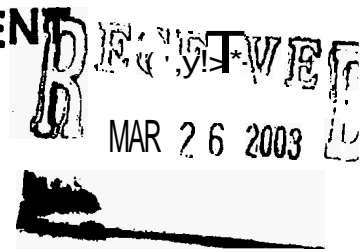


OFFICE COLLECTIVE AGREEMENT



between

LOEB CANADA INC.

(hereinafter referred to as the "COMPANY")

and

TEAMSTERS LOCAL UNION 91

AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS
(hereinafter referred to as the "UNION")



EFFECTIVE: April 1, 2002
TO: March 31, 2010

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ARTICLE 1- RECOGNITION

1.01 *The Company recognizes the Teamsters Union Local 91 as the sole collective bargaining agent for all office and clerical employees of Loeb Canada Inc. in the City of Ottawa, save and except those employees working at the Company's Head Office, those in the Human Resources Department, buyers, outside sales staff, dispatchers, confidential secretaries, supervisors, persons above the rank of supervisor, Retail Specialists, Retail Operation Technicians, those in the Engineering Department Legal Department, Advertising/Marketing Department, those employees regularly employed for not more than twenty-four (24) hours per week and students employed during the summer school vacation period.*

1.02 Employees outside of the bargaining unit shall not perform bargaining unit work to the extent it would cause loss of employment or reduction of normal working hours for bargaining unit employees. Employees outside the bargaining unit shall not regularly perform bargaining unit work while a qualified regular employee(s) is laid off.

1.03 (a) Provided regular full-time employees are qualified, able and available to perform the work required, no part-time, temporary, casual or student help will be retained which will result in a reduction of the regular full-time working force or which would reduce the normal hours of the regular full-time working force.

(b) Part-time employees will not be employed during overtime hours to the extent which would deprive regular employees who normally perform the work the opportunity for such overtime.

1.04 Part-time employees may fill extra work assignments or replace absent employees or employees on vocational leave for up to one (1) month. After one (1) month from the date of absence or commencement of the work assignment, the Company agrees to offer the work to the most senior employee(s) in the next lower grade in the same Branch for a maximum of two (2) years, provided he has the ability and qualifications to perform the work required.

In the event there is no successful candidate, the Company shall then post the vacancy and the work shall be offered by seniority to the remaining employees within the bargaining unit, for a maximum period of two (2) years. The successful applicant must have the qualifications and ability to do the work required.

If the regular absent employee returns within the applicable two (2) year period he may return to his position and displace the employee holding the temporary vacancy. Such displaced employee shall return to his former position as will any other employee who transferred as a result of the original temporary vacancy.

If the regular employee has not returned to his position within the two (2) years the job shall be posted as a permanent position. When the regular employee returns he shall be entitled to displace in accordance with the provisions of Article 7.02 of this Agreement.

1.05 A maximum of **four (4)** persons from outside employment agencies may be employed per month with a maximum of **two (2)** permitted in any one of the Branch offices. **The two Branch offices are Industrial and Bantree.**

- 106 In the event a regular full-time employee is not selected to fill a permanent vacancy, senior part-time employees who have forty-five (45) days worked shall have first opportunity at full-time employment in accordance with Article 7. The onus for applying for a full-time position shall be on the part-time employees.

ARTICLE 2 - UNION SECURITY

- 2.01 The Company agrees that all present employees who are members of the Union or who may join the Union and who are covered by this Agreement shall, as a condition of employment, remain members of the Union in good standing.
- 2.02 New employees shall make application for membership in the Union at the time of their hiring and shall become and remain members of the Union in good standing as a condition of employment as soon as their probationary period has been served.
- 2.03 The Company shall deduct **weekly** from the employees' pay an amount certified to the Company by the Union from time to time. The deduction of dues shall commence upon hiring. The Initiation Fee deduction shall begin after completion of the probationary period.
- 2.04 The Company shall remit the money referred to in Article 2.03 hereof to the Union by the fifteenth (15th) day of the month following the month in which the deductions were made and the Company will at the time of making each remittance to the Union, specify the employees from whose pay such deductions were made.
- 2.05 If an employee is absent and has not sufficient pay to his credit, his union dues shall accumulate and shall be deducted upon his return to work. It shall be the responsibility of the Union to advise the Company of the name of the employees who signed a Withdrawal Card so that deductions would not be made during his period of legitimate absence.
- 2.06 It is agreed that all present and new employees who have not joined the Union at the signing of this Agreement must, as a condition of employment, make application for membership in the Union within thirty (30) days of the signing of this Agreement.
- 2.07 Receipts for union dues will be shown on T-4 slips.
- 2.08 Part-time, temporary employees and students working in excess of thirty-seven and one-half (37 1/2) hours per month shall be required to make a financial contribution to the Union in an amount equal to the Union dues deducted from full-time employees.

ARTICLE 3 - UNION REPRESENTATION

- 3.01 At each operation of the Company covered by this Agreement the Union shall appoint a reasonable number of Shop Stewards who shall be recognized for the purpose of investigating and processing grievances.
- 3.02 Notwithstanding their seniority status, Stewards will remain at work in the event of a lay-off as long as work is available which they are qualified and able to perform.
- 3.03 (a) The Company will recognize a Union negotiating Committee of not more than **two** members from the bargaining unit.

Steward may be present at these discussions at the request of the employee. The supervisor shall give his decision to the employee within two (2) working days. Failing settlement, then,

STEP 2

The grievance shall be presented in writing to the department manager on forms supplied by the Union. A conference shall take place between the employee, the Steward, the supervisor and the department manager. The department manager shall give his written decision to the Steward within five (5) working days following the conference. Failing settlement, the Union may proceed to Step 3 within five (5) working days.

STEP 3

By conference between an official of the Local Union and a Company representative designated by the General Manager. The Company representative shall give his decision to the Union in writing within five (5) working days. Failing settlement, the matter may be referred to a Board of Arbitration within thirty (30) days following the decision at Step 3.

5.02 The time limits mentioned in Article 5.01 hereof may be extended through mutual agreement between the parties.

5.03 (a) The Board of Arbitration shall consist of three (3) arbitrators to be appointed by each Party to this Agreement, and the third to be selected by the two so appointed. The Party desiring arbitration shall then appoint his arbitrator and shall give notice in writing to the other Party of such appointment, together with a written statement of the question to be arbitrated, within thirty (30) days after the decision in Step 3. After receiving such notice in writing, the other Party shall appoint an arbitrator and give notice in writing to the other Party within five (5) days. In the event of the two (2) arbitrators so appointed being unable, within ten (10) days, to select a third arbitrator able and willing to act, either Party may apply to the Minister of Labour for Ontario to appoint a Chairman of the Arbitration Board.

The Board of Arbitration so constituted of three (3) members shall then forthwith consider and determine the matters in issue which have been submitted to them for disposal and the decision of a majority of the members of the Arbitration Board 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.

5.04 Any complaint, difference or dispute or alleged violation of this Agreement arising between the Company and the Local Union 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.

5.05 Each of the Parties hereto shall bear the expense of its own representative to a Board of Arbitration and the Parties shall jointly and equally bear the fees and expense, if any, of the third party of such Board of Arbitration.

- (b) The Company will pay such members of the Committee for any regular hours spent on negotiations.
- 3.04 A full-time representative of the Union shall be entitled to visit the Company premises to deal with matters arising out of the administration of this Agreement provided he notifies the Manager or his designate upon arrival and that he does not interfere with the Company's business operations.
- 3.05 It is understood that the Shop Steward has his regular work to perform on behalf of the Company and when it is necessary to service a grievance he will not leave his work without approval of the immediate supervisor and, if requested, give a reasonable explanation as to his absence. With this understanding, the Company will pay for any time used by the Shop Steward in handling grievances and negotiations with the Company which occur during working hours or at any other time mutually agreed upon by both the Company and the Steward.
- 3.06 The Union will inform the Company in writing of the names of the Stewards and of any subsequent changes. The Company shall not recognize any Steward until such notification from the Union has been received. A probationary employee may not be a Steward.
- 3.07 Upon the suspension or discharge of a Union Steward the Company agrees to simultaneously send notification to the Union by means of a telegram or a registered letter. Failure to comply with this procedure shall render the suspension or discharge null and void.
- 3.08 For the purpose of processing grievances or disputes, Union Representatives shall have access to specific documentation directly related to the grievance or dispute, upon request.
- 3.09 Whenever an employee is subject to disciplinary action, the Company will inform the employee of his right to have his Union Steward present. If a Steward is unavailable, another bargaining unit employee of the employee's choice may attend the meeting.

ARTICLE 4 • RESERVATIONS TO AGREEMENT

- 4.01 The Union recognizes the right of the Company to operate and manage its business in all respects in accordance with its obligations, subject to the provisions of this Agreement, and that it is the exclusive function of the Company to hire, lay off, promote, demote, transfer, discipline and discharge for proper cause. The Union also recognizes the right of the Company to make and alter from time to time rules and regulations which are just and fair.

ARTICLE 5 • GRIEVANCE PROCEDURE

- 5.01 No complaint, difference or dispute may be submitted or considered under the grievance procedure unless it has been presented within ten working days from the time of its occurrence, except in the case of an employee not receiving the proper pay due to a clerical or mechanical error on the part of the Company.
if an employee has a grievance, it shall be dealt with in the following manner:

STEP 1

By a conference between the employee and the employee's immediate supervisor. The Union

- 5.06** No matter shall be submitted to a Board of Arbitration which has not been properly carried through all previous steps of the grievance procedure.
- 5.07** 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.
- 5.08** A claim by the Local Union 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 ten (10) working days after the discharge or suspension is effected.
- 5.09** Such special grievance may be settled under the Grievance Procedure or Arbitration by:
- (a) confirming the Company's action in suspending or discharging the employee;
 - (b) reinstating the employee with full compensation for time lost; or
 - (c) any other arrangement which may be deemed just and equitable.
- 5.10** No grievance may be submitted concerning the termination of employment of a probationary employee.
- 5.11** Any notations of reprimands or other disciplinary action notices shall be removed from an employee's record when no subsequent notation or reprimand for the same offence has been entered during a one (1) year period.
- 5.12** The Company will give notice in writing of the reasons for discharge or suspension to an employee at the time of his discharge or suspension and shall take disciplinary action against an employee within a reasonable time from the date of the incident.

ARTICLE 6 - STRIKES & LOCKOUTS

- 6.01** During the term of this Agreement the Union agrees that there will be no strike and the Company agrees that there will be no lockout.
- 6.02** The Company recognizes the right of employees to refuse to cross a legal picket line involving the Teamsters.

ARTICLE 7 - SENIORITY

- 7.01** Employees hired in grades one (1) and two (2) shall be employed on a probationary basis for sixty (60) calendar days. During these probationary periods, employees may be discharged without recourse to the Grievance Procedure. The Company may not discharge an employee for the purpose of forcing an additional probationary period. Upon successful completion of the probationary period, an employee shall be placed on the regular seniority list with seniority dating back to the date of hire.
- 7.02** (a) The continuous length of service of an employee in the bargaining unit shall be the

determining factor in lay-offs, promotions, transfers to other jobs within the bargaining unit, and recalls from lay-offs, provided the employee with the greatest seniority has the qualifications and ability to perform the work in question. In the event of a reduction in manpower, probationary and part-time employees will be laid off first. Persons from outside employment agencies will not be retained when qualified regular full-time employees are laid off.

- (b) If an employee is subject to lay-off, the employee will have the right to displace more junior employees under the following conditions, provided in all cases he has the qualifications and ability to perform the work in question:
 - (1) the employee must displace a more junior employee in the same grade in the bargaining unit whose job he has the ability and the qualifications to perform. Failing this, then
 - (2) the employee must displace a more junior employee in the next lower grade in the bargaining unit whose job he has the ability and the qualifications to perform. Failing this, then
 - (3) this process shall be repeated until all available grades have been exhausted at which time the employee shall be laid-off.
- (c) Employees displaced per Article 7.02 (b) hereof may exercise the same displacement rights in return.
- (d) An employee who refused to exercise his displacement rights under this Article shall be laid-off.

7.03 Seniority will not be broken due to absence from employment because of sickness or accident or other proven legitimate reasons, providing the employee submits the necessary medical reports as and when requested by the Company.

7.04 A seniority list shall be placed on the Bulletin Board and will be revised by the Company on or about January 1 and July 1 of each year. Copies of these lists will be forwarded to the Local Union. 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 social insurance 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 Company;
- (b) is justifiably discharged;
- (c) is laid off for a period of twelve (12) months, for an employee who has twelve (12) months seniority or less and twenty-four (24) months for an employee who has more than twelve (12) months seniority;
- (d) following a recall from lay-off, fails to notify the Company of his intention to return to work within five (5) calendar days of the date of mailing by registered mail or telegram to him of notice to return to work and thereafter fails to report to work

within seven (7) calendar days of such mailing;

- (e) ***overstays a leave of absence without securing an extension, in writing, of such leave of absence, or if he fakes employment other than that declared and agreed upon when applying for the leave of absence;***
- (f) is absent from work without permission or without notifying the Company for three (3) consecutive working days or more unless he provides a reasonable explanation;
- (g) retires or is retired within the provisions of the Pension Plan.

7.06 It shall be the duty of employees to notify the Company promptly of any change in their address or telephone number. If any employees shall fail to do this, the Company will not be responsible for failure of a notice to reach such employee.

7.07 Permanent employees will be given five (5) working days' notice prior to any lay-off (it being agreed that a holiday will not be counted as a working day) or five (5) days' pay in lieu of notice, except in the case of an employee who has been recalled to replace an employee who is temporarily off work, in which case the recalled employee may be laid off with less than five (5) days' notice if the absent employee is ready to return to work.

7.08 (a) When an employee is transferred or promoted to a position outside his bargaining unit, he will retain his seniority and continue to accumulate seniority under this Agreement for a period of six (6) months from the date of such transfer or promotion. After such six (6) month period, the employee shall have no seniority under this Agreement. Should the employee return to this bargaining unit within such six (6) month period however, and there is then no vacancy which, by reason of his qualifications, ability and seniority he is entitled to fill, he may displace the employee with the least seniority in the bargaining unit whose job he has the qualifications and ability to perform. In the event of such displacement, the junior employee will be considered as laid off and the senior employee will be reclassified into the job classification of the junior employee and be paid the rate for such job.

(b) Where an employee accepts an assignment to a position outside his bargaining unit on a temporary basis, he shall be returned to his former job and shift on completion of such assignment.

(c) Notwithstanding the provisions of Article 7.08 (a) hereof, for the purposes of application of seniority, it is understood that employees who are promoted or transferred to a position outside of this bargaining unit to a position within Loeb Inc. which is not located in the regional municipality of Ottawa-Carleton shall not accumulate seniority. With this exception the remaining terms and conditions of Article 7.08 (a) hereof shall apply to such employees.

ARTICLE 8 - JOB POSTINGS, PROMOTIONS, TRANSFERS & TRAINING

8.01 (a) Notice of a permanent vacancy will be posted on bulletin boards at all Branch **Offices**. Such notice shall remain posted for a period of five (5) working days and eligible employees who have completed their probationary periods will have the right to bid for

the position. Selection shall be made on the basis of seniority, provided the employee has the qualifications and ability to perform the work required. The Company will post the name of the successful applicant (if any) on the bulletin board for **two (2)** working days.

- (b) In the case of employees absent because of sickness or accident, the Steward, after verification with the absent employee, may sign the posting on his behalf. It is understood that the employee shall be available for work at the end of the posting period in order to qualify for the position.

8.02 Any successful applicant for a posted job will be given a trial period not exceeding thirty (30) working days. During such period the Company will extend to the employee reasonable instruction. If an employee ~~is~~ unable to perform the duties required **at any time** during the trial period, 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 job posting.

8.03 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 again be posted in accordance with this Article.

8.04 Only two (2) successful bids per employee in each job grade will be accepted in any twelve (12) month period. There shall be no limitation on the number of successful job bids to higher grade levels.

8.05 If there is no applicant or no successful applicant for a posted job, applications from Loeb Inc. members of Teamsters Local 91 within the regional municipality of Ottawa-Carleton from outside the bargaining unit will be considered on the basis of seniority, providing the applicant has the qualifications and ability to perform the work. It is understood that applicants from outside the bargaining unit will not have recourse to the grievance procedure should they not be chosen or should the Company hire a new employee.

8.06 (a) When new types of equipment are introduced or technological changes made, the Company will give job training where required to the employee(s) whose job is directly affected as soon as ~~is~~ feasibly possible after the date of the identification of the training requirement, provided:

- (1) the employee ~~is~~ otherwise qualified to perform the job;
- (2) has not previously undergone such training.

(b) An employee may be removed from a training program and shall be subject to layoff for any of the following reasons:

- (1) is not adaptable to the job for which he is being trained;
- (2) fails to demonstrate progress after a reasonable amount of time;
- (3) fails to successfully complete the training course within a reasonable time limit.

8.07 The Company shall provide the Union with a list of all job classifications covered under the Agreement and the requisite qualifications pertaining thereto. The Union shall be advised prior

to the implementation of any changes to the classifications and qualifications and be given an opportunity to provide input to the proposed changes. The Company undertakes to reasonably consider all Union suggestions concerning the proposed changes.

In the event of a dispute concerning said changes the Company reserves the right of implementation and the Union reserves the right to process the dispute through the grievance/arbitration process.

- 8.08 An employee who is temporarily transferred to another job will receive his own rate or the other job rate, whichever is higher. This guarantee shall not apply when an employee applies for a temporary posting or exercises his seniority rights in displacing another employee.

ARTICLE 9 - LEAVE OF ABSENCE

- 9.01 (a) Employees shall be granted leave of absence for up to five (5) years without pay or benefits when authorized to serve in any capacity on official Union business. However, during this leave of absence, the employee's seniority shall continue to accumulate.
- (b) Upon return from the leave of absence, the employee shall be offered the first available position which he is qualified and able to perform. In the event no position is immediately available, he shall displace the most junior employee in the bargaining unit whose job he is qualified and able to perform.
- (c) The Company agrees to grant a maximum of two (2) employees a leave of absence without pay for up to three (3) days, to a maximum of twenty (20) days per contract year, to attend union functions. The Company shall be granted as much advance notice as possible.
- 9.02 An employee who wishes a leave of absence without pay for legitimate personal reasons shall make such request in writing to his department manager at least thirty (30) days prior to the proposed commencement date of such leave, except in the case of a personal emergency. Leaves of absence shall not exceed sixty (60) days per year. The manager's permission for leave of absence shall not be unreasonably withheld.
- 9.03 No leave of absence shall be consecutive with an employee's annual vacation except in the event of a personal emergency.
- 9.04 The Company 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 The Company agrees to maintain benefit premium payments for each employee on personal leave of absence on the condition that the employee reimburse the Company for the full amount paid.
- 9.06 (a) The Company will grant Maternity/Parental leave in accordance with the Employment Standards Act and as subsequently amended, without loss of seniority, provided, however, that the Company may require the employee to commence maternity leave at any time following three (3) months after commencement of pregnancy. An employee on maternity leave must return to work no later than six (6) months following termination of pregnancy, or such further date if eligible under the Act, in order to retain her seniority. If post-pregnancy complications arise involving the mother or her new-born child

(confirmed by a doctor's certificate) which may delay the employee's return to work beyond the six (6) month period, the employee shall continue to accumulate seniority. An employee must have been in the employ of the Company for a period of thirteen (13) weeks in order to qualify for maternity leave.

- (b) The Company will grant paternity leave without pay and without loss of seniority in the event that the mother dies or is hospitalized and unable to care for the child. An employee on paternity leave must return to work no later than six (6) months following termination of the spouse's pregnancy in order to retain his seniority. If complications arise (confirmed by a doctor's certificate) which may delay the employee's return to work beyond the six (6) month period the employee shall continue to accumulate seniority. An employee must have been in the employ of the Company for a period of thirteen (13) weeks in order to qualify for paternity leave.

9.07 The Company shall maintain its share of the cost of benefits for the term of any approved maternity or paternity leave.

9.08 An employee who is required to write an exam for a Company approved course shall be granted a leave of absence without loss of regular wages, seniority or benefits for the day on which the exam is to be written.

9.09 Subject to approval by the Company in writing, employees may take Vocational leave for the purpose of attending specific Company-related courses on a full time basis, under the following conditions:

- (a) the employee must have completed five (5) years of service with the Company;
- (b) the leave of absence must not exceed twelve (12) calendar months;
- (c) the employee shall continue to accumulate seniority during the absence;
- (d) the leave of absence shall be without pay or benefits;
- (e) upon completion of the vocational leave, the employee shall return to his former position or if the former position has become redundant shall be entitled to displace in accordance with the provisions of Article 7.02 of this Agreement.

ARTICLE 10 - VACATIONS

10.01 The Company will grant each employee, subject to this Agreement, a vacation period. The basis of the vacation paid will be as follows:

- (a) The vacation year will extend from May 1 to April 30 of the following year. The year-to-year accumulation of vacation credits will not normally be permitted. All entitlements will be used during the period of May 1 to August 31 of the following year.
- (b) The Company will grant, by way of vacation to those employees who have less than two (2) years of continuous service as of December 31 in any one year, one (1) day's vacation with pay for each full calendar month of employment, up to a

maximum of ten (10) days, to be taken during the vacation year starting on May 1st.

- (c) *The Company will grant, by way of vacation to those employees with more than five (5) years of continuous service as of December 31st in any one year, fifteen (15) days vacation with pay during the vacation period starting May 1;*
- (d) The Company will grant, by way of vacation to those employees who have nine (9) years or more of continuous service as of December 31 in any one year, four (4) weeks vacation with pay to be taken during the vacation year starting on May 1st; however, if an employee has not completed his nine (9) years of employment when taking his vacation, the pay (and the time at the employee's option) for the last week shall be delayed until his ninth (9th) anniversary date of employment.
- (e) The Company will grant, by way of vacation to those employees who have sixteen (16) years or more of continuous service as of December 31 in any one year, five (5) weeks vacation with pay to be taken during the vacation year starting on May 1st; however, if an employee has not completed his sixteen (16) years of employment when taking his vacation, the pay (and the time at the employee's option) for the last week shall be delayed until his sixteenth (16th) anniversary date of employment.
- (9) The Company will grant, by way of vacation to those employees who have twenty-five (25) years or more of continuous service as of December 31 in any year, thirty (30) days vacation with pay to be taken during the vacation year starting on May 1; however, if an employee has not completed his twenty-five (25) years of employment when taking his vacation, the pay (and the time at the employee's option) for the last five (5) days shall be delayed until his twenty-fifth (25th) anniversary date of employment.
- (g) Employees eligible for vacation will be given up to two (2) weeks vacation during the period from May to September in each year. No employee will be permitted to take more than two (2) weeks vacation at any one time during this period if it conflicts with a co-worker's right to two (2) consecutive weeks of eligible vacation.
- (h) The choice of vacation periods shall be by seniority and by department, and the Company guarantees that all employees wishing to take their vacation during the summer vacation period of May, June, July, August and September, inclusive, shall be allowed to do so, providing the Company can maintain a sufficient work force to ensure the effective operation of the business. It shall not be mandatory, however, for employees to take vacations during this period. Employees choosing their vacation periods in other than summer vacation period shall be allowed to do so in accordance with their departmental seniority as outlined above. The Company will have each employee come into the Manager's office in order of seniority to sign for the time period(s) he would like for his vacation. The final vacation schedule shall be posted by the Company not later than March 31st of each year.

Should employees not sign for vacation and later request specific time periods, the Company shall review the requests, on a first come first served basis, for the

remaining unbooked vacation.

- (i) Vacation pay and Paid Holiday pay will be considered as earnings.
- (j) Any employee whose employment is terminated shall receive his full vacation credits since the last vacation pay upon which vacation pay was calculated. If such termination was for just cause, the employee shall be entitled to such credits provided for by the law.
- (k) An employee whose service is interrupted for any approved leave of absence such as short periods of sickness, pregnancy or prolonged illness or other approved leave (except vacation), will not earn vacation credits while absent if he is paid less than ten (10) working days in that calendar month. However, these approved short interruptions of service will not affect the employee's accumulated years of continuous service.

Vacation pay will be computed at the rate of two percent (2%) of annual gross earnings for each week of vacation granted. At no time shall an employee's vacation be less than the equivalent of thirty-seven and one-half (37 1/2) hours' pay per week of vacation, provided he has worked fifty percent (50%) of the time in the previous vacation year. Vacations and Paid Holidays shall be considered as time worked. This provision shall only apply to employees on short-time due to layoff, sickness, pregnancy, or Worker's Compensation and shall not apply to employees who sever or have their employment severed. This clause applies to an employee who has more than twelve (12) months of continuous service.
- (l) Where a Paid Holiday falls within the vacation period, one (1) extra day of vacation will be credited to the employee to be taken at the employee's option subject to mutual agreement.
- (m) Where an employee has his movements confined by a licensed physician for reasons of illness during the vacation period, that employee will be deemed not on vacation while so confined. A signed written submission by the licensed physician involved will be sufficient evidence to this effect. Unused vacations shall be scheduled at a mutually convenient time.

10.02 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 Company) as a result of such absence, the requirement to take vacation between January 1 and December 31 can be waived in whole or in part, provided that the Company and the Union are in agreement. In the event the Company and the Union are unable to agree, the employee shall be required to take the vacation in dispute.

10.03 **Employees will be allowed to replace other vacationing employees if this would result in an increase in pay. The Employer will train where required.**

ARTICLE 11 - PAID HOLIDAYS

11.01 (a) The following Paid Holidays will be paid to all employees after they have completed their probationary period, provided the employee works throughout his last scheduled shift

immediately preceding the Paid Holiday and his first scheduled shift immediately following the Paid Holiday, and on the holiday if scheduled, unless he was absent with leave, or unless he satisfied the Company that his absence was due to illness or injury. The employee must have performed work within the five (5) calendar days immediately prior to or immediately following the holiday.

- | | | |
|-----|----------------------------------|----------------------------------|
| (b) | New Years Day | Labour Day |
| | Good Friday | Thanksgiving Day |
| | Victoria Day | Dominion Day |
| | Civic Holiday | Boxing Day |
| | <i>Half day before New Years</i> | <i>Half day before Christmas</i> |
| | Christmas Day | |

Note: The change from full day to half day before Christmas and New Years will be effective 2003.

The Company agrees to recognize Heritage Day and/or any other holidays granted under the Employment Standards Act.

The parties agree to observe the Statutory Holidays on the days upon which they fall throughout the life of the Collective Agreement.

- (c) One (1) additional floater holiday to be taken at a time mutually agreed between the Company and the employee concerned.

11.02 *Paid Holidays shall be on the day proclaimed. Personnel required to work on the Paid Holiday shall be paid at time and one half (1 1/2) times their normal rate of pay in addition to the Paid Holiday Pay.*

ARTICLE 12 - HOURS OF WORK AND OVERTIME

12.01 (a) The following designated hours of work are not to be construed to mean guaranteed hours of work.

- (b) **An** employee reporting for work who has not previously been advised not to report by the end of his preceding shift shall **be** guaranteed seven and one-half (7 1/2) hours of work or pay in lieu thereof unless **no** work is available due to conditions beyond the control of the Company such as fire, flood, electrical power failure, act of God.

12.02 The normal work week shall consist of five (5) days of seven and one-half (7 1/2) hours per day.

Regular full-time employees, hired prior to July 13, 1998, working a five (5) days work week will receive two (2) consecutive days off in seven (7) days, which will be either Friday-Saturday, Saturday-Sunday, or Sunday-Monday. Shifts schedule will be offered in order of seniority. No full-time employee, hired prior to July 13, 1998, will be schedule past 5:30 p.m. on Saturday, except by mutual agreement.

12.03 If an employee has completed his day's work and has gone home and is subsequently called back to work by the Company, he shall be paid time and one-half for all work performed with a minimum guarantee of four (4) hours at his regular straight time rate.

- 12.04** Employees who normally perform the work involved shall have priority by seniority to work overtime, provided they are at work when overtime work is requested.
- 12.05** (a) Overtime work shall be on a voluntary basis. In the event that the Company is unable to schedule the required number of employees for overtime, then the most junior employees in the Branch Office normally performing that work shall be obligated to work overtime.
- (b) Except for purposes of inventory taking, overtime in excess of two (2) hours following a regular working day (to a maximum of seven (7) hours per week) plus overtime performed in excess of four (4) hours on Saturday, shall be voluntary. All overtime performed on Sundays or Paid Holidays shall be voluntary. Except in emergency situations, where an overtime assignment exceeds the expected duration, the employee shall advise the Company one (1) hour prior to leaving if he is unable to remain and complete the assignment.
- 12.06** *When an employee is requested to work Overtime, the Company agrees to give the employee as much notice as possible prior to the shift end.*
- 12.07** (a) Overtime performed outside an employee's regular shift shall be paid at the rate of time and one-half for the first **four (4)** hours worked and double time thereafter.
- (b) **An** overtime premium of time and one-half the regular hourly rate of pay for the first seven and one-half (7 1/2) hours worked on the sixth (6th) day, two (2) times the regular hourly rate of pay thereafter, two (2) times the regular hourly rate of pay on the seventh (7) day.
- (c) Overtime performed on a Paid Holiday shall be paid at the rate of **time and one half (1 1/2)**.
- 12.08** (a) No overtime shall be paid where less than fifteen (15) minutes of overtime is worked and thereafter shall be calculated and paid to the nearest full fifteen (15) minutes of overtime worked.
- (b) Employee's wages will not be reduced for reasons of incidental lateness.
- 12.09** (a) When overtime work in excess of one (1) hour's duration is performed immediately following an employee's regular shift, the employee shall be granted a fifteen (15) minute paid rest period at the midway point of the overtime worked. However, if the midway point exceeds two (2) hours, the paid rest period shall be granted two (2) hours after the overtime has commenced and every two (2) hours thereafter.
- (b) Employees shall be granted a fifteen (15) minute paid rest period following two (2) or more hours of overtime prior to the commencement of their regular shift.
- (c) Employees **working** overtime shall be entitled to take an unpaid meal break to a maximum of **thirty (30) minutes**.

- 12.10 Work performed in inventory-taking shall be paid at the applicable premium rate. Employees required to perform inventory taking on Saturdays shall be guaranteed a minimum of four (4) hours of overtime.
- 12.11 The length of overtime requested should not be construed as being the maximum or minimum required to complete the task.
- 12.12 Except for inventory taking, an employee who is absent from work on vacation or leave of absence shall not be offered an overtime assignment. For clarity, an employee shall not be considered for overtime during the period commencing with his first regularly scheduled shift that he is on vacation and ending with his first regularly scheduled shift after the end of his vacation.
- 12.13 Regular full-time employees who have worked overtime are free to choose to be paid according to the terms of the Collective Agreement or to take compensatory time off for the hours of overtime they worked (ex: one (1) hour of overtime at time and one half (1 ½) equals one (1) hour and thirty (30) minutes of compensatory time off in accordance with the following conditions:
1. Thirty-seven and one half (37%) hours is the maximum compensatory time off that may be accumulated over a year.
 2. Compensatory time off may be taken only once a year in a single block of seven and one half (7 ½), fifteen (15), twenty-two and one half (22 ½), thirty (30) or thirty-seven and one half (37%) hours, as the case may be.
 3. The request for compensatory time off must be submitted at least two (2) weeks beforehand, and the employee and his/her immediate supervisor must agree on when compensatory leave shall be taken. Compensatory leave is not allowed however during the following periods:
 - a. From December 1st to January 15th
 - b. From May 15th to September 15th
 - c. During the March school break
 4. Accumulated compensatory time off not taken by September 30th shall be paid to the employee no later than December 1st.

ARTICLE 13 - WAGES

- 13.01 For wage rates, see Appendix "B".
- 13.02 In the event a second shift becomes necessary, the Company agrees to pay a shift premium of sixty (60) cents per hour in addition to the rates of pay set forth in this Article. A second shift shall be deemed to be any shift commencing on or after 12 noon.
- 13.03 In the event a third shift becomes necessary, the Company agrees to pay a shift premium of seventy (70) cents per hour in addition to the rates of pay set forth in this Article. A third shift shall be deemed to be any shift commencing on or after 10 p.m.
- 13.04 Any employee promoted to a higher grade shall commence at the level which represents an increase over the salary earned in the lower grade.

- 13.05 **Attached hereto** and forming part of this Agreement is Appendix "A" which sets out the grade levels and classifications.
- 13.06 **If** the effective day of an increase due to the salary progression falls on a Monday to a Thursday, the increase shall be effective on the Monday. **If** it falls on a Friday to a Sunday, it shall be effective on the following Monday.
- 13.07 **Weekly** pay day will normally be on a Thursday except during a week where a Statutory Holiday occurs in which case pay day may be on a Friday..
- 13.08 Employees who received advances of one **(1)** weeks' pay as a result of the payroll changeover shall reimburse such advances to the Company upon termination of employment.

ARTICLE 14 - HEALTH & WELFARE

- 14.01 (a) The Company agrees to provide adequate, clean and sanitary facilities in respect to lunchrooms and washrooms. The Company shall maintain working conditions and facilities that are conducive to the safety, health and welfare of the employees. This shall include ensuring that all offices have proper lighting and ventilation.
- (b) The Company and the Local 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 the Company Safety Co-ordinator any defective or dangerous procedures that may cause accidents. It shall be the duty of each employee to report promptly to the Supervisor all injuries suffered as a result of accidents on Company property.
- 14.02 if an employee is absent due to illness or accident and payment for compensation or benefits has not commenced within two (2) weeks, the Company will, upon the employee's request, grant the employee an advance of two (2) weeks' wages provided the employee is in immediate need of funds for his personal or family use.
- 14.03 Any advance made by the Company shall be repaid promptly by the employee when compensation or indemnity benefits commence. Failing repayment, the Company may deduct any remaining unpaid advance from an employee's wages.
- 14.04 if an employee is injured at work and is thereby incapacitated from carrying out his duties, the Company shall arrange and pay for appropriate transportation to the hospital. The Company shall also pay the employee for any time lost from work on the day of the accident.
- 14.05 **REST PERIODS**
- Employees will be granted two (2) paid fifteen (15) minute rest periods, one (1) in the first half and one ~~in~~ the second half of each day.
- 14.06 **BEREAVEMENT LEAVE**
- (a) The Company agrees that in the event of bereavement in the immediate family of an employee as indicated below, to allow the said employee five (5) working days off with pay to attend the funeral and **look after legal** requirements of the estate should the need arise:

- Wife - five (5) working days
- Husband - five (5) working days
- Son - five (5) working days
- Daughter - five (5) working days
- Father - five (5) working days
- Mother - five (5) working days
- Sister - five (5) working days
- Brother - five (5) working days
- Step Parents - five (5) working days

(b) The Company agrees that in the event of bereavement in the family of an employee as indicated below, if funeral is attended, to allow the said employee such time off as is necessary, not to exceed the specified calendar days in succession, and to pay for the days which he would otherwise have worked at his regular scheduled hours and regular hourly rate:

- Mother-in-Law - three (3) days
- Father-in-Law - three (3) days
- Grandchildren - three (3) days

- Brother-in-Law - one (1) day
- Sister-in-Law - one (1) day
- Grandparents - one (1) day

Additional leave without pay shall be granted if a reasonable amount of additional time is required for travelling.

14.07 The Company will continue to provide a private area where an employee who is feeling ill may rest. Such room shall be provided at each of the Company's locations.

ARTICLE 15 - GENERAL

15.01 A bulletin board will be provided by the Company at each Branch for the use of the Local Union for calling meetings, etc. All notices shall have the approval of Management prior to the posting thereof.

15.02 The Company agrees to provide first-aid supplies as required by the Worker's Compensation Act.

15.03 Any medical examination requested by the Company shall be complied with by the employees provided, however, that the Company shall pay for all such examinations and the cost of preparing any forms related to the examination and shall reimburse the employee for regularly scheduled time spent while attending such examination. The Company reserves the right to select its own medical examiner or physician and the Union may, if in its opinion an injustice has been done an employee, have such employee re-examined at its own expense including reimbursement for regularly scheduled time spent while attending such examination.

15.04 If employees are required to be covered by a Fidelity Bond, the cost of such bond shall be borne by the Company.

15.05 (a) When new types of equipment are introduced or technological changes made, the

Company agrees that wages shall be paid consistent with the work required.

- (b) The Union shall have the right within thirty (30) days of the establishing of a new job or equipment to lodge a grievance contesting the wage rate.
- (c) Failing settlement the matter may be resolved through the arbitration procedure and the decision of the Board shall be final and binding upon the parties. Retroactivity (if any) shall be paid as of the date of the establishing of the new job or equipment.
- (d) In no case will an employee's hourly rate be reduced by the sole 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 as his personal rate and he will receive it until he accepts another position, at which time the personal rate will be permanently discontinued.

15.06 Employees will be granted a half-hour lunch without pay approximately midway through the shift.

15.07 When an employee is unable to report for work as scheduled, he will notify his supervisor as soon as possible and give the reason why he is unable to report. An employee may be required to produce a medical certificate upon returning to work following an illness.

15.08 Employees who are required to use private vehicles in the performance of their duties shall be provided with a replacement vehicle at no cost to the employee, where necessary, provided the employee is making a reasonable effort to maintain and/or provide the vehicle himself. It is understood that the vehicle provided by the Company shall not be used for personal business without the prior written approval of the Company.

15.09 (a) In the event of a closure of any of the Company's operations which are part of this bargaining unit, the Company shall first meet with the Union to discuss such closure and the Union shall be entitled to make effective recommendations with respect to such closure.

(b) In the event that the Company closes a Branch before the expiry date of this agreement, the Company agrees to pay severance pay to those employees affected thereby who have completed their probationary period and are on the seniority list of the Company at the time of closure, at the rate of one (1) weeks' pay for each year of service.

(c) Unless otherwise authorized in writing by the Company, these severance pay provisions shall not apply to an employee who leaves the service of the Company prior to complete closure of the Branch or who accepts another position with the Company whether in or outside of his bargaining unit or who refuses to exercise his bumping rights prior to the closing of the Branch.

15.10 **The Company agrees to pay 100% of the cost of one (1) pair of safety boots or shoes per employee per year up to a maximum of \$95.00 per year to be paid on February 1st of each year. Employees must have worked a minimum of three (3) months in the preceding year to qualify. This allowance shall be increased by ten (\$70.00) dollars at the beginning of the third year (April 2004 – allowance to \$105.00), the fifth year (April 2006 – allowance to \$715.00) and the seventh year (April 2008 – allowance to \$725.00).**

ARTICLE 16 - JURY DUTY OR CROWN WITNESS

16.01 Upon presentation of proof of payment from the court, the Company shall pay an employee the difference between jury duty pay or witness fees received and his regular wage. In this Article "Court" means a Court of Record and for greater certainty, does not include an Arbitrator, an Arbitration Board, the Ontario Labour Relations Board or any other administrative tribunal.

ARTICLE 17 - DISCRIMINATION

17.01 Neither the Company nor the Union shall discriminate against any employee covered by this Agreement by reason of race, sex, religion, nationality, place of origin or marital status.

ARTICLE 18 - GENDER/CASE

18.01 Wherever in the reading of this Agreement the masculine gender or the singular case is used it shall be understood to include the feminine gender and the plural case.

ARTICLE 19 - BENEFITS

19.01 After an employee has completed three (3) months continuous service, the Company agrees to pay the full cost of the premium, while the employee shall contribute 1.5% of his regular earnings up to a maximum of thirty-seven and one half (37½) hours per week, towards the insurance plan. This new plan shall come in effect March 1, 2003, which includes the following:

(a) **Life Insurance**

Approximately twice annual salary.

(b) **Accidental Death and Dismemberment**

Approximately twice annual salary in the case of accidental death and as per plan in the event of dismemberment.

(c) **Weekly Indemnity**

Seventy percent (70%) of basic weekly salary to a maximum of \$750 per week to begin on first (1st) day for accident and in the event of hospitalization and **fourth (4th) day** for sickness. These benefits shall be paid for a maximum period of twenty-six (26) weeks.

(d) **Long-Term Disability**

Seventy percent (70%) of basic weekly salary to a maximum of \$2,500 per month beginning on the twenty-seventh (27th) week to a maximum of two years or until age 65 if totally disabled.

(e) **Extended Health Care**

The Company will pay, on behalf of each full-time employee, 100% of the cost of a medical plan which shall provide the following:

- (1) reimbursement for **90%** of the total cost of prescription drugs after deductible;
- (2) deductible of **\$25.00** for single coverage and **\$50.00** for family coverage, once in each twelve (12) month period;
- (3) purchases outside Canada shall be **100%** reimbursed;
- (4) semi-private hospitalization coverage;
- (5) remainder as per plan;
- (6) *services of a chiropractor, osteopath, naturopath, podiatrist, psychologist and psychoanalyst- 1 visit per day, maximum of \$1,500 per calendar year for all specialist; heating aids, maximum of \$500 per sixty (60) month period.*
- (7)

(f) Optical Plan

The Company agrees to provide an optical plan covering optical expenses for employees and dependants up to **\$150** each, every two (2) years.

(g) Dental Plan

Annual deductible of \$10 for single coverage, \$20 for family coverage. Preventive reimbursed at 100%, basic and major treatment at 80% with a maximum of \$1,200 per person per year. Orthodontia reimbursed at 50% with a maximum of \$1,500 per person per lifetime. Fee Guide ODA with a 1 year lag.

- 19.02 On January 1st of each year all employees shall be entitled to *five (5) days* paid sick leave each year. *Unused sick leave shall be paid out on or about December 7th of each year.* These sick leave credits may be used prior to receiving Weekly Indemnity benefits at the employee's discretion (*note: change from 10 days to 5 days and pay-out effective 2003*).
- 19.03 During the time an employee is in receipt of benefits under either the weekly indemnity, the **long** term disability insurance or Worker's Compensation, the Company will continue to pay its share of the cost of the benefits as set out in this Agreement.
- 19.04 In the event that the Company institutes improvements to the pension plans and/or health and welfare plans of any of its unionized employees, such improvements shall also apply to the employees covered by **this** Agreement.

ARTICLE 20 - DURATION

20.01 Unless changed by mutual consent, the terms of this Agreement shall become effective on April 1st, 2002 and shall continue in full force and effect until March 31, 2010. It shall continue automatically thereafter for annual periods of one (1) year each, unless either party notifies the other party 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 in the preceding paragraph.

20.03 If, pursuant to such 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, whichever date should first occur.

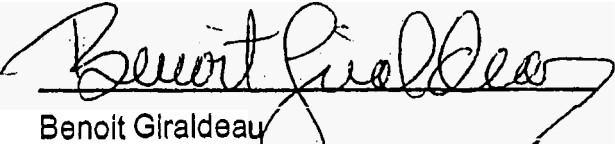
Signed in Ottawa, Ontario, this _____ day of February, 2003.


FOR THE COMPANY:

FOR THE UNION:



Alain Ha

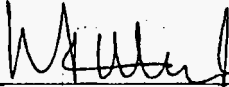

Andre Papineau


Benoit Giraldeau


Joanne Lockyer


Bob Auger


Anna Leost


Mike Meagher


John Dekleva

APPENDIX "A" - GRADE LEVELS & CLASSIFICATIONS

<u>GRADE</u>	<u>CLASSIFICATION</u>
1	General Clerk
2	Inventory Control Clerk

- Notes:
- Grade 1 (Mail Clerk), Grade 2 (Intermediate Clerk, Receptionist), Grade 3 (Senior Clerk) from the prior Collective Agreement will be recognized as Grade 1 (General Clerk) in this new Collective Agreement.
 - Grade 4 (Sales Person, Inventory Control Co-ordinator, Slotting Co-ordinator, Senior Computer Operator) from the prior Collective Agreement will be recognized as Grade 2 (Inventory **Control Clerk**) in this new Collective Agreement.

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APPENDIX "B" - FULL-TIME WAGERATES

LEVEL 1 - GENERAL CLERK

(hrs worked)	Current	Apr 7/02	Apr 6/03	Apr 4/04	Apr 3/05	Apr 2/06	Apr 1/07	Apr 6/08	Apr 5/09
0 - 975	14.80	14.80	14.80	14.80	14.80	14.80	14.80	14.80	14.80
976 - 1950	15.30	15.30	15.30	15.30	15.30	15.30	15.30	15.30	15.30
1951 - 2925	15.80	15.80	15.80	15.80	15.80	15.80	15.80	15.80	15.80
2926 - 3900	16.30	16.30	16.30	16.30	16.30	16.30	16.30	16.30	16.30
3901 - 4875	16.80	16.80	16.80	16.80	16.80	16.80	16.80	16.80	16.80
4876 - 5850	17.30	17.30	17.30	17.30	17.30	17.30	17.30	17.30	17.30
5851 - 6825		17.80	17.80	17.80	17.80	17.80	17.80	17.80	17.80
6826 - 7800			18.30	18.30	18.30	18.30	18.30	18.30	18.30
7801 - 8775				18.80	18.80	18.80	18.80	18.80	18.80
8776 - 9750					19.30	19.30	19.30	19.30	19.30
9751 - 10725						19.80	19.80	19.80	19.80
10726 - 11700							20.30	20.30	20.30
11701 - 12675								20.80	20.80
12676 and up									21.30

LEVEL 2 - INVENTORY CONTROL CLERK

0 - 975	16.75	16.75	16.75	16.75	16.75	16.75	16.75	16.75	16.75
976 - 1950	17.25	17.25	17.25	17.25	17.25	17.25	17.25	17.25	17.25
1951 - 2925	17.75	17.75	17.75	17.75	17.75	17.75	17.75	17.75	17.75
2926 - 3900	18.25	18.25	18.25	18.25	18.25	18.25	18.25	18.25	18.25
3901 - 4875	18.75	18.75	18.75	18.75	18.75	18.75	18.75	18.75	18.75
4876 - 5850	19.25	19.25	19.25	19.25	19.25	19.25	19.25	19.25	19.25
5851 - 6825		19.75	19.75	19.75	19.75	19.75	19.75	19.75	19.75
6826 - 7800			20.25	20.25	20.25	20.25	20.25	20.25	20.25
7801 - a775				20.75	20.75	20.75	20.75	20.75	20.75
8776 - 9750					21.25	21.25	21.25	21.25	21.25
9751 - 10725						21.75	21.75	21.75	21.75
10726 - 11700							22.25	22.25	22.25
11701 - 12675								22.75	22.75
12676 and up									23.25

Note; Current Level 2s and 3's will become Level 1 and current Level 4's will become Level 2, effective April 1, 2002.

Employees who are currently in progression (not at end rate) are to integrate on the scale at the first rate of pay that gives them an increase, and then shall continue to progress based on hours worked. The progression clock begins once the employee is integrated on this scale. Once an employee reaches the end rate, every April of each year, he or she will move to the end rate of the

following year (ex: a Level 1 currently at \$17.30 moves to \$17.80 as of April 2002, then to \$18.30 as of April 2003.....).

A MEMBER'S REMINDER

Applications for withdrawal cards should be made if a member is laid off, quits, is discharged, retires or is off work ~~because~~ of illness or injury.

APPLICATIONS FOR WITHDRAWAL CARDS ARE THE SOLE RESPONSIBILITY OF THE MEMBER AND MUST BE MADE AT THE LOCAL UNION OFFICE.

LOCAL 91 EXECUTIVE BOARD

PRESIDENT	ANDRE R. PAPINEAU
VICE-PRESIDENT	▪ BASIL HUMPHRYS
SECRETARY	▪ MARK MIDDLETON
TREASURER	▪ KEITH BERRY
RECORDING SECRETARY	▪ NORM CONNORS
TRUSTEE	▪ ALLEN BURRELL
TRUSTEE	▪ JIM BUNBURY
TRUSTEE	