting of the extra day overtime schedule, if such employee is required to work. It shall be the responsibility of an absent employee to determine whether he is scheduled to work on such extra day by calling the Operations Manager, or his appointee between 1 P.M. and 3 P.M. on Friday for Saturday/ Sunday, or between 1:00 p.m. and 3:00 p.m. on Saturday for Monday, or between 1:00 p.m. and 3:00 p.m. on the previous day for all other scheduled extra days. Should an employee remove his name from the EDOL at a time that is no later than the conclusion of the employee's last regular shift prior to his EDOL shift, the Company will replace such employee with the next available employee from the Distribution Centre's EDOL.

- (iii) On any day when both an EDOL shift and a regular shift are scheduled, there shall be no temporary assignments on the shift. This provision shall not apply in the case of:
  - a) A regular shift employee replacing an absence for the time it takes to secure such replacement.
  - b) Completing work at the end of a shift with employees from the regular shift, but not to exceed one (1) hour's duration.
- (iv) When a vacancy needs to be filled and an employee of the vacant classification is working on EDOL outside of his classification, such EDOL employee shall be returned to his classification to fill such vacancy. Any resulting vacancy shall be filled, firstly by seniority from among unscheduled employees still available on the EDOL, and secondly, by overall seniority within the Distribution Centre within the excess classification.
- (v) It is further agreed that for the purpose of the extra day overtime provisions of this Article, an employee's entitlement shall not apply to the classifications of the Maintenance Department, such employees having overtime rights solely within their own classifications, except as set out below. Such maintenance department overtime will be scheduled to employees who have signed by E.D.O.L. in accordance with 16.02 (c) (ii); firstly on the basis of seniority to maintenance department employees in the respective job

classifications of the Distribution Centre concerned; secondly on the basis of seniority to maintenance department employees of the Distribution Centre concerned; thirdly on the basis of seniority to maintenance department employees outside the Distribution centre; fourthly within the Distribution Centre by overall seniority; fifthly outside the Distribution Centre by overall seniority; all of which is subject to employees having the physical fitness, skill and ability to do the work. On the same basis, maintenance department employees shall not be scheduled for overtime outside the maintenance department, until all volunteers outside the maintenance department in all Distribution Centres have been utilized, and shall then be scheduled in the same order as above.

- d) When the Company determines that additional full-time assistance is required to handle turkey distribution at one Distribution Centre, such assistance will be obtained from the other Distribution Centres on the basis of seniority within classification.

16.03 The weekly work schedule will be posted each Wednesday no later than 3:30 P.M. (8:00 A.M. for the night shift) showing the scheduled working hours and classifications for each employee in the succeeding week and no change shall be made in such schedule except for reasons beyond the Company's control. The schedule for the Sunday to Thursday shift will be posted each Wednesday.

- 16.04 (a) Employees will be granted a fifteen (15) minute rest period as close to the mid-point of the first four (4) hours and the second four (4) hours of the shift as is practicable, and will be granted a third fifteen (15) minute rest period during the ninth hour of work.



- (b) If an employee is required to work twelve (12) hours or more he shall:
  - (i) be granted a fifteen (15) minute rest period, as soon as possible after the eleventh hour of work.
  - (ii) be paid a meal allowance of \$3.75, to be included in the following week's payroll.
- (c) Notwithstanding the foregoing, 16.04 (b) shall not apply in the event that an employee is called back to work in accordance with Article 16.07. Such employee shall be granted a fifteen (15) minute rest period as soon as possible after two (2) hours of work.

16.05 Employees will be granted a half (1/2) hour meal period, without pay, as near the mid-point of a shift as is practicable.

16.06(a) In the event of a major change in scheduled shifts for a group of employees, such changes will be discussed with the Business Agent and the Grievance Committee.

- (b) In the event of a change in the work schedule of an individual employee for a period of one (1) week or longer, such employee will be notified two (2) days in advance of the posting of that week's schedule, except in the case where such change in the schedule is due to conditions beyond the control of the Company, or due to the application of 3.10.
- (c) In the event that a new shift is created in a Distribution Centre, the Company will poll by seniority for preference of shift within the affected classification of the Distribution Centre concerned.

In the event that an existing shift for a group of employees of a Distribution Centre is fully or partially eliminated, the Company will poll such employees by seniority within classification of the Distribution Centre concerned for preference of shift.

- 16.07(a) If an employee is called back to work after he has left his Distribution Centre following the completion of his regular daily shift, (but not in conjunction with the start of his next regular daily shift), he shall, if he reports to work in accordance with the Company's requirements, be paid a minimum of five (5) hours pay at his regular rate, or the appropriate premium rate for the number of hours worked, whichever is greater. The appropriate premium rate shall mean one and one-half (1½) times the regular straight time hourly rate. An employee, who has advised the Company by initialing the appropriate column on the initial posting of the D.O.L. in accordance with the time frame set out in Article 16.02 (b) (ii), that he will be available for call-back will be so called prior to the Company assigning a part-time employee to work in excess of eight (8) hours in a day. An employee will be expected to indicate his availability for call-back on a daily basis. An employee, who refuses overtime at the end of a shift, or who does not fulfill his overtime commitment as indicated on the D.O.L., or who has worked sixteen (16) continuous hours, will not be eligible for call-back. If call-back runs into a regular shift, an employee will only be paid for call-back hours worked up to the start of the regular shift at the appropriate premium rate in accordance with Article 16.02 (a).
- (b) An employee called in to work overtime on days other than those shown on his weekly work schedule shall be guaranteed not less than five (5) hours of work time, except that this shall not

apply in the case of maintenance or banana checks. An employee called in as above for the purpose of a maintenance or banana check shall be guaranteed not less than two and one-half (2½) hours of work time. If a call originates from the Distribution Centre at a time when other employees are working, a steward, or in his absence, another employee shall be present when the call is made.

16.08 An employee is expected to attend work regularly in accordance with the work schedule. When unable to report as scheduled, the employee must advise the Distribution Centre Manager or his appointee as far in advance as possible but no later than his scheduled starting time, giving the reason why he is unable to report, and when he expects to return to work. If the employee is unable to fulfill this obligation, he may assign it to another individual. An employee who reports back to work having not advised the Company of his expected return to work may be assigned to such work that may be available on that day, where the Company has made prior arrangements to fill his position. An employee absent for an extended period due to illness or disability must advise the Company as frequently as requested regarding his progress, and should advise the Company of the date of his return to work, as far in advance as possible, but no later than the Thursday prior to the date of his return, in order that the Company may make any schedule adjustments that it deems necessary.

## **ARTICLE XVII - SPECIFIED HOLIDAYS**

17.01 An employee who has completed his probationary period shall receive the following specified holidays with pay, or, if the day falls on a regularly scheduled day off, or on a Monday for a Sunday to Wednesday shift, or on a Friday for a Wednesday to Saturday shift or a Thursday to Sunday shift, the day declared by the Company

(either the preceding or the following scheduled work day so as to provide extended consecutive days off) as the specified holiday for such shift and Distribution Centre, provided that the same day will be observed as the holiday by all employees of such shift and Distribution Centre.

Employees will be advised of the day declared by the Company as the specified holiday fourteen (14) days in advance of the holiday.

New Year's Day	Civic Holiday
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Dominion Day	Christmas Day
	Boxing Day

The last half of his regular shift immediately prior to Christmas Day and New Year's Day respectively, up to a maximum of five (5) hours, or five (5) hours pay in lieu thereof and payment for hours worked beyond five (5) hours on the days in question at two (2) times the employee's regular straight-time hourly rate of pay.

The employees shall receive the benefit of any additional official holiday that may be proclaimed by the Government during the life of this Agreement.

An employee who has completed three (3) months of service will be granted a personal holiday one during each calendar year to be taken in the month in which his birthday falls (except in the case of a December birthday, in which case the personal holiday must be taken in the period November 16 to December 15), as arranged no later than two (2) weeks in advance of the requested day, at a time mutually agreed upon by the Distribution Centre Manager and the employee concerned. The personal holiday must be taken by December 15th of the year in which it is earned, and failure on the part of an employee to do so will result in non-payment for such day.

In order to qualify for specified holiday pay, the employee must work his full regular shift on each of the work days immediately preceding and immediately following the holiday concerned, unless he has a reason satisfactory to the Company. Proof of illness (authentic Doctor's Certificate) shall constitute a satisfactory reason. Holiday pay will not be paid to an employee who, having agreed to work the regular shift of up to ten (10) hours within the scheduled classification on a specified holiday, does not report for and perform the scheduled work without a satisfactory reason.

17.02 Specified holiday pay will be computed on the basis of ten (10) hours at the employee's regular straight-time hourly rate of pay.

17.03 An employee who works on a specified holiday, or on the day as declared by the Company as the specified holiday, will be paid for authorized work performed on such day at two (2) times his regular straight-time hourly rate of pay in addition to any holiday pay to which he may be entitled, providing the shift commences within the hours of the specified holiday.

Each Distribution Centre will, fourteen (14) days in advance of a specified holiday announce whether work will be performed on the specified holiday, by posting a Specified Holiday Overtime List (S.H.O.L.), showing the job classification(s) involved.

Every employee of the Distribution Centre who is willing to work on a specified holiday whether such day be a holiday or a day in excess of the regular work week must indicate this by signing the S.H.O.L. as soon as possible, but no later than five (5) days after the posting. The employees will be notified of such work by means of a schedule to be posted at the same time that the regular schedule for the week in which the holiday falls is posted, where possible. Once the Company determines its SHOL needs, the SHOL hours that are

scheduled will be guaranteed by the Company, and each employee who is scheduled to work will be required to work the full SHOL shift as posted. The foregoing guarantee will not be applicable to employees who do not fulfill their SHOL obligations, or to employees who are called in to work on the specified holiday.

Such specified holiday work will be allocated by the Company, firstly, among those employees who have signed the S.H.O.L., on a seniority basis in the respective job classifications of the Distribution Centre concerned provided such employees have the physical fitness, skill and ability to do the work, and secondly, among those employees who have signed the S.H.O.L., on a seniority basis within the Distribution Centre concerned provided such employees have the physical fitness, skill and ability to do the work.

In the event that there are insufficient numbers of volunteers at a Distribution Centre to meet the holiday requirements, then employees may have to be scheduled. Before scheduling employees to work on the holiday, however, the Company will utilize in a Distribution Centre those employees listed on the S.H.O.L. of other Distribution Centres provided such employees have the physical fitness, skill and ability to do the work. Such utilization will be, firstly, on the basis of seniority within classification, and secondly, by overall seniority.

When employees are scheduled by the Company to work on a specified holiday, such scheduling shall be in reverse order of seniority, firstly within the respective classifications of the Distribution Centre concerned, and secondly within the Distribution Centre concerned.

It is further agreed that for the purpose of the specified holiday overtime provisions of this Article, an employee's entitlement shall not apply to the classifications of the Maintenance Department, such

employees having overtime rights solely within their own classifications, except as set out below. Such maintenance department overtime will be scheduled to employees who have signed the S.H.O.L. as set out above; firstly on the basis of seniority to maintenance department employees in the respective job classifications of the Distribution Centre concerned; secondly on the basis of seniority to maintenance department employees of the Distribution Centre concerned; thirdly on the basis of seniority to maintenance department employees outside the Distribution Centre; fourthly within the Distribution Centre by overall seniority; fifthly outside the Distribution Centre by overall seniority; all of which is subject to employees having the physical fitness, skill and ability to do the work. On the same basis, maintenance department employees shall not be scheduled for overtime outside the maintenance department, until all volunteers outside the maintenance department in all Distribution Centres have been utilized, and shall then be scheduled in the same order as above.

- 17.03
- (a) On any day when both a SHOL shift and a regular shift are scheduled, there shall be no temporary assignments on the shift. This provision shall not apply in the case of:
    - a) A regular shift employee replacing an absence for the time it takes to secure such replacement.
    - b) Completing work at the end of a shift with employees from the regular shift, but not to exceed one (1) hour's duration.
  - (b) When a vacancy needs to be filled and an employee of the vacant classification is working on SHOL outside of his classification, such SHOL employee shall be returned to his classification to fill such vacancy. Any resulting vacancy shall be filled, firstly by seniority from among unscheduled

employees still available on the SHOL, and secondly, by overall seniority within the Distribution Centre within the excess classification.

17.04 If a specified holiday falls within an employee's vacation period, he will be entitled to holiday pay in addition to his vacation pay, or the day may be taken by mutual agreement in conjunction with his vacation or at a later date. Notwithstanding, should an employee be on vacation during the period prior to Christmas and/or New Year's Day, the last half of the regular shift prior to such holiday will be paid to the employee in addition to his vacation pay.

17.05 In the event a specified holiday falls during an employee's leave of absence or extended illness such employee will not be entitled to pay for any such holiday.

17.06 When a specified holiday is observed in a week during which an employee is replacing another as a result of a posting for a temporary opening as set out in Article 3.06 (b) (ii), or of a temporary assignment as per Article 22.01, providing in both cases that the employee works both the day before and the day after the holiday on the higher rated job, such employee shall have included in his holiday pay the difference between his regular straight time hourly rate of pay and the rate for the higher rated job. It is further agreed that should absences covered by the Company's sick benefit plan or due to vacation occur during a period in which an employee is replacing another as a result of a posting for a temporary opening or of temporary assignment, such employee shall receive sick benefits (for which he qualifies) or vacation pay at his regular straight time hourly rate of pay prior to the posting or temporary assignment.

## **ARTICLE XVIII - VACATIONS**



18.01 An employee on the active payroll of the Company who has completed continuous service of one year, five years, nine years, sixteen years, or twenty-three years as of an employee's anniversary date of employment shall receive vacation with pay as follows:

		Vacation pay at employee's regular straight time hourly rate as of pay period immediately prior to vacation.
After one year	two weeks	Eighty hours
After five years	three weeks	One hundred and twenty hours
After nine years	four weeks	One hundred and sixty hours
After sixteen years	five weeks	Two hundred hours
After twenty-three years	six weeks	Two hundred and forty hours

18.02 The regular vacation period shall extend from March 1st to the end of February.

18.03(a) The Company will post a general announcement in December requesting employees to determine their vacation preference if any for the following year.

(b) During the first two full weeks of January, commencing with the first Sunday in January, employees will be canvassed by seniority within a Distribution Centre regarding their prime vacation preference consisting of up to two (2) weeks. Those employees who have a preference must so state at the time that they are canvassed by the Company.

(c) The preliminary vacation schedules will be finalized and posted by February 1st.

(d) During the first two (2) full weeks of February, employees will be canvassed by seniority within a Distribution Centre regarding their vacation preference for the balance of their vacation entitlement. Those employees who have a preference for the balance must so state at the time that they are canvassed by the Company.

- (e) Those employees who are going to be absent at the time of either canvassing must ensure that their preference if any is submitted in writing to the Company prior to the weeks of canvassing.
- (f) Those employees who have not made their preference known at the time of the second canvassing shall be assigned vacation dates at the Company's discretion.
- (g) The Company shall finalize and post vacation schedules by March 1st.
- (h) Seniority in each job classification within the Distribution Centre concerned will be the determining factor in preference on the vacation schedule, except that any classification in a Distribution Centre which has more than eight (8) employees shall be canvassed by shift, which for the purpose of this Article shall be determined by where an employee's shift start time falls, between 4:00 A.M. and 11:59 A.M., or 12:00 Noon and 7:59 P.M., or 8:00 P.M. and 3:59 A.M.

18.04 Vacations shall not be cumulative from year to year. Pay for vacation shall be granted to the employee at the beginning of his vacation on the regular pay day prior to the beginning of his vacation.

18.05 Vacation pay shall be computed at the employee's regular straight time hourly rate of pay immediately prior to vacation. An employee entitled under Article 18.01 to two (2) weeks' vacation shall receive vacation pay in accordance with Article 18.01, or with the Employment Standards Act of Ontario, whichever produces the greater amount.

18.06 An employee whose employment is terminated or who is laid off will be entitled to vacation pay in accordance with the Employment Standards Act on Ontario, unless he

has six (6) months service or more, in which case he will receive vacation pay in accordance with the applicable provisions of Section 18.01 above. The Distribution Centre Manager or his appointee will advise the Chief Steward of the retirement of any employee.

## **ARTICLE XIX - PROTECTIVE CLOTHING**

19.01 The Company agrees to continue to provide protective clothing upon the same basis as in effect immediately prior to the execution date of this Agreement. Gloves shall be available upon request when deemed necessary, providing the old pair is, where applicable, returned at the time of the request. A smock shall be provided by the Company upon request, and shall be replaced when necessary providing the old smock is returned at the time of the request, to permanent receivers, selectors and checkers, handling produce, and to general warehousemen who regularly load at the Grocery Distribution Centre. A protective jacket shall be provided by the Company upon request once during the term of the Collective Agreement to employees at the Perishable Products Distribution Centre.

- (a) Employees shall receive a protective footwear allowance up to a maximum of one hundred and sixty (\$160.00) dollars over two (2) consecutive calendar years upon proof of Company approved footwear except that there shall be no reimbursement of a new employee until he has completed three (3) months of active service. Should such purchase cost less than one hundred and sixty (\$160.00) dollars, the difference shall be available for the purchase of additional protective footwear during the same

time frame on the same basis as above.

- (b) The Company shall replace required tools broken or worn out by Maintenance Department employees while performing their regular maintenance duties at the Distribution Centres. However, all broken or worn tools must be returned to the Maintenance Supervisor before any replacement will be made.

## **ARTICLE XX - EMPLOYEE INJURIES**

20.01 If an employee is injured while at work and is required to leave the Distribution Centre for medical attention, he will be paid his regular straight time hourly rate of pay for the balance of his shift during which the accident occurred, or for the portion of that shift that he is absent seeking medical attention.

## **ARTICLE XXI - PART TIME EMPLOYEES**

21.01 The Union recognizes that the Company will continue to require the use of part-time employees from time to time. In accordance with this understanding the Company agrees that part-time employees shall not be used to the extent they displace employees within the bargaining unit and shall not be used to prevent the hiring of full-time employees except for reasons beyond the control of the Company. It being agreed that the Company will not be required to strip less preferred shifts of full-time employees, the Company will however make every reasonable effort to give full-time employees preference for more desirable shifts prior to scheduling part-time employees on a regular basis to such preferred shifts. Furthermore, in the event of the Company's requirement for part-time employees to perform selecting or general warehouse duties, no part-time employee shall start work one (1) hour or less in advance of a scheduled full-time employee of the

applicable classification except for reasons beyond the control of the Company.

No part-time or student employees will work over eight (8) hours in any one shift unless the Seniority employees on the shift who are qualified as above to do the work, are not available.

Part-time employees may be utilized within a Distribution Centre to cover for vacation and absenteeism of any kind; also, for business fluctuations which may occur from time to time; except on Tuesday, Wednesday or Thursday when part-time employees will only be utilized on those days to replace full time employees who have Tuesday, Wednesday or Thursday as part of their regular schedule of work and who are absent for all or part of those days for vacation or for absenteeism of any kind.

21.02 Each Distribution Centre Manager will supply the Unit Chairman of the Union and the Chief Steward with a summation of the absenteeism of any kind within a Distribution Centre, as well as a total of the part-time hours used, on a weekly basis.

21.03 Part-time employees (persons regularly employed for not more than twenty-eight (28) hours per week) may, during the period May 1st to September 15th and during the weeks of Good Friday, Thanksgiving, Christmas, New Years, during the weeks before Good Friday and Thanksgiving, and during December 1 to January 15, and the first week of each calendar quarter, be regularly employed in excess of twenty-eight hours per week for the purpose of vacation relief, in the same manner as students. If utilized for the purpose of vacation relief during this period, such part-time employees shall not be entitled to reclassification to full-time status, and shall not be recognized under Section 1.01 of the Collective Agreement covering full-time employees, but shall be subject to the provisions of the Collective Agreement

covering part-time and student employees.

The foregoing is not intended to restrict part-time employees from applying for a permanent full-time job if the Company determines that it requires additional full-time employees during this period.

## **ARTICLE XXII - TEMPORARY ASSIGNMENTS**

22.01 An employee temporarily assigned to another job classification for a period of two (2) hours or more, excepting a temporary assignment resulting from shortage of work or disciplinary demotion, will receive the regular straight time hourly rate of the job classification to which he is assigned, or the regular straight time hourly rate of the job classification he previously held, whichever is the higher, except that this provision shall not apply to an employee receiving a Progression rate of pay, who shall, while performing such temporary assignment, continue to receive his Progression rate of pay, and not the rate for the job which might be greater, until such time that he has completed thirty-six (36) months of active service.

When additional help is required, employees who are temporarily assigned for more than five (5) hours in a day shall carry seniority to the assigned classification for the purpose of daily overtime.

An employee temporarily assigned to another job classification will be assigned for a period not exceeding twenty-two (22) days. Providing the employees of the shift from which the assignment is made within the Distribution Centre concerned are relatively equal with respect to physical fitness, skill and ability, seniority within the classification from which the assignment is made, shall be the determining factor in such temporary assignment which shall be assigned on a daily basis. Once temporarily assigned, an employee may not use his seniority to claim subsequent

temporary assignments during that day. Should a senior employee decline a temporary assignment, he may not subsequently claim the same assignment.

In the event that there are no volunteers from the classification, shift and Distribution Centre from which the assignment is to be made, the most junior employee of the same classification, shift, and Distribution Centre having relatively equal physical fitness, skill, and ability shall be temporarily assigned to the job classification in question.

### **ARTICLE XXIII - TEMPORARY TRANSFERS**

23.01 An employee temporarily transferred to another Distribution Centre will be transferred for a period not exceeding twenty-two (22) days. Providing the employees of the shift from which the transfer is made within the Distribution Centre concerned are relatively equal with respect to physical fitness, skill and ability, seniority within the classification from which the transfer is made, shall be the determining factor in such temporary transfer. Once temporarily transferred, an employee may not use his seniority to claim subsequent temporary transfers until the second day of his temporary transfer. Should a senior employee decline a temporary transfer, he may not subsequently claim the same transfer.

Should the Company determine that the temporary transfer of an employee to a Distribution Centre is required beyond twenty-two (22) consecutive days, it shall be dealt with first by posting within the Distribution Centre concerned for a temporary opening, and secondly by a posting within the other Distribution Centres for a temporary transfer, having regard to the factors as contained in Section 3.03. In the event that no employee posts for such temporary opening or temporary transfer, then the most Junior employee from the other Distribution Centres shall be transferred on a temporary basis providing he has relatively equal physical fitness, skill and ability.

An employee who is temporarily transferred in accordance with the above shall carry with him his seniority for all applications other than subsequent temporary transfers.

In the case of a temporary transfer, an employee will be paid twenty-five (25¢) cents per kilometer for all additional kilometers travelled in reporting for work, where such additional travelling exceeds four (4) kilometers beyond that which the employee normally travels.

#### **ARTICLE XXIV - BENEFITS**

24.01 Subject to the terms and conditions of the Master Plans and Policies relating thereto, the Company agrees to continue in effect the Group Insurance Plans on the basis that the payment of the applicable premiums therefore shall continue to be made on the same basis as in effect immediately prior to the execution date of this Agreement.

For eligible employees who have completed three (3) months of continuous service and while such employees remain in the active employ of the Company,

- (a) Ontario Hospital Insurance Plan
- (b) Supplementary Hospital Insurance Plan which provides Accidental Death & Dismemberment Insurance and supplementary hospital expense benefits over and above O.H.I.P., such as ambulance expense, semi-private accommodation, extended health care including major medical and prescription drug plan. The major medical plan to be amended to provide that up to \$1,500 (\$2,000 effective April 1, 2001) in each calendar year can be applied towards reinstating the lifetime maximum of \$20,000.



- (c) Such Supplementary Hospital Insurance Plan to include an optical plan on the basis of a twenty-five (\$25.00) dollar single and family deductible. The Plan shall provide a benefit of up to one hundred and twenty-five (\$125.00) dollars (one hundred and fifty (\$150.00) dollars, effective January 1, 2002) over two (2) consecutive years for frames, lens, and prescription glass, and up to two hundred (\$200.00) dollars over two (2) consecutive years for artificial eyes, services of visual training, and non- cosmetic corrective prescription contact lens, resulting from visual acuity of less than 20/40 or corneal disease (special cases only).
- (d) On the same basis as above, after six (6) months, the Group Life Insurance Plan.
- (e) On the same basis as above, after two (2) years, the Long Term Disability Insurance Plan, providing a monthly income of 65% of the employee's basic monthly earnings; effective March 2, 1981, providing a monthly income of 70% of the employee's basic monthly earnings, up to a maximum of \$1500.00 per month (effective March 1, 1983 of \$1700.00 per month; effective January 1, 1987 of \$1900.00 per month; effective February 26, 1989 of \$2,000.00 per month; the benefit maximum to be increased to \$2,100.00 per month to apply to employees who go off and first become eligible for benefits on or after March 1, 1991; on the same basis, the benefit maximum to be increased to \$2,150.00 per month effective January 1, 1992; the benefit maximum to be increased to \$2,170.00 per month to apply to employees who go off and first become eligible for benefits on or after May 1, 1993; on the same basis, the benefit maximum to be increased to \$2,210.00 per month effective January 1, 1994).

In cases where there is a dispute between the Group Insurance doctor and an employee's doctor as to the extent of an employee's disability, the Company and the Union will select a doctor (a specialist who has not previously examined the employee) who will examine the employee and render a decision as to whether or not the employee is totally disabled at the time of the examination as defined in the Insurance Policy. The Doctor's decision will be binding upon the Company, the Union, and the employee. Should the Company and the Union be unable to agree upon a doctor, the Ontario College of Physicians and Surgeons will be asked to select a specialist to conduct the examination. To qualify for such examination, an employee must request such examination in writing to the Company within thirty (30) days of the event causing the dispute, or his rights under this Clause are forfeited. The cost of the examination will be shared equally by the Company and the Union.

#### 24.02 Dental Plan

The Company will pay twenty-nine (29¢) cents per hour for all straight time hours worked in the Distribution Centres, into the Retail Wholesale Canada Multiemployer Dental Benefit Trust Fund, during the term of this Agreement. Such contributions will not be paid for overtime hours.

24.03 The Company agrees to provide at no cost to the employees, post-retirement life insurance in the amount of \$2000.00 for each such employee who elects retirement, payable to the employee's designated beneficiary.

24.04 By agreement of the parties, a separate retirement plan will be set up within the A & P Canadian Employees' Retirement Plan Trust, to become effective April 1st, 1979.

Normal Retirement Age	65 Years
Period of Eligibility	1 Year
Vesting	Age 45 and 10 years' service
Spouse's Allowance	40% (50% effective March 1, 1991)
Past Service Credits	effective May 1, 1998, past service credits to be topped up to provide a benefit of \$26.00 per month per year of service for all service prior to April 1, 1989 not including the qualifying year.
Future Service Benefits	effective April 1st, 1989, \$26.00 per month per year of service; effective April 1st, 1990, \$27.00 per month per year of service; effective March 1, 1991, \$28.00 per month per year of service; effective January 1, 1992, \$29.00 per month per year of service. effective May 1, 1993, \$30.00 per month per year of service. effective May 1, 1998, \$33.00 per month per year of service. effective April 1, 2001, \$37.00 per month per year of service. effective April 1, 2002, \$45.00 per month per year of service. effective April 1, 2003, \$49.00 per month per year of service.

Plan benefits to be in addition to benefits provided by C.P.P. and O.A.S.

Maximum credited years forty (40), (or more if permitted by law).

Five (5%) percent per year actuarial reduction for early retirement after age 55; effective January 1, 1987, early retirement at age fifty-five (55) and thirty (30) years' creditable service with no actuarial reduction.

Up to six (6) weeks of vacation entitlement can be observed after the retirement date.

- (a) Notwithstanding the foregoing, for employees of the G.A. Love Distribution Centre who were full-time as of September 27, 1999, the following amendments shall apply:

Past Service Credits                      Not applicable

Future Service Benefits

Effective September 27, 1999, \$33.00 per month per year of service, not including the qualifying year, for service earned after September 27, 1999. Effective April 1, 2001, \$37.00 per month per year of service earned after September 27, 1999. Effective April 1, 2002, \$45.00 per month per year of service earned after September 27, 1999. Effective April 1, 2003, \$49.00 per month per year of service earned after September 27, 1999.

## **ARTICLE XXV - DURATION AND TERMINATION**

25.01 This Agreement shall continue in effect until the 11th day of October, 2003 and shall continue automatically thereafter for annual periods of one year each, unless either party notifies the other in writing during the

period of ninety (90) days prior to the expiration date that it desires to amend or terminate the Agreement.

25.02 Any proposed amendments will be exchanged within two (2) weeks of such notice and negotiations will commence within three (3) weeks following the exchange of the proposed amendments, or at such time as is mutually agreed upon by the parties following the exchange of the proposed amendments.

### **ARTICLE XXVI - SUCCESSORS AND ASSIGNS**

26.01 This Agreement shall be binding on the Company and its successors and assigns and will continue to be binding on the Union and the employees covered by this Agreement.

IN WITNESS WHEREOF each of the parties has caused this Agreement to be signed by its duly authorized representatives this 10th day of June, 2001.

#### **FOR THE COMPANY**

T.A. ZAKRZEWSKI

J. STEPHENS

M. FITZPARTRICK

F. JURISEVIC

W. MOORHOUSE

C. DOAN

#### **FOR THE UNION**

A. MATTIUSI

N. SHANAHAN

V. ALESSANDRO

P. BERGERON

J. YUILL

T. ZANNI

T. FALCONE

D. RODRIGUES

M. LANGDON

## APPENDIX "A"

### WAGE RATES AND JOB CLASSIFICATIONS

<u>General Progression Rates</u>	Effective March 18, <u>2001</u>	Effective Oct. 14, <u>2001</u>	Effective Oct. 13, <u>2002</u>
Start	\$12.50	\$12.90	\$13.35
6 Months	13.00	13.40	13.85
12 Months	13.50	13.90	14.35
18 Months	14.00	14.40	14.85
24 Months	14.50	14.90	15.35
30 Months	15.00	15.40	15.85
General Warehouseman	20.86	21.26	21.71
Porter	20.86	21.26	21.71
Senior Warehouseman	21.01	21.41	21.86
Selector	21.01	21.41	21.86
Fork Lift Operator	21.11	21.51	21.96
Truck Driver	21.11	21.51	21.96
Shipper	21.12	21.52	21.97
Checker	21.12	21.52	21.97
Receiver	21.19	21.59	22.04
<b><u>Maintenance Department</u></b>			
Building Maintenance			
Start	15.01	15.41	15.86
6 Months	20.06	20.46	20.91
12 Months	21.36	21.76	22.21
Maintenance Mechanic			
Start	15.01	15.41	15.86
6 Months	20.06	20.46	20.91
12 Months	21.36	21.76	22.21
Stationary Engineer			
Start	15.01	15.41	15.86
6 Months	20.06	20.46	20.91
12 Months	21.36	21.76	22.21
Mechanic, First Class	21.56	21.96	22.41

Senior Stationary Engineer	21.56	21.96	22.41
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Note: All new employees, excluding Maintenance Department employees, will follow the General Progression Rates until they have completed thirty-six (36) months of active service, at which time they will receive the rate for the appropriate classification.

**APPENDIX "B"**

**SICK BENEFIT PLAN**

Sick Benefit entitlement shall continue to be determined on the same basis as in effect immediately prior to the execution date of this Agreement, with payments to commence on the third consecutive day of illness or disability.

<b><u>Service</u></b>	<b><u>Full Pay</u></b>	<b><u>½ Pay</u></b>
3 months to 1 year	1 week	2 weeks
1 year to 2 years	2 weeks	3 weeks
2 years to 5 years	3 weeks	5 weeks
5 years to 10 years	5 weeks	7 weeks
10 years to 15 years	8 weeks	5 weeks
15 years to 20 years	10 weeks	3 weeks
over 20 years	13 weeks	



## **LETTER OF UNDERSTANDING**

Retail Wholesale Canada/CAW Division, Local 414  
6800 Campobello Road,  
MISSISSAUGA, Ontario.  
L5N 2L8.

**Attention: Mr. M. Langdon**

### **TEMPORARY MODIFIED WORK PROGRAM**

Dear Sirs:

This will confirm the understanding reached by the parties with respect to the currency of the Collective Agreement dated the 10th day of June, 2001, relating to the temporary modified work program.

An employee temporarily unable to perform his previous duties due to an injury received in the employ of the Company or due to an illness or injury for which he is in receipt of benefits under the Long Term Disability Insurance Plan, who has been authorized to return to work under temporary medical restriction, and once he has provided the Company with twenty-four (24) hours' advance notification of his pending return to work, may be assigned to a temporary modified work program and given such other work as is available and which he is capable of performing. To be eligible for such modified work the employee must produce appropriate authorization in the form of an authentic Doctor's Certificate from the attending physician. If sufficient medical statement is not provided, the Company may request, initially and at intervals during the program, further reports from the attending physician or through a Company arranged medical examination.

Assignments under the Temporary Modified Work Program may be of the following nature, provided they do not exceed sixteen (16) worked days and provided no full time employees are displaced from their regular job:

- (a) Temporary assignment, as per 22:01, to a lighter or more suitable class of work for rehabilitative purposes.

- (b) Temporary transfer as per the Letter of Understanding to another Distribution Centre which provides a work environment or conditions more suitable for rehabilitative purposes.
- (c) Temporary shift change, as per 3:10, where the modified work assignment for rehabilitative purposes requires the shift change. In such instance the employee will not be considered to have exercised his shift preference, and will not bump any employee presently on that shift.
- (d) Temporarily reduced work schedule, with reference to 16:01 (a) for rehabilitative purposes. Such modified schedule may require co-ordination with the Workers' Compensation Board and therefore must be co-ordinated by the Health and Safety Department.

Since the intent of the program is to provide for the needs of employees who, as a result of injury, are not fully qualified on a temporary basis with respect to physical fitness, in each of the above applications the seniority provision of the relevant articles of the Collective Agreement will not normally prevail. Therefore the Distribution Centre Managers (or their appointees) will review the non-medical work related aspects of each case or assignment with the representative of the Grievance Committee from the Distribution Centre concerned and the Chief Steward or his appointee, and will waive related seniority provisions, or extend the above time frames, only with the consent of these representatives.

In administering a Modified Work Program, both Company and Union will strive to curb or correct any potential abuse of the program. Should it appear that the best interest of the Company or it's employees are not being served, either party may at any time, with written notice, temporarily or permanently withdraw from the aforementioned program. Notwithstanding the foregoing, the program is subject to review and evaluation by the parties listed in the preceding paragraph twice annually.

Sincerely,

TAZ:pem

T.A. Zakrzewski  
Sr. Vice President,  
Labour Relations

The foregoing is hereby acknowledged, and  
agreed to on behalf of the Retail Wholesale  
(CAW), Local 414.

M. Langdon

## **LETTER OF UNDERSTANDING**

Retail Wholesale Canada/CAW Division, Local 414  
6800 Campobello Road,  
MISSISSAUGA, Ontario.  
L5N 2L8.

**Attention: Mr. M. Langdon**

### **SICK BENEFIT PLAN**

Dear Sirs:

This will confirm the understanding reached by the parties with respect to the currency of the Collective Agreement dated the 10th day of June, 2001, relating to the following issues:

- (a) The parties agree that the first two (2) days of an employee's absence shall remain unpaid in accordance with the Sick Benefit Plan, with the following exceptions:
  - (i) In the event that an employee is hospitalized or is admitted to the hospital, and he advises the Company accordingly, his application for sick pay shall be reviewed and he shall be paid from the first day providing such absence meets the terms of the Sick Benefit Plan.
  - (ii) An employee shall be allowed payment for one (1) day of sickness in each three (3) month period during a calendar year, up to a maximum of four (4) days in a calendar year, with such days to be applied towards the first two (2) days of an employee's absence for which there otherwise is no provision for payment. Should such day not be used in the first of subsequent periods, it may be carried over for useage in other periods, but may not be carried over beyond the end of the calendar year. In order to qualify for the above provisions, the employee must:

- (1) be eligible for and have outstanding entitlement to sick benefits in accordance with Appendix "B", from which schedule the above provisions flow.
- (2) notify the Company of his sickness no later than his scheduled starting time.

Any such quarter day which remains unused at the end of a calendar year shall be paid to an employee by January 30th of the following year on the basis of ten (10) hours regular pay for each such day, providing that this provision does not apply to an employee who is absent for the entire calendar year. In this case, such cash-out payment shall not reduce an employee's sick benefit entitlement.

- (iii) In the event an employee, upon returning to work following an absence covered by the sick benefit plan, provides the Personnel Manager with satisfactory medical documentation that he will require further treatment or further examination involving further absence from work for this purpose, the Personnel Manager will consider a request for payment under the sick benefit plan from the first day of said absence, with approval to be based on the merits of each case.
- (b) The parties agree that should an employee, having taken sick during a leave of absence, advise the Company in writing while at his permanent residence or from an Ontario hospital that he will be unable to return to work at the conclusion of his leave of absence, such employee shall receive sick benefits in accordance with the Sick Benefit Plan dating from the conclusion of his leave of absence, and on the condition that he provides the Company with suitable medical documentation.
  - (c) Any absence in excess of one (1) day will require a Doctor's certificate for benefit entitlement.
  - (d) A day for the purpose of the application of the Sick Benefit

Plan shall mean ten (10) hours.

TAZ:pem

The foregoing is hereby acknowledged, and agreed to on behalf of the Retail Wholesale (CAW), Local 414.

Sincerely,

T.A. Zakrzewski  
Sr. Vice President,  
Labour Relations

M. Langdon

## **LETTER OF UNDERSTANDING**

Retail Wholesale Canada/CAW Division, Local 414  
6800 Campobello Road,  
MISSISSAUGA, Ontario.  
L5N 2L8.

**Attention: Mr. M. Langdon**

Dear Sirs:

This will confirm the understanding reached by the parties with respect to the currency of the Collective Agreement dated the 10th day of June, 2001, relating to the following issue:

Should the Company introduce a new job classification, the parties will meet to determine the appropriate wages.

Sincerely,

TAZ:pem

T.A. Zakrzewski  
Sr. Vice President,  
Labour Relations

The foregoing is hereby acknowledged, and agreed to on behalf of the Retail Wholesale (CAW), Local 414.

M. Langdon

**LETTER OF UNDERSTANDING**

Retail Wholesale Canada/CAW Division, Local 414  
6800 Campobello Road,  
MISSISSAUGA, Ontario.  
L5N 2L8.

**Attention: Mr. M. Langdon**

**RETIREMENT PLAN FEATURE**

Dear Sirs:

This will confirm the understanding reached by the parties with respect to the currency of the Collective Agreement dated the 10th day of June, 2001, relating to the following issue:

The parties agree that the retirement plan feature, whereby an employee may elect early retirement at age 63 and 10 years' creditable service with no actuarial reduction, shall remain in effect until October 11, 2003, for those employees who have or will attain 63 years of age and 10 years of creditable service prior to October 11, 2003.

Sincerely,

TAZ:pem

T.A. Zakrzewski  
Sr. Vice President,  
Labour Relations

The foregoing is hereby acknowledged, and agreed to on behalf of the Retail Wholesale (CAW), Local 414.

M. Langdon

**LETTER OF UNDERSTANDING**

Retail Wholesale Canada/CAW Division, Local 414  
6800 Campobello Road,  
MISSISSAUGA, Ontario.  
L5N 2L8.

**Attention: Mr. M. Langdon**



## TOOLS

Dear Sirs:

This will confirm the understanding reached by the parties with respect to the currency of the Collective Agreement dated the 10th day of June, 2001, relating to the following issue:

The Company will, on an ongoing basis, assess its equipment requirements with respect to the need for metric tools and those of a specialized nature.

Where such assessment deems it necessary that specific tools be purchased, the Company will purchase and make such tools available to the maintenance employees of the distribution centres concerned.

Sincerely,

TAZ:pem

T.A. Zakrzewski  
Sr. Vice President,  
Labour Relations

The foregoing is hereby acknowledged, and  
agreed to on behalf of the Retail Wholesale  
(CAW), Local 414.

M. Langdon

## **LETTER OF UNDERSTANDING**

Retail Wholesale Canada/CAW Division, Local 414  
6800 Campobello Road,  
MISSISSAUGA, Ontario.  
L5N 2L8.

### **Attention: Mr. M. Langdon**

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 10th day of June, 2001, relating to the matter of job redundancies:

- (a) Unit: - Consists of all employees covered by the Collective Agreement referred to above.
- (b) Transfer: - Process whereby an employee, surplus at one Distribution Centre, is absorbed elsewhere in the Unit.
- (c) Lay-off: - Process whereby an employee surplus at one Distribution Centre results in the lay-off from full time hours of a full time employee, in most cases of the most junior full time employee in the Unit.
- (d) Plant Closure: - In the event a Distribution Centre closes, employees of that Distribution Centre shall be entitled to displace junior employees elsewhere in the Unit, subject to the requirements of Article 3.03. Any employee so displaced shall be subject to either the transfer procedure or the lay-off procedure as defined above.

The foregoing shall not apply in the case of the re-location of a Distribution Centre.

**General Procedure:**

The first step is to determine if a surplus of employees exists, and if so, in what job classification. The second step is to identify and to reverse any surplus temporary postings in the job classification in question. The third step is to determine whether employees can be absorbed elsewhere in the Unit. If they can, then the Transfer procedure should be used; if they cannot, then the Lay-off procedure should be used. Depending on the circumstances, it may be possible and necessary to use both procedures at the same time.

**Transfer Procedure:**

To be employed when a surplus exists in a job classification in a Distribution Centre which as an end result will not cause the lay-off of an employee, such employee being absorbed elsewhere in the Unit.

Example: A Receiver is surplus at Distribution Centre "A". A General Warehouseman is required at Distribution Centre "B".

Objective: To reclassify employees, possibly across the Unit, commencing with the surplus Receiver and culminating with the filling of the General Warehouseman vacancy.

Procedure: (1) Most junior Receiver at Distribution Centre "A" decides whether he wants to bump junior Receivers at other locations if such exist.

(2) If #1 is not possible, or if the Receiver in #1 wishes to remain in Distribution Centre "A", he will determine what other classifications in Distribution Centre "A" have employees junior to himself, and providing he has the requisite qualifications as set out in Article 3.03, will displace the most junior employee in the desired

classification.

- (3) The procedure as described in (1) and (2) above will continue for such displaced employee until the employee who has no bumping privileges in his own classification throughout the Unit or other classifications within his Distribution Centre is determined. Such employee shall be placed in the vacancy of General Warehouseman as provided in the above example.
- (4) Should, within three (3) months following the transfer of an employee under this procedure, the position from which the employee was transferred be re-introduced, all affected employees will be returned to their former positions.

**Lay-off Procedure:**

To be employed when a surplus exists in a job classification in a Distribution Centre which as an end result will cause the lay-off of an employee(s) in the Unit.

Procedure: Employees will be laid off in accordance with Article 3.03, and once laid off, surplus employees in classification will be transferred in accordance with the transfer procedure.

Sincerely,

TAZ:pem

T.A. Zakrzewski  
Sr. Vice President,  
Labour Relations

The foregoing is hereby acknowledged, and agreed to on behalf of the Retail Wholesale (CAW), Local 414.

M. Landgon

**LETTER OF UNDERSTANDING**

Retail Wholesale Canada/CAW Division, Local 414  
6800 Campobello Road,  
MISSISSAUGA, Ontario.  
L5N 2L8.

**Attention: Mr. M. Langdon**

**EDUCATION TRUST FUND**

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 10th day of June, 2001, relating to the following issue:

The Company shall contribute to an Education Trust Fund for the life of this Collective Agreement an amount of two (.02¢) cents per regular hour worked by employees covered by this Collective Agreement.

Sincerely,

TAZ:pem

T.A. Zakrzewski  
Sr. Vice President,  
Labour Relations

The foregoing is hereby acknowledged, and  
agreed to on behalf of the Retail Wholesale  
(CAW), Local 414.

M. Landgon

**LETTER OF UNDERSTANDING**

Retail Wholesale Canada/CAW Division, Local 414  
6800 Campobello Road,  
MISSISSAUGA, Ontario.  
L5N 2L8.

**Attention: Mr. M. Langdon**

## PERSONAL DAY

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 10th day of June, 2001, relating to the following issue:

Notwithstanding Article 17.05, if an employee is off sick on the day that he is scheduled to have his personal day as set out in Article 17.01, an alternate day during that month will be arranged, except that if the employee is off sick for the entire month, he will not have a day off, but will have a day of sickness considered as the personal day, and therefore save a day of sick benefit, if any remains, for future use.

Sincerely,

TAZ:pem

T.A. Zakrzewski  
Sr. Vice President,  
Labour Relations

The foregoing is hereby acknowledged, and agreed to on behalf of the Retail Wholesale (CAW), Local 414.

M. Langdon

## **LETTER OF UNDERSTANDING**

Retail Wholesale Canada/CAW Division, Local 414  
6800 Campobello Road,  
MISSISSAUGA, Ontario.  
L5N 2L8.

**Attention: Mr. M. Langdon**

### **SELECTOR TRAINING**

Dear Sirs:

This will confirm the understanding reached by the parties with respect to the currency of the Collective Agreement dated the 10th day of June, 2001, relating to the following issue:

Where the Company requires an employee to engage in selector training, the Company shall offer such assignment by seniority within the selector classification on duty at the Distribution Centre concerned, providing such selector has the training ability to perform the training.

Sincerely,

TAZ:pem

T.A. Zakrzewski  
Sr. Vice President,  
Labour Relations

The foregoing is hereby acknowledged, and  
agreed to on behalf of the Retail Wholesale  
(CAW), Local 414.

M. Langdon

## **LETTER OF UNDERSTANDING**

Retail Wholesale Canada/CAW Division, Local 414  
6800 Campobello Road,  
MISSISSAUGA, Ontario.  
L5N 2L8.

**Attention: Mr. M. Langdon**

### **WSIB**

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 10th day of June, 2001, relating to the following issue:

- a) In the event the Company requests the Workers' Compensation Board to investigate an employee's accident claim, the Company will provide the employee with a copy of the WSIB Form #7 as well as any attached correspondence.

In addition, a member of the safety committee, or in his absence, a member of the bargaining unit, will be present at the time of the investigation of any on-the-job accident being challenged by the Company. Any correspondence regarding the claim will be considered a challenge by the Company. The Company's right to contest or suggest that the WSIB investigate a claim will be based on the actual facts revealed in the investigation.

- b) An employee, who has sought immediate medical attention as required by the WSIB, shall be provided with available temporary modified work upon receipt by the Company of proper medical documentation outlining the employee's medical restrictions.

Sincerely,



TAZ:pem

The foregoing is hereby acknowledged, and  
agreed to on behalf of the Retail Wholesale  
(CAW), Local 414.

T.A. Zakrzewski  
Sr. Vice President,  
Labour Relations

M. Langdon

## **LETTER OF UNDERSTANDING**

Retail Wholesale Canada/CAW Division, Local 414  
6800 Campobello Road,  
MISSISSAUGA, Ontario.  
L5N 2L8.

**Attention: Mr. M. Langdon**

### **SELECTOR CLASSIFICATION**

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 10th day of June, 2001, relating to the following issue:

Seniority within the selector classification on a shift within a Distribution Centre will be recognized in the assignment of so-called lighter class work, provided that tasks of an immediate or emergency nature or of a short duration not to exceed one (1) hour may be excluded, and further that the present cage area incumbents shall not be adversely affected by the implementation of this provision.

Sincerely,

TAZ:pem

T.A. Zakrzewski  
Sr. Vice President,  
Labour Relations

The foregoing is hereby acknowledged, and agreed to on behalf of the Retail Wholesale (CAW), Local 414.

M. Langdon

## **LETTER OF UNDERSTANDING**

Retail Wholesale Canada/CAW Division, Local 414  
6800 Campobello Road,  
MISSISSAUGA, Ontario.  
L5N 2L8.

**Attention: Mr. M. Langdon**

### **CAW SOCIAL JUSTICE FUND**

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 10th day of June, 2001, relating to the following issue:

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

Sincerely,

TAZ:pem

T.A. Zakrzewski  
Sr. Vice President,  
Labour Relations

The foregoing is hereby acknowledged, and agreed to on behalf of the Retail Wholesale (CAW), Local 414.

M. Langdon

## **LETTER OF UNDERSTANDING**

Retail Wholesale Canada/CAW Division, Local 414  
6800 Campobello Road,

MISSISSAUGA, Ontario.  
L5N 2L8.

**Attention: Mr. M. Langdon**

**G.A. LOVE DISTRIBUTION CENTRE**

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 10th day of June, 2001, relating to the following issue:

This will confirm the understanding relating to the truck drivers in the Transport Department, and the employees of the Cash and Save Department.

The provisions of the Collective Agreement shall apply to such employees subject to the following terms and conditions:

- 1) It is understood that the work in question, at the sole discretion of the Company, may exceed that which normally be performed by the truck drivers and the Cash and Save employees employed on September 27, 1999, and further, that nothing would prohibit the Company from discontinuing all or part of the work performed by the Transport Department, and the Cash and Save Department.
- 2) Should employees of the Transport Department be required to work overtime, such work will be offered to truck drivers who are available. Such overtime will be assigned to the senior truck driver who has signed the D.O.L. and who has reported back at the time of the assignment. If more than one employee is on hand at the time, then the overtime will be assigned in order of seniority.
- 3) The Company will pay up to \$200.00 per calendar year toward the cost of items necessary to provide a truck

driver with the basic standard required uniform, the style and content of which will be determined by the Company. The Company will provide a winter coat as required.

- 4) Notwithstanding Article 3.03, should the Company determine that it has a permanent vacancy for a truck driver, it shall post and fill such vacancy in accordance with Articles 3.06(a) and 3.03.
- 5) Should a truck driver lose his driver's license, or should the Transport Department be discontinued in whole or in part, such truck driver will be reassigned to the Selector classification in the most junior Selector position available in the overall Distribution Centres providing he has the physical fitness, skill and ability to do the work, and further that his reassignment shall not result in the lay-off or transfer of another employee. In either case, such truck driver will maintain his seniority date.
- 6) Truck drivers will, upon proof of payment, be reimbursed up to a maximum of \$100.00 over three (3) consecutive calendar years, for the medical certification required in connection with the normal renewal of their truck driver's license.
- 7) Cash and Save employees shall not be restricted from assembling orders in the Distribution Centre for their customers.
- 8) Cash and Save employees shall be paid in accordance with the following:

Rates of Pay

Start	\$ 9.00
6 months	\$ 9.75
12 months	\$10.50
18 months	\$11.25
24 months	\$12.00
30 months	\$12.75

36 months	\$13.50
42 months	\$14.25
48 months	\$15.00

- 9) Notwithstanding Article 16.01 (a) and (b), employees of the Transport Department, and the Cash and Save Department shall work a regular work week composed of forty (40) hours per week on the basis of five (5) days of eight (8) hour shifts, provided that such reference is intended to provide a basis for calculating time worked, and shall not be a guarantee as to hours of work per day nor as to days of work per week, nor as a guarantee of working schedules.
- a) A Cash and Save employee shall have either Saturday or Sunday as one of two (2) days off.
  - b) A Truck Driver shall have two (2) days off, not necessarily consecutive, and preference for available days off shall be recognized and assigned by seniority.
- 10) Notwithstanding the provisions contained in the body of the Collective Agreement, as they relate to employees covered by this Letter of Understanding, all references, contained in Articles 11.01, 16.02 (a), 16.02 (b), 17.01, and the Sick Benefit Letter of Understanding, to ten (10) hours shall mean eight (8) hours; all references contained in Articles 16.07 (a) 16.07 (b), 17.01 and 22.01, to five (5) hours shall mean four (4) hours; the reference in Article 16.04 (b) to twelve (12) hours shall mean ten (10) hours; and the reference in Article 16.04 (b) (i) to the eleventh hour shall mean the ninth hour.

Also, notwithstanding the provisions contained in the last paragraph of Article 21.01, part-time employees may be utilized within the Transport Department and the Cash and Save Department to cover for vacation and absenteeism of any kind; also, for business fluctuations which may occur from time to time.

Sincerely,

TAZ:pem

T.A. Zakrzewski  
Sr. Vice President,  
Labour Relations

The foregoing is hereby acknowledged, and  
agreed to on behalf of the Retail Wholesale  
(CAW), Local 414.

M. Langdon