

**WAREHOUSE and TRANSPORT
COLLECTIVE AGREEMENT**

Between

**NATIONAL GROCERS CO. LTD.
(hereinafter referred to as the "EMPLOYER")**

And

**TEAMSTERS LOCAL UNION NO. 91
Affiliated With the International Brotherhood of Teamsters
(hereinafter referred to collectively as the "UNION")**



**Effective From: October 1, 2009
To: March 29, 2015**

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ARTICLE 1 - RECOGNITION

- 1.01 (a) The Employer recognizes the above-named Local Unions as the sole collective bargaining agent for the employees at the Warehouse **and transport** operations of the Employer as follows:

Local
Union Bargaining Unit

- 91 All employees at the Ottawa warehouse **and transport** operations, save and except supervisors, persons above the rank of supervisor and office and sales staff. ***It is understood that the warehouse and transport operations of the distribution centre operate as separate and distinct departments and no movement of employees between those departments will occur, except as defined under Letter of Understanding #4.***
- (b) If the employees at a Branch or other operation of the Employer are transferred from the jurisdiction of one Teamsters Local Union to another Teamsters Local, the Employer will recognize such transfer and the Branch or other operation concerned will continue to be bound by the terms of this Agreement.
- 1.02 If an employee covered by this Agreement requests a transfer from his own bargaining unit to one of the bargaining units mentioned above, then before any new employee is hired into that bargaining unit to fill a permanent vacancy or new position, the request of the employee shall be duly considered by management, provided he has the qualifications and ability to fill the normal requirements of the vacancy or the new position. If the employee's request for transfer is granted, he shall remain credited for past service with the Employer for purposes of vacation credits and the pension plan, together with the group benefits in Schedules "B". For purposes of Branch seniority, his name shall be placed on the seniority list of his new bargaining unit as of the date of his transfer. No such transfer shall be deemed to be a breach of Article 7 of this Agreement.
- 1.03 Employees outside of the bargaining unit shall not perform work normally done by bargaining unit employees, except for the purpose of instruction **and in cases of emergency where all bargaining unit resources have been exhausted.**
- 1.04 (a) Full-time employees are those employees who normally work the hours provided for in Article 12.01 herein.
- (b) Part-time employees working in the Warehouse and/or Transportation are those employees who normally work twenty-eight (28) hours or less per week. All matters relative to part-time employees shall be governed by Schedule "C" of this Agreement, unless otherwise provided for.

ARTICLE 2 - UNION SECURITY

- 2.01 **The** Employer agrees that all employees covered by this Agreement (except new employees during their probationary period) shall, as a condition of employment, become and remain members of the Teamsters Union in good standing.

- 2.02 New employees shall make application for membership in the Union on cards supplied by the Local Union concerned at the time of their hiring and shall become and remain member of the Union in good standing as a condition of employment as soon as their thirty (30) working day probationary period has been served. The application for membership cards will be forwarded to the Union by the Employer with the dues payment.
- 2.03 The Employer agrees to deduct from each employee's pay the initiation fees, regular weekly Union dues and arrears of Union dues in the amount and manner specified by each Local Union's charter, by-laws or constitution, as the case may be. The Employer agrees to remit the money so deducted to the Local Union on or before the 15th day following the end of the Employer's period based accounting period in which the monies were deducted. In accordance with each Local Union's charter, by-laws or constitution, the Company agrees to deduct an amount equal to the regular weekly Union dues and arrears of Union dues from part-time employees in the amount and manner specified by each Local Union's charter, by-laws or constitution, as the case may be. Part-time employees shall not pay initiation fees.
- 2.04 The Employer will, at the time of making each remittance to the Union, specify the employees from whose pay such deductions were made.
- 2.05 It is understood that stewards have their regular work to perform on behalf of the Employer and when it is necessary to service a grievance they will not leave their work without notifying their Manager or, in his absence, their Supervisor. When resuming their regular work they will report to the Distribution Manager or Supervisor, as the case may be, and if requested, give a reasonable explanation as to their absence. With this understanding, the Employer will pay for any regular hours lost by the stewards in handling grievances during working hours.

ARTICLE 3 - UNION REPRESENTATION

- 3.01 At each Branch or other operation of the Employer covered by this Agreement the Local Union concerned shall appoint a reasonable number of stewards who shall be recognized for the purpose of investigating and processing grievances.
- 3.02 Notwithstanding their seniority status, stewards will be continued at work as long as work is available which they are willing and able to do. Where there is more than one (1) Steward, the Stewards Branch seniority will determine his preferential position for lay-on.
- 3.03 (a) The Employer will recognise a Union bargaining committee for the purpose of negotiating this Agreement and the renewal of this Agreement, provided the employees on the committee have acquired seniority.
- (b) The bargaining committee shall consist of the following:
- Five (5) employees from the Ottawa Branch:
- (c) The Employer will pay such members of the bargaining committee for any regular hours lost during such negotiations.
- 3.04 The Unions may select additional employees as members of this committee, in which case the Employer will grant them leave of absence without pay while attending such negotiations.
- 3.05 When an employee who is covered by this Agreement is called into a meeting with a management

person to investigate the employee's alleged misconduct or to impose discipline upon him, a Steward will be present during the meeting or, if no Steward is available, another bargaining unit employee of his choice who is then at work will be present during the meeting.

- 3.06 A full-time representative of the Union shall be entitled to visit the Employer's premises to deal with matters arising out of the administration of this Agreement, provided he notifies the Distribution Manager or his designate upon arrival, and he does not interfere with the Employer's business operations.

ARTICLE 4 - RESERVATIONS TO MANAGEMENT

- 4.01 The Unions recognise the right of the Employer to direct its working force, to hire, lay off, discipline, discharge for just cause, promote, demote and transfer any employee and to manage its business in all respects in accordance with its obligations, subject to the provisions of this Agreement. The Unions also recognise the right of the Employer to make and alter from time to time, rules and regulations which are just and fair.

ARTICLE 5 - GRIEVANCE PROCEDURE

- 5.01 If an employee has a grievance, it shall be reduced to writing on forms supplied by the Union and given to the shift supervisor within ten (10) working days of the date of the date of the circumstances giving rise to the grievance, or within ten (10) working days of the date that the grievor should have known of the circumstances giving rise to the grievance. Such grievance shall be taken up in the following manner:

Step 1

Within seven (7) days of the filing of the grievance there shall be a conference among the employee, the Steward and the shift supervisor. The supervisor shall give his oral decision within four (4) working days of such conference. Failing settlement, then within four (4) working days of the receipt of such oral decision the grievance may be referred to Step 2 as hereinafter provided for.

Step 2

Within seven (7) days of the referral of the grievance to Step 2, there shall be a conference among the employee, the Steward who is concerned with the grievance, the supervisor and the Distribution Manager, or his designate, as the case may be. The management representative shall give his written decision to the representative of the Local Union within five (5) working days of such conference. Failing settlement, then within five (5) working days of the receipt of such written decision the grievance may be referred to Step 3 as hereinafter provided for.

Step 3

Within twenty (20) working days of the referral of the grievance to Step 3, there shall be a conference among the Steward who is concerned with the grievance, a representative of the Local Union concerned, or his designate, and the Director of Distribution, or his designate. The Director or his designate shall give his decision in writing to the representative of the Local Union within seven (7) working days of such conference. Failing settlement, the grievance may be referred to arbitration as hereinafter provided for.

- 5.02 (a) ***The parties agree that grievance referred to arbitration will be heard by a sole arbitrator. The Party desiring arbitration shall then give a written statement of the question to be arbitrated, within ten (10) days after the decision in Step 3. Either Party may apply to the Minister of Labour for Ontario to appoint an arbitrator. The arbitrator shall then forthwith consider and determine the matters in issue which have been submitted to him for disposal and the decisions shall be final and binding on all Parties concerned.***
- (b) Either Party shall have the right to appoint anyone it desires to represent it on an arbitration board without the right of the other Party to object to such appointment.
- (c) If the Parties agree on a person to act as sole arbitrator in a particular case, he shall have all the powers of an arbitration board under this Agreement.
- 5.03 Any complaint, difference or dispute or alleged violation of this Agreement arising between the Employer and the Local Union concerned shall be dealt with under Step 3 provided a written complaint is filed by the grieving Party with the other Party within thirty (30) calendar days.
- 5.04 Both of the Parties hereto shall bear the expense of its own appeal to a board of arbitration and the Parties shall jointly and equally bear the expense of any, of the proceedings of arbitration.
- 5.05 No matter shall be submitted to a board of arbitration which has not been properly carried through all previous steps of the grievance procedure.
- 5.06 The arbitration board shall not make any decision inconsistent with this Agreement, nor alter, modify or amend any part of this Agreement but shall only consider the question in dispute.
- 5.07 A claim by the Local Union concerned that an employee has been unjustly discharged or suspended shall be treated as a grievance and shall be taken up under Step 3 of the grievance procedure if a written statement of such grievance, signed by the employee, is lodged with management within five (5) working days after the discharge or suspension is effected.
- 5.08 Such special grievance may be settled under the grievance procedure or arbitration by:
- (a) confirming the Employer's action in suspending or discharging the employee; or
- (b) reinstating the employee with full compensation for time lost; or
- (c) any other arrangement which may be deemed just and equitable.
- 5.09 (a) The Employer will give notice in writing of the reasons for discharge, suspension or disciplinary demotion to an employee either at the time such action is taken or before the end of the next working day after such action is taken. A copy of such notice shall be given to the appropriate Steward and a copy will be forwarded to the Local Union concerned. It is understood that in the event the Employer fails to provide such notice, the notice of discipline shall not be rendered null and void.
- (b) The Employer shall take disciplinary action against an employee within ten (10) working days of the date of the incident or within ten (10) working days of the date on which management

became aware of the incident.

- (c) In the event an employee is to be suspended for Performance Management related issues, the employee shall remain on the job until the matter has been discussed/resolved at a Third Step Grievance meeting. In the event that the discipline is upheld, the employee will serve the required time and the discipline will be considered on the employee's record as of the date the discipline was originally imposed.

5.10 Any notation of a reprimand or any other disciplinary action placed on an employee's record shall be removed after an elapsed period of one (1) year.

5.11 For the purpose of investigating and processing an employee's grievance, a full-time representative of the Union and/or respective Steward shall be entitled to inspect and make copies of time cards, trip sheets, **GPS Reports** or **equivalent** and similar work records which relate to that grievance.

ARTICLE 6 - STRIKES & LOCKOUTS

6.01 During the term of this Agreement, the Union agrees that there will be no strike and the Employer agrees that there will be no lockout. The terms 'strike' and 'lockout' shall mean 'strike' and 'lockout' as defined in the Labour Relations Act of Ontario.

6.02 It shall not be a violation of this Agreement for the employees covered hereunder to refuse to cross a picket line and perform work in any instance where the picket line has been authorized by the Union picketing.

ARTICLE 7 - SENIORITY

7.01 An employee shall acquire seniority rights based on the length of service while in the bargaining unit. After an employee has acquired seniority under this clause, this seniority shall date back to the last day of hire for the Employer.

For the purpose of this Agreement, there shall be the following two (2) distinct departments covered by this Agreement:

- Warehouse and
- Transport.

This Agreement recognizes two types of seniority which are identified as follows:

- (a) bargaining unit seniority, and
(b) department seniority

Notwithstanding the fact that seniority accrual is based on the length of service in the bargaining unit, seniority to be applied on a departmental basis, except **as defined in Letter of Understanding #4.**

With the exception of Letter of Understanding #4, this Agreement does not provide any employee with the ability or opportunity to transfer from the Warehouse department to the Transport department or vice versa.

- 7.02 (a) The continuous length of service of an employee in **the Transport or Warehouse department** shall be the determining factor in layoffs, promotions, transfers to other jobs and/or shifts, and recalls from layoff provided that the employee with the greatest **Transport or Warehouse department** seniority has the ability to perform the work in question regardless of the length of the assignment.

Probationary, part-time employees will be laid off first and will be the last to be recalled from lay-off. Full-time employees who are then at work, shall be upgraded before part-time employees.

For clarity, an employee who is to be laid off shall have the privilege of exercising his **Transport or Warehouse department** seniority to displace an employee with less **Transport or Warehouse department** seniority in that **department** provided he has the ability to perform the work of the displaced employee. This privilege does not extend to jobs for which the employee is required to have a valid license or certificate or to be rated as a skilled tradesman.

- (b) (1) If the Employer reduces the number of employees within a particular job classification shift without any resulting layoff, the affected employees shall be deemed to be surplus and shall be notified in writing by the Employer, within twenty-four (24) hours of such reduction. All such reductions will be made in the reverse order of seniority.
- (2) Upon receipt of such notice, an affected employee shall have the right to exercise his **Transport or Warehouse department** seniority to displace **the** junior employee **on a different shift or in a different classification** provided he has the ability to perform the work of the displaced employee. This privilege does not extend to jobs for which the employee is required to have a valid license or certificate or to be rated as a skilled tradesman.
- (3) Any junior employee who is displaced from his job under this clause by a more senior employee shall similarly be entitled to exercise his **Transport or Warehouse department** seniority and so on, if further displacement of employees results.
- (4) The trial period and the other provisions of Article 8.03 shall apply to any employee who is displaced from his job classification under this clause.
- (5) If a surplus employee refuses to exercise his **Transport or Warehouse department** seniority within five (5) working days of receiving notice under this clause, then notwithstanding any other provision in this Agreement, he shall displace the most junior employee whose job he has the ability to perform.
- (c) (1) Where there is not enough work within a classification or classifications for part of a shift, and as a result of such lack of work there is a need to reduce the number of employees within such classification or classifications, the following shall apply:
- (2) If further reductions are required within the classification or classifications, the junior employee(s) within the affected classification or classifications will be transferred to the

Warehouse person classification for the duration of the shortage of work, however the affected employee may exercise his seniority to displace the junior employee in a different classification;

- (3) As the workload increases, the affected employees will be returned to their normal classification in order of seniority.
- (d) Upgrades and Transfers In the Freezer will occur as follows:
- (i) all upgrades will last for the duration of the assignment;
 - (ii) those posted in the Freezer will be given first consideration for upgrades at shift start;
 - (iii) if the Employer deems that additional labour is required, those in the warehouse classification from outside of the Freezer will be moved in accordance with their preference sheets; if additional labour is still required, junior employees will be assigned;
 - (iv) all warehouse persons In the Freezer will be considered for subsequent upgrades during the course of their shift;
 - (v) in the event downgrades are required, those not posted In the Freezer will be downgraded first In reverse order of seniority:
 - vi) If the Employer determines that there is excess labour in the Freezer, those not posted in the Freezer will be returned to their department first in the following manner:
 - If Freezer appears on their preference sheet, the junior employee will be returned first;
 - If employees were assigned, the senior employee will be canvassed first.
- (e) It is agreed that non-standard work will be offered by seniority to those employees within the appropriate classification who have the ability to perform the work in question. It is understood that this work will be offered through the job preference sheet on a daily basis.

7.03 An employee's seniority shall continue to accumulate on each occasion that he is absent because of illness, injury or approved absences. This clause shall not apply for the purpose of calculating an employee's benefits under the pension plan, and it is agreed that for the purposes of the pension plan his seniority shall be deemed to continue to accumulate so long as he remains an employee, notwithstanding his absence due to sickness or accident.

7.04 A seniority list shall be placed on the bulletin board and will be revised by the Employer during the months of January and July in each calendar year. Copies of these lists will be forwarded to the Local Union concerned. Such lists shall contain the employee's name, his job classification and his starting date. The lists forwarded to the Union shall also include the employee's address and telephone number.

7.05 An employee shall lose all seniority and his employment shall be automatically terminated if he:

- (a) voluntarily quits the employ of the Employer;
- (b) is justifiably discharged;
- (c) is laid off for a period of more than eighteen (18) months;
- (d) following a recall from lay-off, fails to notify the Employer of his intention to return to work within five (5) calendar days of the date of mailing by registered mail to him of notice to return to work and thereafter fails to report to work within seven (7) calendar days of such mailing, except if the employee does not receive such notice and except in the case of recall for temporary work within the meaning of Article 1.04(a);
- (e) overstays a leave of absence, or having a reasonable excuse, fails to notify the Employer of such reasonable excuse;
- (f) is absent from work without permission for more than three (3) consecutive working days unless the employee has a bona fide reason;
- (g) retires or is retired within the provisions of the pension plan.

7.06 It shall be the duty of employees to notify the Employer promptly in writing of any change in their address or telephone number on forms supplied by the Employer. If an employee shall fail to do so, the Employer shall not be liable for failure of a notice to reach such employee.

7.07 Full-time employees will be given five (5) working days notice prior to a lay-off, or five (5) days pay in lieu of notice, where an employee is recalled to place an employee who is temporarily off work and the absent employee returns or informs the Employer of his return to work for full purpose of this clause specifically, the term "Temporary" shall be defined as a period of time which is reasonable in the circumstances.

7.08 (a) When an employee is transferred by transfer or promotion to a position outside his current department, he will retain his seniority and continue to accumulate seniority under this Agreement for a period of ninety (90) days from the date of such transfer or promotion. After such ninety (90) day period, the employee shall have no accumulated Branch seniority under this Agreement.

Should the employee return to his bargaining unit within the ninety (90) day period however, and there is then no vacancy which he is qualified to fill in his department seniority and ability, he is entitled to fill the vacancy as an employee of the least seniority in his **Transport or Warehouse department** if he has the ability to do the work of the junior employee. In the event of such displacement, the junior employee will be considered for advancement and his seniority will be placed into the job classification of the junior employee and be paid the rate for such job.

- (b) Where an employee is assigned to a position outside his bargaining unit or a position in his bargaining unit, he shall be paid at his former job classification on completion of such assignment. Any temporary assignment of more than thirty (30) days which is made under this clause, the matter will be discussed with the Local Union and is subject to the final agreement of the Parties.

- 7.09 If a Branch or other operation covered by the terms of this Agreement is partially or completely shut down, any Teamster member who is displaced as a result has the right to exercise his Company-wideseniority to displace any other Teamster in the nearest Teamster bargaining unit within National Grocers, excluding Islington warehouse, **National Grocers Cash and Carry Stores** (or the equivalent) provided he has the ability to perform the work of the employee he intends to displace. Any employee who is displaced as a result of the transfer does not have the right to exercise his seniority to displace a Teamster in any other Branch or operation of the Employer.
- 7.10 (a) In the event of a partial or complete closure of any units represented by this Collective Agreement, the Employer shall meet with the Local Union involved to discuss such closure.
- (b) In the event that the Employer closes a Branch before the expiry date of this Agreement, the Employer agrees to pay severance pay to those employees, affected thereby who have greater than five (5) years continuous service and are on the seniority list of the Employer at the time of closure at the rate of one (1) weeks pay for each year of service up to a maximum of five thousand dollars (\$5,000).
- (c) Unless otherwise authorized in writing by the Distribution Manager, these severance pay provisions shall not apply to an employee who leaves the service of the Employer prior to complete closure of the Branch or who accepts another position with the Employer whether in or outside of his bargaining unit prior to the closing of any Branch.

7.11 Guarantee of Employment - Warehouse / Transport

Full-time employees in the Ottawa warehouse and **transport** departments who were hired prior to September 30, 2001 shall be guaranteed employment within the Regional Municipality of Ottawa Carleton, under all the terms and conditions of the Agreement, until **September 30, 2012**, except in case of fire or other acts of God. For clarity, no full-time employee hired prior to September 30, 2001, can be laid off **prior** to September **30, 2012**.

ARTICLE 8 - JOB POSTINGS, PROMOTIONS, TRANSFERS

- 8.01 Notice of permanent vacancy will be posted on the bulletin board at the bargaining unit where the vacancy occurs. Such notice shall remain posted for a period of seven (7) working days and eligible employees will have the right to bid for the position. Selection to such positions shall be made on the basis of Transport or Warehouse department seniority provided the employee has the ability to do the job. If an absent employee bids for a job vacancy he must be eligible and available to work within sixty (60) working days of the date his bid is received by the Employer. Employees shall leave forwarding addresses when going on vacation.

The Employer will deliver to the Steward one (1) copy of a list of applicants for each posted job, shown in order of seniority and will also send one (1) copy of that list to the Local Union concerned. The Employer will post up for **two** (2) working days on the bulletin board the name of any successful applicant and will similarly give a copy of such notice to the Steward and will also send one (1) copy to the Local Union.

- 8.02 The vacancy caused by filling the initial vacancy under Article 8.01 shall be offered to the employee with the greatest Transport or Warehouse **department** seniority, provided he has the ability to perform the work in question, and provided also, in the case of any vacancy for a Driver,

he then holds the class of driver's license prescribed by law to operate the class of motor vehicle concerned. If the senior employee declines the position, it will be offered to the next senior employee, and so on down the seniority list.

8.03 Trial Period

A successful applicant for a posted job and an employee who fills the vacancy resulting from the successful application will be placed in those jobs for a trial period not exceeding **twenty-eight (28)** working days. *in the second such Instance, the trial period shall be fourteen (14) working days and in the third Instance, the successful applicant must remain in the position. This provision shall reset for the applicant on an annual basis. In all such cases, the job must result in a change of shift.* For the purposes of this Article shift shall be as defined in Article 12.01 (b) and the change referred to in this clause is movement from one shift to another. *In the event this provision is triggered under 7.02 (b)(4), the twenty-eight (28) day trial period shall apply.* During such period, the Employer will extend to the employee reasonable instruction and training in the normal requirements of the job. If an employee is unable to perform the normal requirements of the job during the trial period to the reasonable satisfaction of the Employer, he will be returned to his former job at his former rate of pay, as will any other employee in the bargaining unit who was promoted or transferred as a result of the original posting.

The parties agree that following ratification, a Job Bid process with no trial period will be undertaken. in the event of an expansion of the DC which requires a significant number of additional staff, the parties will meet to discuss the prospect of using the Job Bid process.

8.04 If an employee does not qualify during such period and is returned to his former job, or if he is returned to his former job at his own request during such period, the resulting vacancy will be offered in order of *Transportor Warehouse* departments seniority to the other employees who bid for the job and who have the ability to do the job.

8.05 *Any position that is upgraded and worked by any employee for ninety (90) consecutive days shall be posted, provided the position is over and above the existing shift complement. If there is no applicant or no successful applicant for a posted job, the Employer may then fill the vacancy from outside the bargaining unit.*

8.06 Upgrades

All upgrades will be done from the Warehouse classification only and will be determined and assigned by seniority based on the preference sheet. Preference sheets are to be completed by the employees.

In the event the work in the upgraded position is fulfilled, the affected employee may exercise his seniority to displace the junior employee who is also on an upgrade. This affected employee will be returned to his regular classification.

The onus is on the employee to advise the supervisor of any changes they wish to make to the preference sheet and such change shall take effect the following work week. This process of upgrades will not result in delay to the start up of the shift because the employees will be assigned based on the preference sheet. The preference sheet will list all General Warehouse employees ranked in order of seniority. Preference sheets will be developed in the distribution centre. For clarity, it is understood that the bumping of employees will be restricted to those employees who are working in an upgraded position only.

Any position that is upgraded and worked by any employee for ninety (90) consecutive days shall be posted, provided the position is over and above the existing shift complement.

ARTICLE 9 - NOTICE OF ABSENCE & LEAVE OF ABSENCE

- 9.01 (a) Employees shall be given an indefinite leave of absence without pay and without loss of seniority when authorized to serve in any capacity on official Union business. Such leave of absence shall be revocable upon seventy-two (72) hours' notice by the employee.
- (b) Any such leave of absence shall be without pay and without the other benefits in this Agreement, but the employee's seniority shall continue to accumulate during such leave of absence, provided that notwithstanding any other provisions in this Agreement or in the Pension Plan, such accumulation of seniority will not be taken into account in calculating the employee's benefits under the Pension Plan.
- 9.02 An employee who wishes a leave of absence for legitimate personal reasons shall make such request in writing to his Distribution Manager at least thirty (30) days prior to the proposed commencement date of such leave of absence, except in the case of personal emergency. The employee's request shall contain:
- (a) his reasons for the proposed absence;
- (b) the commencement date of the proposed leave of absence;
- (c) the length of the proposed leave of absence.
- The Manager's permission for a leave of absence shall not be unreasonably withheld.
- 9.03 In order to minimize disruption of vacation schedules, no leave of absence will be consecutive with an employee's annual vacation during the period May 15th to September 15th, except in the case of personal emergency.
- 9.04 The Employer will not grant an employee's request for leave of absence for the purpose of employment with another Company or becoming self-employed.
- 9.05 Employees shall be eligible for maternity/paternity leave in accordance with the Employment Standards Act of Ontario.
- 9.06 (a) The Employer agrees that in the event of bereavement in the immediate family of an employee, meaning parent, step-parent, spouse, child, brother or sister, if the funeral is attended, to allow the said employee such time off as is necessary, not to exceed five (5) calendar days in succession and to pay for the days which he would have otherwise have worked at his regular scheduled hours and regular hourly rate. If the employee is unable to attend the funeral, he shall be allowed one (1) day off without loss of pay.
- (b) The Employer agrees that in the event of the death of an employee's mother-in-law or father-in-law, if the funeral is attended, to allow the said employee such time off as is necessary, not to exceed three (3) calendar days in succession and to pay for the days which he would

have otherwise have worked at is regular scheduled hours and regular hourly rate. If the employee is unable to attend the funeral, he shall be allowed one (1) day off without loss of pay.

- (c) In the event of the death of an employee's grandchildren, grandmother, or grandfather, daughter-in-law or son-in-law, brother-in-law or sister-in-law, he shall be allowed bereavement leave of one (1) day with pay at his regular hourly rate, provided the funeral takes place on his regularly scheduled working day and he attends the funeral.

9.07 The Employer agrees to extend bereavement entitlement to employees who are on vacation and will allow for applicable vacation days to be rescheduled at a later date which is mutually agreeable to the employee and the Employer.

9.08 In the administration of Article 9.06 herein, it is understood that where an employee works a shift other than the day shift, the term "days" shall mean "shifts".

ARTICLE 10 – VACATIONS

10.01 Effective as of January 1, 2002:

Vacation Formula:

Warehouse Vacation Formula is **12% for all shifts**, except the last week in August and the first two (2) weeks in September. During the week of a short week the numbers are 7%, 8% and 9%. Rounded up if greater than .5. Maintenance will get one (1) individual off.

Transport the Vacation formula will be eight (8) employees per week for vacation purposes and three (3) employees off for banked time off.

- (a) Each employee who, as of December 31 in any year, has been employed for less than one (1) year is entitled to one (1) days vacation for each full calendar month of employment up to a maximum of nine (9) days to be taken the following year with vacation pay of four percent (4%) of his wages. The term wages as used herein shall be as defined in Part VIII, section 29(2) of the Employment Standards Act of Ontario R.S.O. 1990.
- (b) Each employee who, as of December 31st in any year, has been employed for one (1) year or more but less than five (5) years will be granted a vacation of two (2) weeks to be taken during the following year.
- (c) Each employee who, as of December 31st in any year, has been employed for five (5) years or more but less than ten (10) years will be granted a vacation of three (3) weeks to be taken during the following year.
- (d) Each employee who, as of December 31st in any year, has been employed for ten (10) years or more but less than twenty (20) years will be granted a vacation of four (4) weeks to be taken during the following year.
- (e) Each employee who, as of December 31st in any year, has been employed for twenty (20) years or more but less than thirty (30) years will be granted a vacation of five (5) weeks to be taken during the following year.

- (f) Each employee who, as of December 31st in any year, has been employed for thirty (30) years or more will be granted a vacation of six (6) weeks to be taken during the following year.
- (g) Vacation schedules shall be posted by January 3rd in each year. There shall be a period of one (1) month after the posting of vacation schedules for any necessary readjustment of the schedules for any necessary readjustment of the schedules but after this period of one (1) month has elapsed, there shall be no changes in the vacation schedules except by mutual agreement between the Employer and the Union. It is understood that any readjustment within the one (1) month cannot affect any weeks already booked.
- (h) Employees will be restricted to two (2) weeks vacation between the periods of May 15th to September 15th on the first booking. Should there be open weeks during this period on the second booking, employees in order of seniority may choose such weeks. Employees, at their option, may choose to leave vacation pending. All vacation weeks pending will be on a first come first served basis however, weeks that become open due to illness etc., will be posted and awarded by seniority to those employees with weeks pending.
- (i) Effective as of January 1, 2002 the vacation pay allowance referred to in this Article will be calculated as follows:
 - (1) an employee who is entitled to two (2), three (3), **four** (4), five (5), or six (6) weeks of vacation will receive two (2), three (3), four (4), five (5), or six (6) weeks pay respectively, calculated at his rate per hour at the time he goes on vacation or 4%, 6%, 8%, 10%, or 12% respectively of his total earnings in the previous calendar year, whichever is greater.
 - (2) the percentage payment referred to throughout this Article shall apply to the total earnings of the employee during the previous calendar year as shown on the employee's **T4**.
- (j) Vacations shall be taken between January 1st and December 31st in each year. Choice of vacation periods shall be based upon seniority provided management is able to maintain a working force sufficient to do the necessary work, except where an arrangement, mutually agreed upon between the Local Union and the Branch involved, is reached.
- (k) To be eligible for the vacation pay referred to in Article 10.01 (a) herein, the employee must have worked a minimum of one thousand (1000) regular hours in the calendar year preceding the year in which he wishes to take vacation. In the event that the employee has worked less than one thousand (1000) hours, he shall be paid four percent (4%) of his wages for the calendar year preceding the year in which he wishes to take vacation, for each week of entitlement. The term wages as used herein shall be as defined in Part VIII, section 29(2) of the Employment Standards Act of Ontario R.S.O. 1990.

10.02 Employees who are terminated for just cause shall be paid vacation pay in accordance with the Employment Standards Act of Ontario R.S.O. 1990.

10.03 If a Paid Holiday falls within an employee's vacation period, he will be granted another day in lieu thereof. Employees will be given a choice of payment in lieu of the day or an alternate day except as shown below, provide the employee gives the Employer five (5) working days notice of his choice, including the day on which he gives such notice and further provided that the alternate day

must be taken within six (6) months of the day on which the Paid Holiday falls. The following are the exceptions:

- (a) during the period June 30th to September 15th (no management authorization will be given);
- (b) during the Christmas • New Year holiday season (if authorized by management).

10.04 In the event an employee is off work and in receipt of Workers Compensation or benefits under the weekly indemnity insurance or the long term disability insurance referred to in Schedules "B" to this Agreement, all such time off work shall, for the purpose of calculating vacation pay, be deemed to be time worked at the employee's regular hourly rate of pay to a maximum of twenty-six (26) weeks in any calendar year, provided he has worked a minimum of thirty (30) days in that calendar year.

10.05 If an employee is prevented from going on his scheduled vacation in a calendar year because of any of the events in Article 10.04, such vacation shall be rescheduled upon his return to work, provided he returns within that calendar year. In any case, the employee remains entitled to vacation pay in the amount provided by this Agreement. Employees who are absent for one (1) calendar year or more shall not be entitled to vacation pay.

10.06 (a) The Parties agree that those hired as vacation replacements during the period of May 1st to September 15th will not normally be assigned to the day shift.

(b) Full-time employees who are usually assigned to the second or third shifts will be entitled to replace vacationing day shift employees. Such replacement will be carried out on the basis of Branch seniority, provided the employees have the ability to do the jobs of the employees they seek to replace.

(c) Second and third shift employees who wish to replace vacationing day shift employees shall make their wishes known to the Distribution Manager not later than December 31st of the previous year. If any of their final vacation selections conflict with those of the day shift employees and such conflict is not readily resolved, the matter shall be settled by discussion among management and the employees and the Local Union concerned.

(d) It is agreed that, in arranging replacement of vacationing day shift employees, the Employer is entitled to maintain an efficient and qualified work force.

10.07 It is agreed that where an employee has been absent because of illness, injury or approved leave of absence and has not earned sufficient earnings (in the mutual opinion of the Union and the Employer) as a result of such absence, the requirement to take vacation between January 1st and December 31st can be waived in whole or in part, provide the Employer and the Union are in agreement. In the event that the Employer and the Union are unable to agree, the employee shall be required to take the vacation in dispute.

10.08 Vacations are to be taken in increments of five (5) days, unless otherwise agreed to by the Employer.

ARTICLE 11 -PAID HOLIDAYS

- 11.01** (a) The following Paid Holidays will be granted to all full-time employees with pay after they have completed their probationary period:

New Year's Day	Family Day
Good Friday	Victoria Day
Canada Day	1 st Monday in August
Labour Day	Thanksgiving
Christmas	Boxing Day

One (1) Floating Holiday to be scheduled by mutual consent.

In the event that the federal or provincial governments should declare any other day(s) a legal holiday, the Employer agrees to recognize such day(s) as a Paid Holiday.

- (b) A schedule will be developed for Paid Holiday observance by mutual agreement between the Company and the Union. If the Parties are unable to agree, then the Employment Standards Act of Ontario will prevail.
- 11.02** (a) To qualify for pay for a Paid Holiday, the employee:
- (i) must have been in the employ of the Employer for three **(3)** months:
 - (ii) must work his last scheduled working day preceding the Paid Holiday and his first scheduled working day after the Paid Holiday, unless he was absent with permission, which includes legitimate illness;
 - (iii) must have performed work on at least twelve **(12)** days in the four **(4)** weeks immediately preceding the Paid Holiday, excluding the week in which the holiday falls.
- (b) An employee who is in receipt of Workers Compensation or weekly indemnity benefits shall be paid the difference between payment received by Workers Compensation or by weekly indemnity and the pay he would have otherwise received had he not been absent, provided he has worked within fifteen (15) days prior to the Paid Holiday.
- (c) Should a Paid Holiday occur during an employee's leave of absence, he shall not be paid for such Paid Holiday.
- 11.03** The basis of payment for each of the above holidays shall be one **(1)** day's pay.
- 11.04** In a year when any Paid Holiday falls on Saturday or Sunday and the Employer does not observe such holiday on an alternate day, the holiday will be observed as a floater to be taken by the employee on an individual basis on some day which is mutually satisfactory to the Employer and the employee. Any such floater may not be taken in a week in which another Paid Holiday is observed (unless approved by the Employer) and in any event, the employee is entitled to be paid either for the holiday or the floater, but not for both.

In the event the day observed for a Paid Holiday falls on an employee's day off, they will be granted a Floating Holiday to be taken by their consent, or pay for such day.

ARTICLE 12 HOUR OF WORK & OVERTIME

- 12.01 (a) The regular work week for full-time employees, shall normally consist of forty (40) hours consisting of five (5) days of eight (8) hours or four (4) days of ten (10) hours, from Sunday to Saturday.
- (b) For the purpose of this Collective Agreement the following definitions shall apply:
- (1) the day shift shall be any shift that commences between 4:00 a.m. and 11:59 a.m. inclusive;
 - (2) the afternoon shift shall be any shift that commences between 12:00 noon and 7:59 p.m. inclusive; and
 - (3) the night shift shall be any shift that commences between 8:00 p.m. and 3:59 a.m. inclusive.
- 12.02 Starting and quitting times and arrangements of shifts shall be **determined** by the Employer, with input from the Union. It is agreed that employees shall not be required to work split shifts, unless mutually agreed between the Employer and the Union. For the purposes of this Agreement the term "split shift" shall mean that an employee may not work consecutive days during the week, but his regular daily schedule shall consist of consecutive hours.
- 12.03 (a) An employee who is required to report for work on his normal day off will be guaranteed a minimum of four (4) hours work or pay in lieu of work at one and one-half (1 and 1/2) times his regular hourly rate, whether he is required to remain at work or not.
- (b) An employee who is required to report for work on a Paid Holiday will be guaranteed a minimum of four (4) hours work or pay in lieu of work at two (2) times his regular hourly rate, whether he is required to remain at work or not. Such overtime shall be in addition to the holiday pay.
- 12.04 overtime at the rate of one and one-half (1 and 1/2) times the employee's regular hourly rate of pay shall be paid for all hours worked in excess of his regularly daily scheduled number of hours.
- 12.05 If an employee has completed his day's work and has left the Employer premises and is subsequently called back to work by the Employer, he shall be paid a minimum of four (4) hours pay at one and one-half (1 and 1/2) times his regular rate of pay regardless of how little time he is required to work.
- 12.06 An employee who is temporarily transferred to another job will receive his own rate or the other job rate, whichever is higher.
- 12.07 (a) Overtime for full-time employees shall be on a voluntary basis
- (b) Overtime that occurs within a department shall be offered to employees in the following order:

- (i) by Transport or Warehouse department *seniority* to those employees who are then at work- first to the **full** time employees. then to *part* time employees. *Part* time employees **will** only be eligible for overtime of up to two (2) hours or less;
 - (ii) in the event that there are not sufficient volunteers. or if more employees are required, the work will then be offered by Transport or Warehouse department *seniority* to those employees who are not then at work. If the overtime required is within four hours of the next *shift*, then the overtime will be offered by *seniority* to those employees who are scheduled on that next shift;
 - (iii) to *other part* time employees who are not then at work.
- (c) When an employee accepts an overtime assignment, he is required to work the period he has accepted unless excused by management.
 - (d) When an employee is asked to work overtime, he will be informed of the period of time his services will be required, and he will be paid at the applicable overtime rate for not less than that period, provided he performs the work. If the employee is prohibited from performing the work as a result of circumstances beyond the control of the Employer, he shall be paid for the number of hours that he was offered, to a maximum of four (4) hours.
 - (e) In any case, the Employer is not required to offer an overtime opportunity to any employee who is not classified as a truck mechanic or maintenance mechanic where the mechanical work to be done is, by reason of their specialized skills, normally performed by employees in those classifications.

12.08 The Employer shall guarantee to provide forty (40) hours of work each week to each employee who has acquired *seniority* and who is scheduled to work the full work week and who reports for work on time, who is available to work the full week, provided the employee performs whatever work is assigned to him. Such guarantee, which is exclusive of overtime, shall be reduced by eight (8) hours per week in any work week in which one (1) of the Holidays in Article 11 is observed.

12.09 For the purposes of calculating the pay of an employee who works overtime and the pay of an employee who is late reporting for work, the hour shall be deemed to be divided into twelve (12) units of five (5) minutes each and the following shall apply:

- (a) no overtime shall be paid where less than five (5) minutes of overtime is worked and thereafter overtime shall be calculated and paid to the nearest full five (5) minutes of overtime worked;
- (b) when an employee is late reporting for work, he will be paid commencing with the fifth minute of the unit of five (5) minutes in which he reports.

12.10 (a) Employees in warehouse and driving operations will be entitled to two (2) rest periods not exceeding a total of forty-five (45) minutes, one (1) in the first half and one (1) in the second half of each shift, without loss of pay. Employees working ten (10) hour shifts will be entitled to two (2) fifteen (15) minute rest periods and a thirty (30) minute meal period without loss of pay. The times at which rest periods are taken shall be arranged by management following consultation with the Local Union from time to time.

- (b) Where an employee works more than two (2) consecutive hours of overtime before the start of his regularly scheduled shift, he will be granted a paid fifteen (15) minute rest period upon completion of such overtime and thereafter he will be granted further paid fifteen (15) minute rest periods for each completed two (2) hours of overtime, excluding time spent on the rest period.
- (c) Where an employee works more than two (2) consecutive hours of overtime after the completion of his regularly scheduled shift, he will be granted a paid fifteen (15) minute rest period upon completion of such overtime and thereafter he will be granted further paid fifteen (15) minute rest periods for each completed two (2) hours of overtime, excluding time spent on the rest period.
- 12.11 (a) Employees who are absent from work on vacation, leave of absence, bereavement leave, illness or injury shall not be eligible to work Overtime. For clarity, an employee shall not be considered for overtime during the period commencing with his first regularly scheduled shift that he is absent and ending upon his return to work from any of the absences provided for herein.
- (b) Employees who are absent from work on banked overtime shall not be eligible to work overtime for the twenty-four (24) hour period following the commencement of their regular starting time on their banked day. It is further understood that should an employee be absent the day prior to his banked overtime day for any of the reasons in 12.11 (a), then their eligibility to work overtime would be in accordance with 12.11 (a).
- 12.12 It is understood and agreed that in the application of Article 12.04 herein, if an employee is late reporting for work and overtime is available at the end of his regular shift he shall be eligible to work the overtime in order of his seniority except that he shall be paid straight time for hours worked until he has worked his scheduled number of hours for that day.
- This provision shall not apply to an employee who is late reporting for work, but still works more than fifty percent (50%) of his shift prior to the availability of the overtime.
- 12.13 Employees shall be entitled to sign a sheet indicating that they do not wish to be called for overtime. A copy of this sheet shall be provided to the steward. Once signed, theonus is on the employee to ensure that his name is removed from such sheet, if he should choose to change his mind.
- 12.14 Notwithstanding any other provision to the contrary which may be contained in this Agreement, it is agreed that no employee shall be entitled to work more than sixteen (16) hours within any twenty-four (24) hour period. This provision shall not apply to those employees who normally work in the transportation department and who are subject to applicable legislation.
- 12.15 Any employee who was Full time on September 30, 2009, at his option, may elect to take the equivalent in time off in lieu of the overtime premium, in accordance with the following conditions:
- (a) **a maximum of forty (40) hours may be banked at any given time**
- (b) such time off shall be taken at a time which is mutually agreeable to the employee and the Employer;
- (c) such time must be taken before December 1st of the year in which the overtime was earned,

or the employee shall be paid for such overtime.

ARTICLE 13 -PREMIUMS / BONUS

- 13.01 Employees shall be paid each week during working hours and each employee shall receive a statement listing his straighttime hours, overtime hours, weekly rate plus all deductions.
- 13.02 The Company, at its discretion, may at times provide for incentive bonuses. It is understood that these bonuses will not be applied in a discriminatory manner and will be applied to all eligible full-time employees and may be extended to eligible part-time employees.
- 13.03 Employees who work in the freezer, in any classification, shall be paid a premium of forty (40) cents per hour for each hour worked in the freezer area.
- 13.04 Effective as of the date of ratification of this agreement, in addition to the rates of pay set out in Schedule 'A' to this Agreement, for those employees covered by Article 1.01 (a) of this Agreement, the Company will pay an afternoon shift premium of fifty-five (55) cents per hour and a night shift premium of sixty-five (65) cents per hour, to employees who are regularly assigned to such shifts, for all hours worked on such shifts.

In the event that a shift overlaps with another shift, it is understood that the employee shall be paid the shift premium that is applicable for the majority of the hours for which he is scheduled to work.

Premiums referred to in this Article shall not form part of an employee's regular hourly rate as provided for in Schedule 'A' of this Agreement.

- 13.05 There shall be no pyramiding of any premiums provided for in this Agreement.

ARTICLE 14 -HEALTH & WELFARE

- 14.01 Attached hereto and forming part of this Agreement is Schedule "B" outlining the health and welfare benefits for Warehouse and Transportation employees under this Agreement.
- 14.02 (a) The Employer agrees to provide clean and sanitary facilities in respect to lunch and washrooms, and employees agree to keep these facilities in proper condition. A safety committee of one (1) employee from each shift shall be established. The duty of the committee shall be to inform the management of any unsafe conditions. The management shall maintain working conditions and plant facilities that are conducive to the safety, health and welfare of the employees
- (b) The parties agree to maintain the Joint Health and Safety Committee as per the OHSA of Ontario.

The Employer and the Union agree to co-operate with each other in order to reduce accidents. It is agreed that all employees shall be responsible to report immediately to their Safety Committee any defective or dangerous procedures that may cause accidents.

It shall be the duty of each employee to report promptly, to his Supervisor, all injuries he suffers and all accidents involving the Employer's property and/or vehicles which occur while he is on duty.

- 14.03 The Employer agrees to provide first-aid supplies as required by the Workers Compensation Act in areas readily accessible to employees.
- 14.04 Any medical examination requested by the Employer shall be promptly complied with by the employee provided however, that the Employer shall pay for all such examinations. The Employer reserves the right to select its own medical examiner or physician and the Local Union may, if in its opinion and injustice has been done an employee, have such employee examined at the Local Union's expense. The employee concerned, the Local Union concerned and the Employer shall be entitled to a copy of the report of any such medical examination. In the event the examination is held during an employee's regularly scheduled hours, the Employer will reimburse him for any regularly scheduled time spent while attending for such examination, up to a maximum of three (3) hours.

ARTICLE 15 – DRIVERS

- 15.01 Whenever an employee in a driver classification is required by legislation or government regulation to undergo a periodic physical examination in order to remain qualified for his Class "A" driver's license and the employee arranges to take the examination during his regularly scheduled shift, he will be paid four (4) hours at his regular hourly rate on the day he takes the examination.
- 15.02 No driver shall permit anyone other than employees of the Employer who are on duty, to ride in their truck, except other company transport drivers on the highway who are broken down, or by written authorization of the Employer.
- 15.03 No employee shall be compelled to operate any equipment that is not in a safe condition.
- 15.04 The Employer shall supply a uniform to an employee who has acquired seniority under Article 7.01, provided the employee is required to deliver merchandise to customers or premises of the Employer.

The uniform consists of:

- one (1) windbreaker with crest and name tag;
- one (1) winter jacket with crest and name tag;
- four (4) pairs of pants;
- six (6) shirts with crest and name tag;
- one (1) cap with crest;
- three (3) 1-shirts.

The Employer shall supply uniforms only to employees who have completed at least three (3) months continuous service.

The Employer is not required to provide more than one (1) uniform each two (2) years to any employee.

Following completion of three (3) months of continuous service, a uniform will be ordered for each new driver.

For future entitlements, employees will be measured for uniform ordering in October.

The Employer shall provide gloves to employees.

- 15.05 Employees shall not be charged for loss or damage to cargo or equipment unless clear proof of negligence is shown to the mutual satisfaction of the Employer and the Local Union concerned.
- 15.06 It shall be the responsibility of each driver who is assigned a company motor vehicle to immediately inform management of any accident involving that vehicle of which he is aware, and also to promptly complete and submit to management the standard accident report form supplied by the Employer immediately upon return to the warehouse.
- 15.07 The Company reserves the right to determine the manner in which work is to be performed in the Transportation Department. The Company agrees that work will normally be performed by bargaining unit employees in the Transportation Department. The Company reserves the right to have the work performed by those outside the bargaining unit.

Work in the Transport Department will be assigned as follows:

- (a) Drivers will report for dispatch as per their bid start time. The work to be dispatched will be determined by the Company. Drivers will select their work assignment by seniority, inclusive of subsequent work assignments. If a work assignment is not ready at their bid start time, such driver(s) will be obligated to take any available work assignment prior to the next bid start time. In the event a driver still does not have a work assignment by the next bid start time, he will have the ability to select a work assignment by seniority. In circumstances where work assignments are not available, the Driver will be paid the applicable hourly rate until the work assignment selection process has been completed.
- (b) The Company may change the scheduled start time of a Driver by up to two (2) hours for their next scheduled shift, provided verbal notice is given to the Driver prior to the completion of their current shift. The Company will offer this opportunity by seniority, however if the Company does not gain sufficient volunteers, junior driver(s) shall be required to accept the change. Such change shall not trigger a job posting or attract claims for overtime pay. In the event of such a change, the Driver will exercise his seniority in the normal manner for route selection.
- (c) When a driver returns from his first work assignment, the Company may assign a work assignment. The Company will apply the cheaper man rule (i.e. the full time driver with the most available regular time left) if applicable. It is understood that part time drivers will not be involved in the application of the cheaper man rule.
- (d) Notwithstanding the above, the Company also reserves the right to have work performed on an overtime basis. In the event that the Company elects to have work performed on an overtime basis, such overtime will be offered as herein after provided.

Overtime shall be paid after sixty (60) hours in a week and offered to employees in the Transportation Department in the following order:

- (i) by departmental seniority to those employees, who are then at work and are available for immediate dispatch, first offered to full time drivers then part time drivers.

- (ii) by departmental seniority to the remaining employees within the department.
- (e) Any work assignment accepted by a Driver must be completed in accordance with Hours of Service legislation. Drivers must have a minimum of ten (10) hours off between shifts.
- (f) All duties associated with "start of day" and "end of day" will be compensated as per the Rate Schedule as found in Schedule 'A' for both hourly and Activity-based work assignments.

The clock or mileage, as applicable, starts when the Driver leaves the security checkpoint or equivalent.

A Driver will be considered available for a subsequent work assignment upon his return to the dispatch window.

- (g) Any work assignment that includes a location on a multi-stop work assignment that falls beyond the 60 Km radius will be paid under the Activity-based model.
- (h) In all cases of breakdown or other delays for which the Driver is not responsible, the Driver must notify Dispatch as soon as possible for verification. In the event the Driver is on an Activity-based work assignment, the applicable hourly rate will apply from the time of the delay until activity resumes.
- (i) In the event a Driver encounters inclement weather on an Activity-based work assignment, he will be compensated at the applicable hourly rate provided he declares his decision to Dispatch upon the completion of the work assignment. A Driver is entitled to make this declaration up to fifteen (15) times per calendar year.
- (j) Any delay over two (2) hours must be reported to Dispatch. Such delays will be reviewed by supervision for authorization.
- (k) All work performed by a Driver on a Statutory Holiday will be compensated in accordance with the Employment Standards Act.
- (l) In the event a layover is required, the Driver will notify dispatch and gain approval for overnight accommodation at a Company-approved location. A Driver will be paid up to eighteen (\$18) dollars for dinner and five (\$5) for breakfast, with the daily total not to exceed twenty-three (\$23) dollars. All expenses will be reimbursed upon submission of receipts.
- (m) If the Company elects to work Drivers on Extra Day(s) the following process will apply:

Drivers on an Extra Day will apply their seniority for the purposes of bid selection after regularly scheduled Drivers have made their work assignment selection. If a Driver wishes to be considered for Extra Day(s), he shall sign a list to indicate his interest. Such Extra Day(s) will be offered by seniority among those who have signed the list. The Driver must ensure that in accepting any Extra Day work assignment, he has a minimum of ten (10) hours available for his regular shifts and is in compliance with Hours of Service legislation. The Employer reserves the right to make adjustments to his regular schedule as operational requirements may dictate.

- (n) Multi-day trip scenarios will be discussed between Union and Management as they arise.

- 15.10 There will be an annual job bid for the Transportation Department employees that will take place every February to be in effect for the first full week of March. The employees within this department shall be entitled to select their preferred start time in order of their bargaining unit seniority. It is understood that in the event an employee's start time is cancelled, the employee shall have the right to exercise their seniority as per Article 7 of this agreement.

The Parties agree that the job bid process will occur following ratification and prior to the implementation of Activity-Based Compensation. Six (6) months following that implementation, the job bid process will be undertaken again. All subsequent years will be as per the usual spring schedule

ARTICLE 16 -GENERAL

- 16.01 A bulletin board will be provided by the Employer at each Branch or other operation for the use of the Local Union for calling meetings etc. All notices shall have the approval of management prior to the posting thereof.
- 16.02 If employees are required to be covered by a fidelity bond, the cost of such bond shall be borne by the Employer.
- 16.03 No outside truckers will do any work in a warehouse or on a dock except in an area reasonably required for the sorting of pallets, as designated by the Employer and the Local Union at each warehouse.
- 16.04 Customers of the Employer will not be permitted to come into a warehouse and assemble their own orders.
- 16.05 When an employee is unable to report for work as scheduled, he will notify the Distribution Manager or the employee's supervisor as soon as possible and will give the reason why he is unable to report. Following an absence from work because of accident or illness which is in excess of two (2) consecutive working days, the employee will give management not less than one (1) working days' notice of his intention to return to work.
- 16.06 Except for jobs for which the employee is required to have a valid license or certificate or be rated as a skilled tradesman, the Employer will give the first choice of job training to the senior employee within shifts, provided:
- (a) management has identified a training requirement, and
 - (b) the senior employee wishes to be trained, has not previously undergone such training and is willing to work in the job for which he will be trained.

If an employee is unable to demonstrate progress in the course of training, or is not adaptable to the job for which he is being trained, he may be removed from the training and the opportunity will then be offered to the next senior employee.

- 16.07 When new types of equipment are introduced, or technological changes made, appropriate classifications and hourly rates shall be matters for negotiations between the Employer and the Union. If the Parties fail to agree on such classifications and hourly rates, the matters may be referred to arbitration by either Party. Pending the decision of the arbitrators, such new

classifications and rates shall not be implemented

In no case will an employee's hourly rate be reduced by reason solely of the application of this clause regardless of what classification he may have. If the new classification carries a higher rate he will receive the new rate. If the new classification carries a lower rate, his current rate at the time of the change will remain his personal rate and he will receive it until he accepts another position, at which time the personal rate will be permanently discontinued.

16.08 All letters of understanding and intent given during negotiations shall be considered to be part of this Agreement and therefore arbitrable.

16.09 Where the masculine pronoun is used in this Agreement, it shall be deemed to include the feminine.

16.10 Attached hereto and forming part of this Agreement are:

Schedule "A" - Wages & Classifications

Schedule "B" - Health & Welfare - Pension (Warehouse and Transportation)

Schedule "C" - Part-time Employees

ARTICLE 17 - JURY DUTY

17.01 An employee who is required to serve on a jury shall be compensated for days actually spent on jury duty when he would otherwise have been at work.

17.02 Such employees shall receive the difference between his jury fees and his normal days pay for that time he would have been regularly employed had he not been serving on the jury. The employee shall be required to report immediately upon being excused or released from jury duty when such reporting is reasonable under the circumstances.

17.03 The claim of an employee shall be verified by presentation of his jury duty cheque; however, no payment shall be made for any hour for which the employee receives compensation by the Employer for any other reason. Payment shall not be withheld pending submission of the jury duty cheque.

17.04 Any employee subpoenaed to attend as a witness on behalf of the Employer or the Crown shall be entitled to the difference between his witness fee and his normal days' pay.

ARTICLE 18 - UNIFORMS/BOOTS/TOOL ALLOWANCE

18.01 (a) Safety shoes or boots will be worn by each employee while on duty, as a condition of employment. The Employer will pay each full-time employee \$90.00 in February of each year towards the purchase of safety shoes or boots. It is agreed that safety shoes or boots are to be maintained in good condition.

(b) If an employee's safety shoes or boots are damaged beyond repair due to some work related condition or incident, the Employer will replace them, but not more than once each calendar year. It is understood that the term work related condition or incident does not mean normal wear and tear.

- (c) Where an employee is permanently assigned to work in the freezer, the Employer will supply such employee with one (1) pair of insulated boots once each year. An employee who is assigned to work in the freezer will be supplied, at the Employer's cost, with an insulated jump-suit or two-piece suit and gloves and a locker in which to store that clothing.
- (d) The Employer will continue to provide:
 - (i) one (1) skidoo suit or parka at each Branch to be used by the truck mechanic or shunter;
 - (ii) insulated boots and one (1) pair of prescription safety glasses every two (2) years for mechanics (Truck and Maintenance) and for the gas man;
 - (iii) jackets at the Recoup;
 - (iv) acid-proof aprons and gloves in the various battery rooms and maintenance areas which it operates;
 and will replace such items as required
- (e) The Employer shall provide a maximum of two (2) coveralls each year to employees performing maintenance or janitorial work on a full-time basis.
- (f) The Employer shall provide coveralls to those employees who normally work in the Produce area.

18.02 If the wearing of safety hats is required by D.O.L. the Employer will provide C.S.A. approved safety hats to all employees free of charge. Such hats are to be worn by each employee while on duty, except that truck drivers will not be required to wear them while driving. An employee is responsible for his safety hat in the same way that he is responsible for other property of the Employer which is supplied for use by employees in the performance of their work.

18.03 The Employer will reimburse a truck or maintenance mechanic for replacing tools or purchasing new types of tools used in his work up to a maximum of \$250.00 once each calendar year, provided the employee provides the receipts for new tools.

ARTICLE 19 - NO DISCRIMINATION

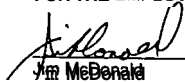
19.01 The Employer and the Unions agree that there will be no discrimination against any employee or group of employees on the basis of race, sex, religion, age, or national origin. The provisions of the grievance plan shall not amount to discrimination.

ARTICLE 20 - TERM OF AGREEMENT

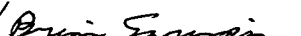
20.01 Unless changed by mutual consent, this Agreement shall continue in full force and effect from the 1st day of October, 2009, unless otherwise provided for, until the 29th day of March, 2015 and shall continue automatically thereafter for one (1) year periods unless one (1) Party notifies the other in writing within a period of ninety (90) days immediately prior to the expiration date that it desires to amend the Agreement.

- 20.02 Negotiations shall begin within fifteen (15) days following notification for amendment, as provided for in the preceding paragraph.
- 20.03 If, pursuant to the negotiations, an agreement is not reached on the renewal or amendment of this Agreement or the making of a new agreement prior to the expiry date, this Agreement shall continue in full force and effect until a new agreement is signed between the Parties or unless conciliation proceedings prescribed under the Ontario Labour Relations Act have been completed, which ever date should first occur.
- 20.04 This Agreement shall ensure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

FOR THE EMPLOYER




 Jim McDonald



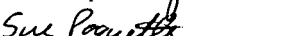
 Brian Springer



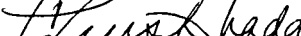
 Jim Galloway



 Michael Doyle



 Sue Paquette

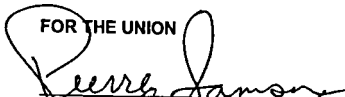


 Christine Nadeau




 Scott Shaw


FOR THE UNION



 Pierre Samson



 Doug Kapuriek




 Don Mason




 Steve Buske



 Garry Wistaff



 John Harkins




 Dan Madore



 Julius Pollak




 Barry Gunn



 Heath Massey



 Brian MacDonald, Local 91



 Mike Lalonde, Local 91

SCHEDULE "A"
WAGES & CLASSIFICATIONS

A.01 Full-time Classifications & Rates of Pay - Warehouse / Transport

- (a) *Effective the date of ratification, the following shall be the minimum full time wages for those who were hired full time in the Warehouse and Transport departments prior to the Date of Ratification (September 30, 2009):*

Classification	Start Rate	6 mo.	12 mo.	18 mo.	24 mo.	30 mo.	36 mo.	42 mo.	48 mo.	54 mo.	60 mo.
Warehouseperson/	14.00	14.30	14.60	14.90	15.20	15.50	15.80	16.10	16.40	16.70	23.20
Battery Room											
Machine Operator	14.10	14.30	14.60	14.90	15.20	15.50	15.80	16.10	16.40	16.70	23.25
Shipper/Receiver	14.10	14.30	14.60	14.90	15.20	15.50	15.80	16.10	16.40	16.70	23.30
Driver	15.50	15.80	16.10	16.40	16.70	17.00	17.30	17.60	17.90	18.20	23.40
Mechanic/Main.	15.60	15.90	16.20	16.50	16.80	17.10	17.40	17.70	18.00	18.30	23.50

- (b) *Full time Employees hired prior to the date of ratification*

Effective the pay following the date of ratification all active full time who are at the end rate of pay shall receive a \$1250 lump sum payment.

Effective September 26, 2010 all active full time who are at the end rate of pay shall receive a lump sum payment of \$1000.

Effective September 25, 2011 all active full time who are at the end rate shall receive a \$1000 lump sum payment.

Effective September 23, 2012 all active full time employees who are at the end rate shall receive a lump sum payment of \$1000.

Effective September 29, 2013 all active full time employees who are at the end rate of pay shall receive a \$1000 lump sum payment.

Effective September 28, 2014 all active full time employees who are at the end rate of pay shall receive a \$500 lump sum payment.

Active full time employees hired prior to the date of ratification who are not at the end rate of pay will receive a lump sum payment of \$750 on the above mentioned dates, except September 28, 2014 at which time the lump sum will be \$375.

Full time employees will have an option of transferring their lump sum payment into the Company sponsored RRSP program provided they are eligible to do so in accordance with CCRA rules.

- (c) Effective Date of ratification, the following shall be the minimum Full time wages for those hired full time after the Date of Ratification in the Warehouse:

Classification	Start Rate	6 mo.	12 mo.	18 mo.	24 mo.	30 mo.	36 mo.	42 mo.	48 mo.	54 mo.	60 mo.
Warehouse	15.00	15.25	15.50	15.75	16.00	16.25	16.50	17.00	17.50	18.00	18.50

Those hired Full time after the Date of Ratification will receive the benefits and retirement savings package offered at the Real Canadian Superstore in Ontario.

A.02 Transport Compensation

- (a) Full time Drivers hired prior to the date of ratification will qualify for the Lump Sum payments as outlined in A.01 (b).
- (b) Effective Date of ratification, the following shall be the minimum Full time wages for those hired full time after the Date of Ratification when on an hourly work assignment:

Classification	Start Rate	6 mo.	12 mo.	18 mo.
Driver	17.50	18.00	18.25	18.50

Those hired Full time after the Date of Ratification will receive the benefits and retirement savings package offered at the Real Canadian Superstore in Ontario.

- (c) Effective the date of ratification of this agreement, the following shall be the minimum hourly rates of pay for all part-time employees throughout the term of this Agreement when on an hourly work assignment:

D.O.R

Rate

17.00

(d) Activity-Based Compensation

<u>Activity</u>	<u>FT Pre-DOR</u>	<u>FT Post-DOR</u>	<u>PT</u>
Start of Day/Pre-trip	\$11.70	\$9.25	\$8.50
Drop	\$2.85	\$2.25	\$2.10
Hook	\$2.85	\$2.25	\$2.10
Fuel – Tractor	\$4.40	\$3.00	\$2.75
Fuel – Trailer	\$3.30	\$2.25	\$2.10
Delivery/Pick up (0-2 hrs)	\$23.40	\$18.50	\$17.00
End of Day/Post-trip	\$11.70	\$9.25	\$8.50

- (i) The mileage rate is \$0.24 per Km In all instances.
- (ii) Highway trips shall be defined as locations that lie beyond a sixty (60) kilometre radius from the Ottawa Distribution Centre at 2625 Sheffield Road.
- (iii) Mileage will be calculated using "PC Miller".
- (iv) "End of Day" includes Dunnage activities.
- (v) Start/End of Day is a fixed Activity-based component for all Drivers.
- (vi) All accumulated yard time after the initial out-gate up to the last in-gate will be paid hourly, for any Driver performing multiple assignments that return to the DC.

A.03

Pari time Wages:
Warehouse

Effective the date of ratification of this agreement, the following shall be the minimum hourly rates of pay for all part-time employees throughout the term of this Agreement:

D.O.R

Rate
14.50

Active part time employees on the payroll who were hired prior to the date of ratification who are at the end rate of pay shall receive \$500, all other active part time shall receive \$250 on the above mentioned dates, except September 28, 2014 at which time the lump sum will be \$250 and \$125, respectively.

SCHEDULE "B"

HEALTH & WELFARE – PENSION (Warehouse and Transportation)

As used in the Schedule:

- (a) the expression "bargaining unit employee" means a full-time employee who is within one of the bargaining units in Article 1 of this Agreement: and
- (b) the term "part-time employee" shall be as defined in Article 1 hereof; and
- (c) part-time employees are not entitled to any of the benefits hereinafter provided for, unless expressly provided for otherwise.

B.01 Bargaining Unit Employees

Life Insurance & Accidental Death & Dismemberment

- (a) Full-time employees shall be provided with Life Insurance in an amount equal to two (2) times the employee's base annual salary.
- (b) Full-time employees shall be provided with an Accidental Death & Dismemberment insurance in an amount equal to two (2) times the employee's base annual salary in addition to the Life Insurance.

Weekly Indemnity Insurance

Effective January 6, 2002 the Company will provide the following benefits to those full time employees who are active on the payroll:

- (a) An insured employee who is totally disabled and unable to work due to sickness or an accident not covered by the Workplace Safety and Insurance Board, will be paid a weekly benefit commencing on the first day of absence due to an accident, or the first day of hospitalization, and the fourth day of absence due to a sickness. The amount of the benefit and the maximum period for which the benefit is payable shall be as set out in the following schedule:

Years of Continuous Full-time Employment with the Company

At Least First of the month next following date of hire	But Less Than 3 years	Amount of Weekly Benefit 75% of basic weekly wage	Maximum Period 26 weeks
	after 3 years	85% of basic weekly wage	26 weeks

The weekly benefit shall be determined based on basic weekly wage and service as of the date of commencement of disability.

- (b) It is not required that the insured employee be confined to home, but the employee must be under the regular care and attendance of a licensed physician during the period for which benefits are being claimed.
- (c) Certification of illness for loss of time benefits, up to a maximum of ten (10) weeks for each period of disability, will be accepted if completed by a licensed Chiropractor, Podiatrist or Oral Surgeon.
- (d) A disability resulting from the same cause as a previous disability will be treated as a continuation of the previous disability unless the employee has returned to work on a continuous full-time basis for at least fourteen (14) days.
- (e) Weekly benefits are not payable for the following:
 - (i) disability for which an employee receives benefits under any Workers Compensation or similar law;
 - (ii) disability resulting from willfully, self-inflicted injury or from any attempt at self-destruction;
 - (iii) disability of an employee who is not under treatment by a physician or surgeon duly licensed to practice medicine, or during the first four (4) weeks of disability of an employee who is not under treatment by a licensed Chiropractor;
 - (iv) pregnancy where a female employee is not disabled;
 - (v) any period during which a female employee is on a pregnancy leave of absence in accordance with this Agreement.

Long Term Disability (LTD)

Effective January 6, 2002 the Company will provide the following benefits to those full-time employees who are active on the payroll:

- (a) Upon receipt and approval of the insurer of due proof that an insured employee has become totally and continuously disabled for a period of twenty-six (26) weeks, a monthly benefit shall be paid to the employee until the earliest of the following dates:
 - (i) the date on which the employee shall cease to be totally disabled;
 - (ii) the date on which the employee attains normal retirement age;
 - (iii) the date of the employee's death.
- (b) total disability means continuous disability which, during the first two (2) years of total disablement, prevents an employee from performing any and every duty pertaining to the employee's own occupation and thereafter from engaging in any occupation for which the employee is fitted through education, training or experience.

- (c) The amount of the monthly benefit payable with respect to disability shall be the amount of monthly benefit in effect for the employee on the date of commencement of the disability as set out in the following schedule:

Portion of Basic Monthly Wage	Benefit as a Percentage of Basic Monthly Wage
First of \$2300.00	66%

Subject to a maximum monthly benefit of \$2,000.00

- (d) If the disability income benefit receivable by the disable employee from all sources, including Workers Compensation benefits, exceed 71% of the employee's average earned monthly income during the two (2) year period immediately prior to the date of disablement, payment under this benefit will be reduced so that the income benefits from all sources shall not exceed 71% of such average earned monthly income.
- (e) Under no circumstances will the total monthly benefit payable under this policy, together with other income replacement sources payable because of disability, be less than the amount shown in the above schedule.

LTD benefits will not be reduced by virtue of any amount received on behalf of any dependents of an LTD recipient.

- (f) It is not required that the insured employee be confined to home, but the employee must be under the regular care and attendance of a licensed physician during the period for which benefits are being claimed.
- (g) LTD benefits are not payable with respect to disabilities resulting from any of the following:
- (i) wilfully self-inflicted injury or any attempt at self-destruction;
 - (ii) any condition for which the employee is not under the care of a physician or surgeon duly licensed to practice medicine;
 - (iii) war or hostilities of any kind, whether or not the employee was actually participating therein and whether or not war be declared;
 - (iv) pregnancy where a female employee is not disabled;
 - (v) any period during which a female employee is on a pregnancy leave of absence in accordance with this Agreement.

Post Retirement Death Benefit

On retirement at age sixty-five (65), the Employer will provide and pay for \$10,000 of life insurance for the retiree.

B.02 Bargaining Unit Employees and Dependents

Dental Plan

- (a) The Employer will continue the preventive Dental Plan during the term of this Agreement and will continue to pay its share of the cost of the premiums for that Plan. The level of benefits provided by the Plan will lag the Ontario Dental Association (ODA) schedule of fees by one (1) year.

In addition, dental check-ups will be limited to once every nine (9) months.

Drug Plan

- (a) The Employer will continue the Drug Plan or replace that plan with another which provides no lesser benefits. In either case there shall be no break in coverage and the Employer will continue to pay its share of the cost of the premiums for the Plan for the term of the Agreement.

Optical Plan

- (a) The Employer will continue and pay its share of the cost of the premiums for an Optical Plan which will provide for frames and prescription lenses and contact lenses as follows:
- (i) up to two hundred dollars (\$200.00) per employee and spouse, every two (2) years:
 - (ii) up to two hundred dollars (\$200.00) for each dependent child of the employee sixteen (16) years and under once each year, and thereafter every two (2) years while eligible as set out in the benefit booklet.

B.03 Canada Pension Plan (CPP)

The Employer shall make the Employer's contribution in respect to each employee in accordance with the Canada Pension Plan.

- B.04** After six (6) months of employment, a bargaining unit employee shall be covered for life insurance and accidental death & dismemberment insurance. Entitlement to the other benefits set out above in this Schedule becomes effective commencing on the first day of the month after a bargaining unit employee has been employed for three (3) months.
- B.05** The Employer will continue to pay its share of the cost of benefits for a period of thirty (30) days when a bargaining unit employee who is eligible for the benefits set out in this Schedule is laid off. When employment is terminated, the Employer will pay its share of the premium costs for such benefits for the balance of the calendar month.
- B.06** When a bargaining unit employee is granted a leave of absence, the Employer will continue to pay its share of the premium costs of the group benefits in this Schedule for the first thirty (30) days of such leave of absence.
- B.07** During the time an employee is in receipt of benefits under either the Weekly Indemnity or LTD insurance, the Employer will continue to pay its share of the premiums on his behalf for the Drug

Plan, the Dental Plan and the Group Life Insurance Plan.

B.08 Improvements in the group benefits set out in this Schedule, all of which were agreed to by the Parties during the negotiations for this Agreement, will become effective on the dates shown in this Schedule.

B.09 Employees who retire at age fifty-five (55) or later will be provided with their life and health benefits until age sixty-five (65).

B.10 The Employer will continue the retirement allowance set out in the previous collective agreement made between the Parties with respect to all bargaining unit employees who retire or are retired up to and including March 31, 1975.

B.11 Pension
Warehouse and Transport

(a) For those full-time employees hired on, or before, September 30th, 1995 the terms and conditions of the pension plan that were in effect as of September 30th, 1995, shall remain in effect for the term of this Agreement, except where changes are required to conform with legislation or where changes are implemented by the Pension Plan administrator.

(b) Effective November 10, 2001 the Parties agree to the deletion of the \$500.00 RRSP for all Warehouse and Transport full-time employees. All full-time employees on the payroll as of the date of ratification will be placed in the Company pension plan provided they meet the eligibility requirements of the plan.

All new full-time hires following the date of ratification of this agreement will be enrolled in the Pension plan as per the eligibility requirements of the plan.

B.12 (a) If an employee is off work because of illness or accident and is thereby entitled to weekly, indemnity benefits or to Workers Compensation benefits and payment for benefits or compensation has not yet commence, the Employer will, upon request pay him an advance of wages pending commencement of such payment up to a maximum of an amount equal to two (2) weeks pay at his regular rate, provided the employee is in immediate need of funds for his personal or family use and the employee signs a waiver to have the monies so deducted.

(b) Any advance made by the Employer shall be repaid promptly by the employee when such payment to him commences. Failing repayment, the Employer may, upon the employee's return to work, deduct from his wages the amount of any advance remaining unpaid.

(c) If an employee fails to make such repayment promptly upon receipt by him of his first weekly indemnity or Workers Compensation cheque, he shall not be entitled to an advance of wages in the future.

B.13 Sharing of Costs

(a) Effective the first full pay week following the Date of Ratification eligible employees shall contribute two percent of their gross straight time earnings, towards the costs of the benefits provided for herein in this Schedule "B", with the exception of B.11.

B.14 Co-ordination of Benefits

Where the spouse and/or family of an active full-time employee are provided with insurance coverage by virtue of such spouse's and/or family's employment, then the co-ordination of benefit coverage will occur. Where such other coverages are provided, the amount of benefit provided in the employee's health and welfare plan shall be equal to the amount otherwise payable by the Employer less the full amount which would be provided by virtue of the spouse's employment in the absence of any benefits provided by the Employer.

SCHEDULE "C"
PART-TIME EMPLOYEES

- C.01 The Union and the Employer agree that part-time employees are not entitled to any of the rights or benefits of this Agreement, or any Schedule to this Agreement, unless specifically provided for.
- C.02 The following are the terms and conditions relating to the employment of part-time employees. In the event of a conflict between the terms of this Schedule and the main body of this Agreement or any Schedule thereof, the terms of this Schedule shall prevail.
- C.03 It is expressly agreed that the Employer will not hire part-time employees so as to replace regular, full-time employees or to prevent the hiring of full-time employees.

Utilization of part-time employees will be administered by mutual agreement at Branch level as follows:

Ottawa Warehouse Operation

- (1) Use of part-time employees at the Ottawa Warehouse department shall not exceed **twenty** percent (~~2036~~) of regular hours, excluding Transportation department hours, over and above one (1) for one (1) replacement for absenteeism for any reason. This calculation shall be determined by multiplying the total number of full-time employees on the Warehouse seniority list by forty (40) hours and then multiplying the result by fifteen percent (15%).

It is agreed that the term Absent for any reason shall not include absences caused by a Paid Holiday as provided for in Article 11 of the Collective Agreement.

- (2) Notwithstanding any other provisions to the contrary which may be contained elsewhere in this Agreement, it is agreed that during the **periods** of May 1st to September 15th, **December 1st to January 15th, the week of Easter and preceding week, the week of Thanksgiving and the preceding week and the week of "Insiders", week preceding and week following**, the Employer shall be entitled to unlimited usage of part-time employees.
- (3) Use of part-time employees at the Ottawa Transportation department shall not exceed fifteen percent (15%) of regular hours, excluding Warehouse department hours, over and above one (1) for one (1) replacement for absenteeism for any reason. This calculation shall be determined by multiplying the total number of full-time employees on the Transportation seniority list by forty (40) hours and then multiplying the result by fifteen percent (15%).

It is agreed that the term "absent for any reason" shall not include absences caused by a Paid Holiday as provided for in Article 11 of the Collective Agreement.

- (4) The Employer shall be entitled to replace an absent full-time employee on a full-time basis with a part-time employee to a maximum of **one hundred and twenty (120) calendar days**. In the event the part-time employee is required to work beyond such **one hundred and twenty (120) calendar days** for the replacement of the same absence then the most senior part-time employee will automatically be converted to full-time status. In the event that the most senior part-time employee declines the full-time position, it shall then be offered by seniority to each of the remaining part-time employees.

Upon the return of the absent full-time employee, the part-time employee who was converted to full-time status as a result of the ninety (90) day absence, may be laid off but will remain entitled to all of the rights and benefits provided for in this Agreement with the exception of the guarantee of hours provided for in Article 12.08 hereof.

- (5) The **one hundred and twenty (120)** day provision referred to herein may be extended by mutual agreement between the Union and the Employer. Failing mutual agreement, the Employer shall not be entitled to extend the ninety (90) days.

C.04 It is agreed that part-time employees will be trained in accordance with the following requirements:

- (a) a bargaining unit employee will be in attendance at all times while a part-time employee is being trained;

C.05 Part-time employees shall be entitled to vacation pay as provided for in the Employment Standards Act of Ontario R.S.O. 1990.

C.06 Part-time employees shall be entitled to Statutory Holiday pay as provided for in the Employment Standards Act of Ontario R.S.O. 1990.

C.07 Part-time employees shall be entitled to the provisions of the following Articles of this Agreement:

- 3.05
- Article 5 in its entirety*
- 7.06
- 12.10
- 12.11
- 12.12
- 14.04
- 15.02
- 15.03
- 15.07
- 18.01 (a) (1st sentence only)
- 18.02
- 19.01

It is agreed that the employment of a part-time employee during his probationary period may be terminated for any reason at the sole discretion of the Employer.

C.08 A part-time employee is a person who regularly works not more than twenty-eight (28) hours pre week. The status of a part-time employee shall not be deemed to be changed because he works in excess of those hours in any of the following circumstances:

- (a) he is replacing an employee who is absent in accordance with the provisions of the Collective Agreement;
- (b) he is covering for a full-time employee who has refused a recall to work on a temporary basis as provided for in Article 1.04 (a) hereof;

(c) on a full-time basis during the period May 1st to September 15th.

- C.09** (a) After a part-time employee has actually worked, in any twelve (12) month period, excluding May 1st to September 15th, a total of four hundred (400) hours, he shall be deemed to have acquired seniority for the purposes of this Schedule and his name shall be placed on the seniority list mentioned below
- (b) A separate seniority list will be established for part-time employees and will be revised by the Employer at least every six (6) months. Such lists will show the employee's name and his last date of hire.
- (c) Hours of work will be assigned to part-time employees according to seniority, provided the senior employee has the ability necessary to perform the normal requirements of the job.
- (d) After a part-time employee has acquired seniority, as defined herein, he will be entitled to bid for permanent job vacancies and newly created jobs which are posted in accordance with Article E of this Agreement. If any posted vacancy or new job is not filled by a full-time employee, and such vacancy or new job is intended to increase the complement of the full-time bargaining unit, then the Employer undertakes to consider the part-time employee who immediately possesses the skills, ability, knowledge, competence and qualification to perform the normal requirements of the vacancy or new job.
- (e) Whenever a part-time employee is converted to full-time he will be credited in the full-time bargaining unit for seniority purposes with fifty percent (50%) of his seniority up to a maximum of one (1) year, and upon such conversion, he shall not be required to serve a new probationary period as though he were a new hire. Such seniority will then apply in the full-time unit in accordance with the terms of the Collective Agreement, except vacations, provided that such seniority shall not apply to the waiting periods for benefits as set out in Schedule B to this Agreement, and any such employee shall be deemed to be a new hire for the purposes of Schedule B.
- (f) A part-time employee who has acquired seniority under the provisions of the collective agreement, shall lose all seniority and his employment shall be automatically terminated if:
- (1) he voluntarily quits the employ of the Employer;
 - (2) he is discharged and not reinstated through the Grievance Procedure;
 - (3) he is laid off for a period of time equal to his length of seniority to a maximum of six (6) months:
 - (4) following a recall from lay-off, he fails to notify the Employer of his intention to return to work within five (5) calendar days of the date of mailing by registered mail to him of notice to return to work and thereafter fails to report to work within seven (7) calendar days of such mailing;
 - (5) he overstays a leave of absence without an excuse which is acceptable to the Employer;
 - (6) he refuses an offer of work on three (3) occasions within any three (3) month period without providing a reasonable excuse.

- C.10 Overtime is voluntary for part-time employees. A part-time employee shall be paid at the rate of one and one-half (1 1/2) times his regular hourly rate for all hours worked in excess of eight (E) hours in a day and in excess of forty (40) hours in a week.
- C.11 Unless otherwise agreed between the Employer and the Union, part-time employees shall only be utilized on established shifts.
- C.12 Where there appears to be a conflict between other language in the Collective Agreement and this Schedule, the terms of this Schedule shall prevail.

September 30, 2009

Local Unions 91
International Brotherhood of Teamsters

Dear Sirs

Letter of Understanding #1

DROPPING TRAILERS

This Letter will serve to reconfirm our agreement that no bargaining unit employee will be laid off solely because of the Employer's practice of dropping trailers.

Yours truly,

Scott Shaw
Senior Director, Labour Relations
Distribution

September 30th, 1995 (Renewed September 30.2009)

Local Union 91, 880, 419 and 879
International Brotherhood of Teamsters

Dear Sirs

Letter of Understanding #2

REMOVAL OF LOCATIONS

During the negotiations for the renewal of this Collective Agreement the following locations were removed from Article 1 of this Collective Agreement:

Local 880 - Chatham Warehouse Operation
Local 419 - Transport Division at Bramalea
Local 419 - Warehouse Operation at Bramalea

It is agreed that in the event that the Employer should reopen any of the above operations, such operation would be represented by the applicable Teamsters Union Local.

Yours truly,

Scott Shaw
Senior Director, Labour Relations
Distribution

September 30, 2009

Local Union 91
International Brotherhood of Teamsters

Dear Sirs

Letter of Understanding #3

MINIMUM PART-TIME RATES OF PAY

This Letter shall serve to confirm the understanding reached between the Parties regarding "Minimum part-time rates". It is understood that the minimum rates of pay for part-time employees will not go beyond \$17.00 per hour in the warehouse and \$19.50 for part time drivers at any time during the term of this collective agreement.

Yours truly,

Scott Shaw
Senior Director, Labour Relations
Distribution

September 30, 2009

Local Union 91
International Brotherhood of Teamsters

Dear Sirs

Letter of Understanding #4

MOVEMENT OF DRIVERS INTO THE WAREHOUSE

This Letter of Understanding shall serve to confirm that prior to recalling or hiring any additional staff to meet the operational requirements of the proposed expansion, the Company will offer full-time drivers covered by the terms of this Agreement a one-time opportunity to transfer into the Warehouse with full seniority rights. Transfers will take place as expeditiously as possible, however the Company reserves the right to conduct such transfers in a manner and period of time which is in the best interests of the business.

Once this transfer is completed such movement will not be reverseable, unless agreed to between the parties. It is also understood by the parties that no further movement between Transport and Warehouse will take place, as per the terms negotiated and ratified by the parties on September 30, 2009.

Yours truly,

Scott Shaw
Senior Director, Labour Relations
Distribution

September 30th, 2009

Local Unions 91
International Brotherhood of Teamsters

Dear Sirs

Letter of Understanding #5

VOLUNTARY RETIREMENT PACKAGE

FULL TIME WAREHOUSE AND TRANSPORT EMPLOYEES ONLY

The Employer recognizes that certain employees may prefer to terminate their employment with National Grocers through retirement. The Company is prepared to offer a Voluntary Retirement package to such employees based on the formula which is hereinafter provided for.

- (a) Full-time employees between the age of 55 and 65 and who have a minimum of twenty-five (25) years of service, may elect to take retirement if they are eligible. Such employees shall then be eligible for benefits in accordance with Employer policy until age 65. Eligible employees who elect to take retirement shall be paid three (3) week's pay for each completed year of full time service, based on their regular hourly rate of pay which was in effect at their time of retirement, to a maximum of \$75,000.00
- (b) Qualified Full-time employees who are within eighty-five (85) weeks of normal retirement age at the time of retirement shall be eligible for the above mentioned Voluntary Retirement package except that such employees shall receive the lesser of that which they would have otherwise earned at their regular hourly rate for regular hours worked, based on their regular hourly rate of pay which was in effect at their time of early retirement, had they remained at work until their normal retirement age or the above mentioned \$75,000.00.
- (c) Eligible Full-time employees who wish to accept the Voluntary Retirement package herein provided for must advise the Employer in writing, no later than **January 31, 2010**, of their desire to terminate their employment and accept the Voluntary Retirement package. The offer of this Voluntary Retirement package to qualifying employees shall not extend beyond such date.
- (d) Eligible Full-time employees who are in receipt of LTD benefits at the time of ratification of this agreement, shall also be eligible for the Voluntary Retirement package as herein provided for. Such employee shall only receive the Voluntary Retirement package upon receipt of a declaration from their physician that such employee is fit to return to their normal duties. Such employee must advise the Employer in writing, no later than **January 31, 2010**, of their desire to accept the Voluntary Retirement package. The offer of this Voluntary Retirement package to qualifying employees shall not extend beyond such date.

- (e) Eligible Full-time employees who are in receipt of WSIB benefits at the time of ratification of this agreement, shall also be eligible for the Voluntary Retirement package as herein provided for. Such employee must advise the Employer in writing, no later than January **31, 2010**, of their desire to accept the Voluntary Early Retirement package. The offer of this Voluntary Retirement package to qualifying employees shall not extend beyond such date.
- (f) Once an employee has made their election known to the Employer, such election is irrevocable without the consent of the Employer.
- (g) The timing of departure of those employees who have elected to leave shall rest with the Employer. Of those eligible employees who elect to take the Voluntary Retirement package, the Employer agrees to allow a minimum of **two (2)** employees per month to leave in order of their relative seniority ranking.
- (h) The same offer of Early Retirement shall be made available for Full-time employees who meet the eligibility criteria contained in this Letter for the first time during the lifetime of the Collective Agreement. Such employees must declare their intention to the Company in writing by August 1 in each year. The retirements will be effective and the severance payable in January of the following year, however departures will be timed to meet the requirements of the operation. Should an employee who is eligible elect to pass on this offer in the year in which they qualify, the offer cannot be carried over from year-to-year.

Yours truly,

Scott Shaw
Senior Director, Labour Relations
Distribution

September 30th, 2009

Local Unions 91
International Brotherhood of Teamsters

Dear Sirs

Letter of Understanding #6

Working past Age 65

A full time employee may continue to work fulltime subsequent to age 65, at which point their benefits plan will switch to the current retiree benefits plan. A full time employee will continue to accrue pension service until age 69 at which point they must begin to collect their pension:

Yours truly,

Scott Shaw
Senior Director, Labour Relations
Distribution

September 30th, 2009

Local Unions 91
International Brotherhood of Teamsters

Dear Sirs

Letter of Understanding #7

Transport Severance

The Employer recognizes that certain Transport employees may prefer to terminate their employment with National Grocers. The Company is prepared to offer a Voluntary Severance package to such employees based on the formula which is hereinafter provided for.

- (a) Full-time employees may elect to take severance. Eligible employees who elect to take severance shall be paid three (3) week's pay for each completed year of full time service, based on their regular hourly rate of pay which was in effect at their time of separation, to a maximum of \$75,000.00.
- (b) Eligible Full-time employees who wish to accept the Voluntary severance package herein provided for must advise the Employer in writing, no later than 90 days following the Implementation of Activity-Based Compensation, ("ABC"), of their desire to terminate their employment and accept the Severance package. The offer of this Voluntary Severance package to qualifying employees shall not extend beyond such date.
- (c) Once an employee has made their election known to the Employer, such election is irrevocable without the consent of the Employer.
- (d) The timing of departure of those employees who have elected to leave shall rest with the Employer. Of those eligible employees who elect to take the Voluntary Severance package, the Employer agrees to allow a minimum of two (2) employees per month to leave in order of their relative seniority ranking, or some greater number if it is operationally feasible.

Yours truly,

Scott Shaw
Senior Director, Labour Relations
Distribution

September 30th, 2009

Local Unions 91
International Brotherhood of Teamsters

Dear Sirs

Letter of Understanding #8

EXCESS WEEKLY HOURS

Pursuant to section 17 of the Employment Standards Act, 2000 (the ESA), the Company and the Union agree that members of the bargaining unit may work in excess of 48 hours per week but not more than 60 hours per week.

This agreement to work excess hours shall continue in full force and effect for the duration of this Collective Agreement.

Yours truly,

Scott Shaw
Senior Director, Labour Relations
Distribution

September 30th, 2009

Local Unions 91
International Brotherhood of Teamsters

Dear Sirs

Letter of Understanding#9

COMPANY-ISSUED APPAREL

This Letter shall serve to confirm the understanding reached between the Parties regarding Company-issued apparel. The Parties recognize that significant costs are associated with lost gloves, toques and Freezer boot liners. To better manage this cost, It is understood that these items will be replaced by the Company on an exchange basis when such Items are sufficiently worn.

Yours truly.

Scott Shaw
Senior Director, Labour Relations
Distribution

September 30th, 2009

Local Unions 91
International Brotherhood of Teamsters

Dear Sirs

Letter of Understanding #10

LABOUR STANDARDS

This Letter shall serve to confirm the understanding reached between the Parties regarding Labour Standards concerns. It is understood that operational concerns related to Labour Standards that apply to a general population may be addressed at as an agenda item at Labour/Management meetings.

Additionally, the Company will advise the Union of any pending independent audit (scheduled at approximately 18 month intervals) so that issues may be brought forth by the Union in advance of the audit. A post-audit debrief will be schedule to review those concerns and any relevant findings made by the auditors.

Yours truly,

Scott Shaw
Senior Director, Labour Relations
Distribution



A MEMBER'S REMINDER

Application for Withdrawal Cards should be made if a member is: off, discharged, retires, off duty, on sick leave, or injured, or on W.S.I.B. maternity leave, or on leave of absence, or any other reason for an extended period of time.

It is your responsibility, and not that of your Steward or Business Representative. Please call the Union office to apply for your withdrawal card as soon as you stop working.

Your Union Dues must be paid up to date, to include the cost of your portion of union dues for the month in which you file your withdrawal card.

If you work eight (8) hours or more in a month, dues are owing for the complete month.

There is no charge for the withdrawal card, (this is a benefit to you the member).

If you are paid up to date, your dues stop as long as you are off work, (do not pay dues while you are off, i.e. one (1) complete month, ten (10) days, etc.), when you return to work your union dues will resume.

Please call the Union office to advise date you return to work.

If you do not apply for a withdrawal card, and are off for one or two months you would owe the back dues.

If a period of three (3) months or more has gone by, you would be suspended and when you return to work, you could be charged three months dues, or our Re-Initiation fee of \$75.00, whichever is the greater.

TEAMSTERS LOCAL UNION No. 91 EXECUTIVE BOARD - Effective January 1, 2011

President & Business Representative.....	Brian MacDonald
Vice President & Business Representative.....	Bradley I
Secretary & Business Representative	Jim Bunbury
Secretary	Pam Pickerino
Trustee	Rick Alhart
Trustee	John Blakely
Trustee	Yves Thivierge

PLEASE ADVISE US OF ANY CHANGES IN YOUR ADDRESS