

1990-1993

SOURCE	Co.
EFF.	90 06 29
TERM.	93 06 26
No. of EMPLOYEES	150
INDUSTRY	D.L.

COLLECTIVE LABOUR AGREEMENT

BETWEEN:

G.U.S. CANADA INC.

having its principal place of business at
5375 Côte de Liesse Road, in the City of
St-Laurent, Quebec, H4P 1A2,

hereinafter referred to as "The EMPLOYER".

AND :

UNITED FOOD & COMMERCIAL WORKERS, LOCAL 175, AND
UNITED FOOD & COMMERCIAL WORKERS, LOCAL 864,
Chartered by the United Food & Commercial
Workers International Union, CLC, AFL-CIO,

hereinafter referred to as "the UNION".

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SUMMARY

<u>ARTICLE</u>	<u>S U B J E C T</u>	<u>PAGE(S)</u>
	DEFINITIONS AND INTERPRETATION.....	1-2
ARTICLE 1	RECOGNITION AND JURISDICTION.....	3
2	UNION SECURITY.....	4
3	UNION BUSINESS.....	5-7
4	MANAGEMENT RIGHTS.....	8
5	DISCIPLINE.....	9
6	SENIORITY.....	10-13
7	GRIEVANCE PROCEDURE.....	14-15
8	ARBITRATION.....	16
9	STRIKES AND LOCKOUTS.....	17
10	MAJOR CHANGES.....	18
11	LEAVES OF ABSENCE AND OTHERS.....	19-22
12	INVALID SECTIONS.....	23
13	HOURS OF WORK.....	24-25
14	REST PERIODS.....	26
15	OVERTIME.....	27

SUMMARY (CONT'D)

<u>ARTICLE</u>	<u>S U B J E C T</u>	<u>PAGE(S)</u>
ARTICLE 16	WAGES,	28-34
17	PREMIUMS AND BONUSES ,	35
18	PAID VACATIONS,	36-37
19	PAID STATUTORY AND MOBILE HOLIDAYS,	38-41
20	LEAVES IN CASES OF MOURNING & OTHERS,	42
21	JURY AND WITNESS DUTY,	43
22	SAFETY AND HEALTH,	44-45
23	LUNCH ROOMS AND REST ROOMS,	46
24	UNIFORMS AND LAUNDRY,	47
25	COMPANY VEHICLES,	48
26	CAR ALLOWANCE,	48
27	RETROACTIVITY,	48
28	DURATION OF THE AGREEMENT,	48
29	NOTICES,	49
APPENDIX "A"	DESCRIPTION OF CLASSIFICATION,	51-54
APPENDIX "B-1"	HOURLY RATES OF PAY FOR FULL TIME AND PART TIME EMPLOYEES EFFECTIVE JUNE 29, 1990,	55-56

SUMMARY (CONT'D)

<u>ARTICLE</u>	<u>S U B J E C T</u>	<u>PAGE(S)</u>
APPENDIX "B-2"	HOURLY RATES OF PAY FOR FULL TIME AND PART TIME EMPLOYEES EFFECTIVE MARCH 4, 1991.....	57-58
APPENDIX "B-3"	HOURLY RATES OF PAY FOR FULL TIME AND PART TIME EMPLOYEES EFFECTIVE JULY 1, 1991.....	59-60
APPENDIX "B-4"	HOURLY RATES OF PAY FOR FULL TIME AND PART TIME EMPLOYEES EFFECTIVE DECEMBER 30, 1991.....	61-62
APPENDIX "B-5"	HOURLY RATES OF PAY FOR FULL TIME AND PART TIME EMPLOYEES EFFECTIVE JUNE 29, 1992.....	63-64
APPENDIX "B-6"	HOURLY RATES OF PAY FOR FULL TIME AND PART TIME EMPLOYEES EFFECTIVE JANUARY 4, 1993.....	65-66

DEFINITIONS AND INTERPRETATION

In this Collective Agreement, unless the context would otherwise indicate, the following terms and words shall mean the following:

- A) EMPLOYEE: Any employee covered by this Agreement in accordance with the provisions of Section 1.01.
- B) REGULAR EMPLOYEE: Any employee who is regularly scheduled to work twenty-four (24) hours per week or more.
- C) PART TIME EMPLOYEE: Any employee who is regularly scheduled to work less than twenty-four (24) hours per week.
- D) IRREGULAR PART-TIME EMPLOYEE: Any employee who is not regularly scheduled to work any number of **hours** per week.
- E) ESTABLISHMENT: Establishment operated by the EMPLOYER as provided for section 1.01.
- F) PROMOTION: Designates the transfer of an employee to a job having a wage scale in which the maximum is greater than that of the job from which said employee was transferred.
- G) TRANSFER: Designates the transfer of an employee, with or without change in classification, to a job comprising comparable functions or responsibilities and a wage scale with an identical maximum.
- H) DEMOTION: Designates the transfer of an employee to a job comprising lesser responsibilities and a wage scale with a lower maximum.
- I) JOB: The whole of the functions and responsibilities given to an employee.

NOTES:

- a) The masculine gender being also employed to indicate the feminine, the necessary substitutions shall be made where applicable, and unless the context is contrary thereto, the plural shall include the singular and vice-versa.
- b) All Appendices to this Agreement form an integral part thereof.

- c) No provision of this Agreement shall impose upon an employee any advantages inferior to those stipulated by any applicable legislation.
- d) It is agreed that only the English version of this Agreement shall be considered official.
- e) (1) Unless otherwise specified, all provisions of this Agreement **apply** to regular and part-time employees.

(2) Only the provisions of Articles 1, 2, 5, 7, 8, 9, 11, 23, 25, and 26, and of sections 4.01, 4.02, 4.04, 6.01, 6.02, a), b), d), f), and h), 6.05, 6.06, 6.07, 6.08, 6.09, 6.10, 6.12, 6.13, 13.02, 13.03, 13.04, 13.05, 13.06, 13.07, 14.02, 14.05, 14.06, 15.05, 15.06, 15.07, 16.01, 16.02, 16.04, 16.07, 16.08, 16.09, 16.10, 16.11, 16.12, and 18.08, apply to irregular part-time employees.

ARTICLE 1 - RECOGNITION AND JURISDICTION

1.01 The EMPLOYER recognizes the UNION as the sole bargaining agent for all employees in its stores located in the provinces of Ontario, New Brunswick and Nova Scotia, save and except the following:

- 1) All personnel above the rank of Store Manager,
- 2) One Store Manager per store,
- 3) One Assistant Store Manager per store employing six (6) or more salespersons.
- 4) One Warehouse Manager and/or Distribution Center Manager where there is a warehouse and/or Distribution Center operation.

1.02 It is agreed that the EMPLOYER shall not enter into any individual agreement which is contrary to or conflicts with the provisions of this Agreement, with any employee covered by this Agreement.

1.03 The EMPLOYER agrees that as far as the bargaining unit is concerned, it shall not consent to any person acting for or on behalf of any other UNION for the purpose of:

- 1) soliciting an employee during working hours to join such other organization;
- 2) assembling the employees for such purposes at their place of work.

ARTICLE 2 - UNION SECURITY

2.01 Every member must, as a condition of his employment, become a member of the UNION and remain a member in good standing thereof for the entire duration of this Agreement.

2.02 1) Every employee must sign a membership card at the time of his hiring, authorizing the EMPLOYER to effect the deduction of UNION dues and/or initiation fees by checkoff, from his wages every two (2) weeks, beginning with the first pay.

2) The EMPLOYER shall send the UNION dues and initiation fees and/or assessments and the membership application forms and the dues check-off lists, on which the employees' social insurance numbers shall be listed, to the President of the UNION on the fifteenth (15th) day of the month following that during which the deduction will have been made.

3) Any UNION deduction not made in accordance with the requirements of this Article becomes the EMPLOYER's responsibility, i.e. the deductions not made shall be paid by it, but the EMPLOYER shall be entitled to recover the amount thus paid from the employee concerned. The EMPLOYER may deduct double the amount of the employee's UNION dues during the number of weeks required to cover the accumulated arrears, the month **dues** payable in advance and the initiation fees where applicable. Moreover, the EMPLOYER shall not be responsible for the payment of the balance of monthly dues or initiation fees which may remain unpaid by reason of a termination of employment.

2.03 The UNION hereby releases the EMPLOYER from any liability and undertakes to indemnify the EMPLOYER for any **loss** or expense incurred as a result of any claim, demand, action or suit, indicated or instituted by one or more employee based upon or having any relation whatsoever with the deduction of UNION dues, initiation fees and/or assessments.

ARTICLE 3 - UNION BUSINESS

3.01 The UNION Representatives may visit the establishments during business hours after having advised the Manager of the establishment or his representative of their presence. It is agreed that these visits must hinder employee's work **as** little as possible and that no more than two **(2)** employees at a time may be met to discuss UNION affairs.

3.02 The EMPLOYER agrees to grant a leave of absence without pay for a period of not more than six **(6)** months to any employee who has been elected or appointed to a position with the International Local UNION. The UNION shall submit the request to the Director of Human Resources not less than fifteen (15) days before the beginning of such a leave of absence. The EMPLOYER shall be free to replace such absence with such personnel as to adequately staff their store for the duration of the leave.

3.03 One (1) UNION steward and one (1) substitute may be designated from amongst the employees, in order to represent the interests of all the employees in each establishment.

3.04 Any employee may obtain one (1) or more leaves of absence without pay to be present at UNION activities up to a period not exceeding ten (10) working days in any one calendar year. The UNION shall make the request to the Director of Human Resources at least fifteen (15) days before the beginning of the leave of absence required. It is agreed that the number of these delegates shall be limited to four **(4)** for each activity for all the establishments and to not more than one (1) for each establishment.

3.05 There shall be no discrimination against the UNION stewards, by reason of their UNION activities.

3.06 (1) The members of the Union Negotiation Committee shall not, for the duration of their term, be laid off as long as there is work for which they are qualified.

(2) (a) The UNION stewards, who are regular employees, shall not, for the duration of their term, be laid off as long as there is work for which they are qualified.

(b) The UNION stewards, who are part-time employees, will be allowed to exercise the preferential seniority provided for in paragraph (a) of this sub-section only against part-time employees or irregular part-time employees.

(c) The UNION stewards, who are irregular part-time employees, will be allowed to exercise the preferential seniority provided for in paragraph (a) of this sub-section only against irregular part-time employees.

(3) If there is a change in UNION stewards, the UNION shall advise the Director of Human Resources in writing and the **EMPLOYER** shall not be bound to recognize the employee acting as new UNION steward until after receipt by the Director of Human Resources of the UNION's written notice to this effect.

3.07 The **EMPLOYER** agrees to cooperate with the UNION in placing at the latter's disposal a Notice board upon which may be affixed UNION notices or any other type of notices for purposes of publicity, on the condition that such notices shall not be directed against the **EMPLOYER** and shall be signed by the UNION Representative. The said Representative shall first present the notice to the Manager of the establishment, and the latter shall not be able to refuse its posting arbitrarily. The UNION shall deliver a copy of these notices to the Manager of the establishment twenty-four (24) hours in advance, if possible.

3.08 It is agreed that the Negotiation Committee of the UNION shall be composed of permanent UNION Representatives and of a maximum of five (5) UNION members who are regular employees of the **EMPLOYER**. These members of the Negotiation Committee of the UNION, who are employees of the **EMPLOYER**, shall suffer no loss of wages for the time spent on direct negotiation meetings with the **EMPLOYER**.

3.09 When a new employee is hired, he shall be introduced to the UNION steward of his establishment.

3.10 It is understood that the UNION steward has his regular work to perform for the EMPLOYER, and if it is necessary for him to become involved in a grievance in which the EMPLOYER is concerned, during working hours, he shall inform the Manager of his establishment, before involving himself with this or these grievances. The EMPLOYER must not refuse him the right to accomplish this function without valid reasons, and without loss of wages.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 Subject to the provisions of this Agreement, the **UNION** recognizes that the normal management functions are the exclusive jurisdiction of the EMPLOYER and that these functions include, but are not limited to:

- (1) The right to manage and direct its operations;
- (2) The right to limit, suspend or cease its operations;
- (3) The right to issue and apply the directives concerning work, working hours, safety, security, order, discipline, and the protection of employees, of the establishments, and of the equipment;
- (4) The right to hire and to direct the labour force;
- (5) The right to make and apply, for just and sufficient cause, the decisions in matters of dismissal, suspension or other disciplinary measures, in matters of layoff, rehiring, promotion, demotion and transfer, as well **as** in matters made necessary by the demands of the business, without restricting the recourses provided by this Agreement and by law in favour of any employees who would allege having been wronged **as a** result of one or more of these decisions.

4.02 Notwithstanding the provisions of section 4.01 (5) concerning "just and sufficient cause" the EMPLOYER may, for reasonable and good faith reasons, terminate the employment of an employee who has not completed his trial period.

4.03 (1) In the event of operations which do not presently exist in the bargaining unit covered by this Agreement, the jobs shall be established and evaluated by the EMPLOYER according to the needs of these new operations.

(2) For any foreseen change which may have a major effect on the working conditions of the regular employees, the EMPLOYER shall advise the **UNION** of such changes at least two (2) weeks before applying them.

4.04 The grievances resulting from the application of this Article shall be treated in accordance with **the** grievance and arbitration procedures provided for in Articles 7 and 8.

ARTICLE 5 - DISCIPLINE

5.01 (1) Should there be grounds to officially warn an employee, the Director of Human Resources or his representative, through the agency of the Manager of the establishment or his representative, shall issue a written warning, either in French or in English depending on which language is more familiar to the employee concerned. A copy of this written warning shall be given to the employee and another addressed to the UNION, by registered mail, certified letter or messenger service with acknowledgement of receipt, within twenty-four (24) hours from the giving of same to the employee. The written warning shall become official upon its receipt at the UNION office.

(2) Except for serious cause, no employee having completed his trial period shall be dismissed or suspended unless he has previously received a written warning in accordance with paragraph (1) of this section.

5.02 Every written warning must be given to the employee concerned within ten (10) working days following the knowledge of the incident by the Director of Human Resources and not later than thirty (30) calendar days following the infraction. If this written warning is given after the delay, it shall be considered null and inadmissible.

5.03 Except for serious cause, no employee having completed his trial period shall be demoted, as a disciplinary measure, unless he has previously received a written warning in accordance with paragraph (1) of section 5.01.

5.04 A UNION steward or, in his absence, another employee selected by the employee being interviewed, shall be present as witness at every interview conducted by the EMPLOYER, and relating to the production or conduct of such employee.

5.05 No search shall be tolerated or allowed into the personal effects of an employee without his being present.

5.06 No EMPLOYER's disciplinary measure contained in an employee's file may be used against him if no other disciplinary measure is recorded in this employee's file for the subsequent period of six (6) calendar months.

ARTICLE 6 - SENIORITY

6.01 The seniority of each employee governed by this Agreement shall be based on his period of continuous service for the EMPLOYER. The seniority of a new employee shall be established after a trial period of sixty (60) calendar days, save and except for salesmen, outside collectors, employees working on credit or collection and drapery sales clerks, whose trial period shall be of four (4) calendar months, and shall be calculated from the date of commencement of employment. However, the parties may agree to extend the trial period.

6.02 An employee shall lose his seniority rights, regardless of his years of continuous service, for any of the following reasons, and the duration of his continuous service shall be maintained in the other cases:

- (1) If he voluntarily quits his employment;
- (2) If he is dismissed for cause;
- (3) In the case of a regular employee, upon his failure to report to work within the five (5) working days following his recall after a layoff due to lack of work, unless his failure to report to work is due to sickness or other justifiable cause for which the onus of proof is on the employee; this recall must be made by telephone and confirmed by registered mail, certified letter or messenger service with acknowledgement of receipt, with a copy sent to the UNION.
- (4) In the case of a part-time employee, if he fails to return to work after a recall from layoff within seven (7) days after such recall notice was forwarded by registered mail to his last known address on file with the EMPLOYER;
- (5) In the case of a regular employee, after twelve (12) calendar months, following a layoff;
- (6) In the case of a part-time employee, if he has been laid off continuously for a period of more than twelve (12) months, or a period equal to his seniority, whichever is the lesser;
- (7) In the case of a regular employee, if he is absent for three (3) consecutive scheduled days, without advising his immediate supervisor and without valid reason;
- (8) In the case of a part-time employee, if he is absent from work for more than three (3) working days without the consent of the **EMPLOYER**.

6.03 (1) In the event a regular employee's status is changed to part-time at his request, the employee will be granted his length of continuous service with the EMPLOYER **as** a part-time seniority date.

(2) A regular employee who is reduced by the **EMPLOYER** to part-time status maintains a preferred status for a twelve (12) month period for the purpose of recall to full-time if and when an opening becomes available. If such employee is not recalled within the twelve (12) month period their preferred status ends and they are then credited with a part-time seniority date as per 6.03 (1) above.

6.04 (1) This section only applies to regular employees.

(2) The seniority of the employees in each of the regions shall prevail in cases of layoff, reduction of personnel and reduction of working hours, provided that they can fulfill the normal requirements of the available job. An employee who wishes to use his preferential seniority to displace (bump), by way of transfer or demotion, an employee having a lesser seniority must **so** advise the Manager of his establishment in writing five (5) days from the written notice of layoff, reduction of personnel or reduction of working hours. The employee who displaces (bumps) must work at the establishment and take the number of hours and the work schedule of the employee displaced (bumped). A region is defined **as** being any establishment situated within a two hundred (200) kilometer radius of the establishment affected by such layoff, reduction of personnel or reduction of working hours.

(3) The **EMPLOYER** agrees to recall the employees who have retained their seniority rights in the reverse order of their layoff, i.e. the last employees laid off shall be the first to be reinstated in the **EMPLOYER**'s service, The **EMPLOYER** may, however, offer them another job provided that they can fulfill the normal requirements of the available job.

(4) The **EMPLOYER** shall take into consideration the seniority of the employees in the following cases:

- (a) The transfers from one establishment to another; and
- (b) The selection of a job, when same becomes available.

It is agreed that permanent transfers shall be on a voluntary basis.

(5) In the case of a promotion within the bargaining unit, the **EMPLOYER** shall take into account the seniority of employees in the establishment first, and then the regular employees in the establishments situated within a radius of forty-eight (48) kilometers from the establishment where the promotion is offered, provided that such employee is able to fulfill the normal requirements of the available job.

(6) The regular employees, whose working hours have been reduced, will have, according to their seniority, the priority to recover, in their job, their working hours up to the normal work week before the EMPLOYER recalls to work or hires other employees in this job.

6.05 (1) This section only applies to part-time employees.

(2) Seniority and qualifications will be considered in promotions and in matters of job and shift preference on open jobs and when qualifications are approximately equal, seniority will govern.

(3) In layoffs, demotions consecutive with layoffs and recalls, seniority will govern provided the employee is qualified to perform the work required.

6.06 The EMPLOYER will take into account the seniority of an employee where possible.

6.07 (1) Notice of every promotion for a job covered by this Agreement and/or of all vacancies created by the departure of an employee covered by this Agreement, shall be posted in the establishment and/or the region concerned, as the case may be, for a period of five (5) working days in order to permit interested employees to make written application to the Manager of the establishment concerned.

(2) The notice shall include the title of the job classification and a general description of the normal requirements of the job.

(3) The EMPLOYER will communicate without delay the list of candidates to the UNION steward in the establishment. It shall implement its decision in the shortest possible delay, indicating the choice made. The choice of the EMPLOYER shall be made in taking into account the seniority of the employees and the normal requirements of the job for which a promotion or transfer shall be effected.

(4) In the case of a promotion or transfer, the employee shall be granted a trial period, as defined in section 6.01. The parties may agree to reduce the trial period or to extend it for a maximum of sixty (60) calendar days.

(5) During this trial period, the employee shall receive the wages of the job to which he is assigned. The EMPLOYER may confirm the promotion definitely or decide to return the employee to his former job before the end of the trial period. In the latter case, the EMPLOYER shall select another candidate on the list that is already prepared, taking into account the provisions of this section.

(6) If no candidate fulfills the normal requirements of the job, the EMPLOYER shall offer the promotion or transfer to the candidate of its choice who wishes to accept it.

(7) When an employee is thus promoted or transferred, his name, his seniority and his new job shall be posted on the bulletin board within the five (5) working days of the establishment following his nomination. Any grievance relating to this promotion must be submitted within seven (7) working days of the establishment following its posting.

6.08 When an employee is promoted outside of the bargaining unit, a four (4) month trial period shall be granted to him. However, the EMPLOYER may return this employee to his former job before the end of the said trial period. During this trial period, the employee shall receive the salary of the job to which he is assigned and he shall retain all of the rights and advantages of this Agreement.

6.09 The benefits, if any, due to an employee who is terminated by the EMPLOYER are those which are provided for in the applicable legislation of the province of Ontario.

6.10 In the event of mandatory military service, the employees shall retain their seniority during their military service but shall not accumulate same,

6.11 The seniority of part-time employees only applies between themselves.

6.12 If a part-time employee becomes a regular employee, one-half (1/2) of the seniority he has accumulated as a part-time employee, up to a maximum of two (2) years, shall be recognized as regular employee's seniority.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 It is agreed that the EMPLOYER, the UNION or any employee may file a grievance.

7.02 Every employee who believes that he has been unjustly and/or arbitrarily treated, or who thinks that the provisions of this Agreement have not been respected, shall have the right to submit a grievance, if necessary.

7.03 FIRST STEP (1) The discussion shall involve the employee concerned and/or the UNION steward, and/or the UNION Representative and the Manager of the establishment.

(2) The verbal grievance must be discussed within five (5) working days of the establishment from the date of the incident giving rise to the grievance.

(3) The Manager of the establishment shall render his decision verbally to the employee concerned and the UNION steward or his representative within four (4) working days of the establishment from the date of the discussion.

7.04 SECOND STEP (1) If the employee concerned or the UNION wants to appeal, the grievance must be put in writing and a notice of appeal must be filed with the Manager of the establishment, within seven (7) calendar days from the date of his decision.

(2) The discussion shall involve the UNION representative and the Director of Human Resources or his representative.

(3) The discussion must be held within fifteen (15) calendar days from the date of receipt of the notice of appeal.

(4) The Director of Human Resources or his representative shall render his decision in writing to the UNION representative within fifteen (15) calendar days from the date of the discussion.

7.05 In the case of a dismissal, the grievance may be submitted by an employee or the UNION, if he believes he has been unjustly treated. Such grievance must be signed by the employee concerned and be submitted in writing to the Manager of the establishment within five (5) working days of the establishment from the date of the dismissal and it shall be studied as of the second step.

7.06 The decision taken, if favorable, concerning a grievance relating to wage rates, shall include the date at which the increase should have come into effect.

7.07 (1) The EMPLOYER and the UNION may file grievances in writing as of the first or the second step.

(2) For the purposes of a grievance filed by the EMPLOYER, the UNION shall be represented by the UNION steward and/or UNION representative, at the first step, and by the UNION representative, at the second step.

7.08 The time limits specified above may be modified by a written agreement between the two (2) parties.

ARTICLE 8 - ARBITRATION

8.01 Should the grievance involve the interpretation, application or alleged violation of this Agreement, either party may be free to appeal to an arbitrator from the second (2nd) step within thirty-one (31) days from the date the decision was given at that step. The party requesting arbitration shall advise the other party in writing of its request together with a statement **as** to the issue(s) to be arbitrated.

8.02 If the parties are unable to agree upon the choice of a person to act as arbitrator within fourteen (14) calendar days of the request for arbitration, the matter shall be referred to the Minister of Labour of the province concerned who shall appoint an arbitrator to hear the case.

8.03 The arbitrator shall not have any jurisdiction to alter or modify any of the provisions of this Agreement, nor to substitute any provisions in lieu thereof, nor to make any decision inconsistent with the terms and provisions of this Agreement.

8.04 The decision of the arbitrator shall be final and binding on all parties.

8.05 Each of the parties will share equally the expenses of the arbitrator.

ARTICLE 9 - STRIKES AND LOCKOUTS

9.01 In view of the orderly procedure provided for the settlement and arbitration of grievances, it is mutually agreed that for the entire duration of this Agreement, there shall be no strike, lockout, slowdown nor study session.

9.02 The parties agree that during the negotiations relating to the renewal of this Agreement, every provision of this Agreement shall remain in force until the coming into force of the new Agreement or, as the case may be, until the exercise of the right to strike or lockout.

ARTICLE 10 - MAJOR CHANGES

10.01 (1) When the **EMPLOYER** takes the initiative of making major changes in its operations, that is technological changes, computerization or contracting out, the following shall apply;

- (a) If there is a need for retraining, as a direct result of such major changes, the **EMPLOYER** will grant to any employee to be retrained a retraining period equal to the trial period provided for in section 6.07 (4) in order to allow him to fulfill the normal requirements of the job which will be assigned to him;
- (b) The **EMPLOYER** will grant to any employee to be terminated, as a direct result of such major changes, a compensatory indemnity equal to two (2) weeks' wages for every full year of seniority.

(2) It is understood and agreed that the provisions of section 10.01 (1) only apply to the cases which are specifically provided for therein and to no other case.

ARTICLE 11 - LEAVES OF ABSENCE AND OTHERS

11.01 (1) The employee may submit in writing a request for a leave of absence without pay to the Director of Human Resources at least two (2) weeks before the beginning of the leave of absence desired. The two (2) week notice period may be waived for compassionate reasons at the EMPLOYER'S discretion.

(2) This leave of absence will not be refused if the reasons invoked by the employee are justified, and provided the said employee can be replaced.

(3) Such leave of absence shall be limited to two (2) weeks during any one (1) calendar year.

(4) If the request is refused, the EMPLOYER shall give in writing, if required, his reason(s) to the employee and the UNION.

(5) Upon his return to work, this employee shall be reinstated in the same position which he occupied before his departure, without any loss of his acquired rights, and shall receive the wage rate applicable in his classification.

11.02 (1) Maternity Leave: To benefit from maternity leave, an employee must have worked twenty (20) weeks for the EMPLOYER in the twelve (12) months preceding the date of the leave and have been in the service of the EMPLOYER the day preceding the notice provided for in sections (10) and (11).

(2) For the purpose of section (1) an employee is considered to have been in the service of the EMPLOYER during a strike or lockout.

(3) Subject to sections (7) and (8), the employee is entitled to a continuous maternity leave that she determines but not to exceed twenty-six (26) weeks, except if she requests and is granted a longer period by the EMPLOYER. She may divide the leave as she chooses, before or after the expected date of delivery. This leave, however, may begin only as of the beginning of the 16th week preceding the expected date of delivery.

(4) If the delivery takes place after the expected date, the employee is automatically entitled to an extended maternity leave equal to the period of delay. However, this extension does not take place if the employee is able to benefit from at least two (2) weeks of maternity leave after the delivery.

(5) As of the sixth (6th) week preceding the expected date of the delivery, the EMPLOYER may require the pregnant employee who is still at work to produce a written medical certificate attesting to the fact that she is fit to work.

If the employee refuses or neglects to supply this medical certificate in a delay of eight (8) days, the EMPLOYER may oblige the employee to take her maternity leave immediately by sending a written notice giving the reasons to this effect.

(6) When there is a risk of miscarriage or a risk to the health of a mother or the child to be born caused by the pregnancy, the employee is entitled to a special maternity leave as prescribed by a medical certificate that states that such a risk exists and that gives the expected date of the delivery.

If such is the case, this leave is reputed to be the maternity leave provided for in section (3) as of the beginning of the eighth (8th) week preceding the date of delivery.

(7) When a legal or spontaneous miscarriage takes place before the beginning of the twentieth (20th) week preceding the date provided for delivery, the employee is entitled to a maternity leave not to exceed three (3) weeks.

(8) If an employee gives birth to a stillborn child after the twentieth (20th) week preceding the expected date of delivery, her maternity leave ends at the latest five (5) weeks after the date of the stillbirth.

(9) The employee who, before the expiry date of her maternity leave, sends the EMPLOYER a notice accompanied by a medical certificate attesting to the fact that her state of health or that of her child requires an extension of her maternity leave, is entitled to a leave of up to six (6) weeks.

(10) At least three (3) weeks before her departure, the employee must give a written notice to the EMPLOYER indicating her intention to take her maternity leave on the date she has specified and also indicating her date of return to work. This notice must be sent along with a medical certificate attesting to the pregnancy and the expected date of delivery.

In the case mentioned in the second paragraph of section (6), the medical certificate replaces this notice.

(11) Such notice may be less than three (3) weeks, if the medical certificate establishes the need for the employee to stop working within a shorter delay.

(12) In the case of a natural or legal miscarriage or premature delivery, the employee must, as soon as possible, give the **EMPLOYER** a written notice of this event and the date of her return to work, along with a medical certificate attesting to the event.

(13) An employee may return to work before the date mentioned in the notice provided for in sections (10), (11) and (12) after having given the **EMPLOYER** a written prior notice of at least two (2) weeks of her new date of return to work.

(14) In the cases and within the limits of sections (3), (4), (7), (8), and (9), an employee may return to work after the date mentioned in the notice provided for in sections (10), (11), and (12), after having given the **EMPLOYER** a written prior notice of two (2) weeks, informing him of the event that has taken place, if he has not already been so informed, and of the new date of return to work.

(15) Subject to section (4), the employee who does not report to work on the date established in the notice as the return date, subject to section (10), (11), (12), and (13) is presumed to have quit her employment.

(16) The **EMPLOYER** may require from the employee who returns to work within the two (2) weeks following delivery, a medical certificate attesting to the fact that she is sufficiently recovered to resume her work.

(17) At the end of the maternity leave, the **EMPLOYER** shall reinstate the employee in her former position with all the rights to which she would have been entitled if she had continued to work.

(18) The participation **of** the employee in fringe benefits existing at her work place shall not be affected by her leave, subject to regular payment of the contributions required for the said benefits, part of which is paid by the **EMPLOYER**.

(19) If the regular position occupied by the employee no longer exists at the time of her return, the **EMPLOYER** shall give the employee all the rights and **privileges** to which **she** would have been entitled if she had been at work at the time her position was eliminated.

(20) If the **EMPLOYER** carries out layoffs that would have included the employee if she had remained at work, she reserves the same rights as the employees who were laid off with respect to rehiring.

(21) This Division shall not grant an employee a benefit which she would not have had if she had continued to work.

11.03 In the event of an election, whether federal, provincial or municipal, the EMPLOYER shall determine for each employee his hours of leave of absence without loss of pay, in conformity with the applicable legislation.

ARTICLE 12 - INVALID SECTIONS

12.01 If any of the sections of this Agreement becomes a violation of any applicable legislation, the parties shall negotiate any such section of the Agreement which thus become invalid.

ARTICLE 13 - HOURS OF WORK

13.01 (1) (a) The normal work week of the regular Woodhouse and Legaré employees shall be thirty-nine and a half (39 1/2) hours for salespersons, and thirty-seven (37) hours for all other regular employees, to be completed within five (5) scheduled days. For the Legaré employees who were formerly Cherney's and who are employed by the **EMPLOYER** on February 28, 1991, the normal work week shall be forty (40) hours to be completed within five (5) scheduled days.

(b) The normal work week of the regular Cherney's employees shall be forty (40) hours to be completed within five (5) scheduled days.

(2) (a) With the exception of salespersons, all regular employees employed in stores opened two (2) evenings per week shall not be scheduled to work more than one (1) evening per week.

(b) With the exception of salespersons, all regular employees employed in stores opened more than two (2) evenings but less than five (5) per week shall not be scheduled to work more than two (2) evenings per week.

(c) With the exception of salespersons, all regular employees employed in stores opened five (5) evenings per week shall not be scheduled to work more than three (3) evenings per week.

(d) However, between the 1st and 23rd of December, the provisions of Article 13.01 (2) (a), (b) and (c) shall not apply. An extension of this period may be mutually agreed between the **EMPLOYER** and the **UNION**,

(3) The **EMPLOYER** will endeavour to provide a Saturday off every four (4) weeks for all regular employees except salespersons.

13.02 (1) A work schedule shall be posted before noon on Friday of each week, indicating the name of the employee and the hours to be individually worked for all the employees, for the following week, **as** well as the meal hours.

(2) Part-time employees will be included in this work schedule.

(3) Save in the cases of unforeseen absences or events, no change can be effected to this schedule later than Friday of each week.

(4) A copy of the schedule will be given to the UNION steward.

13.03 The parties agree that full-time work is essential to the economic welfare of the employees, whose principal revenue is derived from their employment with the **EMPLOYER**. Therefore, part-time employees will not be hired for the purpose of displacing regular employees in the employ of the **EMPLOYER**.

13.04 Available part-time hours shall be scheduled according to store seniority and the job classification, provided the part-time employee is available and qualified.

13.05 There shall be no split shifts for part-time employees.

13.06 A part-time employee shall not be scheduled to work later than one (1) hour beyond the closing time of the store nor earlier than two (2) hours prior to store opening.

13.07 Part-time employees, who are not scheduled to work and who are called-in and report to work, shall be paid a minimum of three (3) hours call-in pay.

ARTICLE 14 - REST PERIODS

14.01 Every regular employee shall have one (1) unpaid hour for lunch, This lunch hour shall be scheduled between **11:30** hours and **14:30** hours. The supper period shall be scheduled between **16:30** hours and **19:30** hours.

14.02 (1) For part-time employees, unpaid meal periods shall be scheduled by the EMPLOYER as near as possible to the midpoint of their regular work day.

(2) No part-time employee shall work more than five (5) hours without receiving a meal period.

(3) Meal periods shall be one (1) hour duration or less, if mutually agreed between the Manager and the employee concerned.

(4) Main meal periods shall be allocated between **11:00** hours and **14:00** hours for any part-time employee working during the day, and between **16:30** hours and **19:00** hours for any part-time employee working during evening shopping hours.

14.03 Every regular employee shall have a paid rest period of fifteen (15) minutes for each three (3) hours scheduled, outside of the working area, but in no case may such rest periods be taken within the hour immediately preceding or following the beginning or the end of the regular work day nor the hour immediately preceding or following the meal period.

14.04 Every regular employee who has worked overtime exceeding three (3) hours following his regular work day shall have a paid rest period of fifteen (15) minutes and a further paid rest period of fifteen (15) minutes for each three (3) hours of overtime worked.

14.05 Part-time employees shall be granted one (1) paid rest period of fifteen (15) minutes for each four (4) hours of work, to be scheduled by the Manager.

14.06 During each six (6) hour day, part-time employees shall be granted two (2) paid rest periods of fifteen (15) minutes, to be scheduled by the Manager.

ARTICLE 15 - OVERTIME

15.01 (1) Every regular employee shall be paid at the rate of time and one-half (**1 1/2**) for the hours worked in excess of his regular work day. Except for salespersons, the regular work day shall not exceed nine (**9**) hours.

(2) (a) All hours worked in excess of the normal work week as defined in article **13.01** (1) (a) and (b) shall be paid at the rate of time and one-half (**1 1/2**) the employee's hourly rate of pay. For salespersons, the hourly rate to be used for the calculation of overtime shall be the Ontario minimum wage hourly rate.

(b) When required to work during non-business hours, salespersons shall be paid at the rate of double time.

(3) For the purposes of accounting, the wages of the regular employees shall not be reduced for occasional late arrivals of less than fifteen (**15**) minutes. However, the regular employee shall not receive compensation when obliged to remain on the job occasionally, for a period of less than fifteen (**15**) minutes after the end of his regular work day, by reason of the needs of the clientele.

15.02 A regular employee shall be paid at the rate of time and a half (**1 1/2**) for all hours worked on his weekly day off.

15.03 A regular employee shall be paid at the rate of double time for all hours worked on Sunday.

15.04 A regular employee recalled to work outside of his regular day shall receive a minimum payment equivalent to four (**4**) hours at the overtime rate which applies.

15.05 (1) A part-time Woodhouse and Legaré employee shall be paid at the rate of time and one-half (**1 1/2**) for all hours worked in excess of seven (**7**) hours and forty (**40**) minutes per day or thirty-seven (**37**) hours per week.

(2) A part-time Cherney's employee shall be paid at the rate of time and one-half (**1 1/2**) for all hours worked in excess of eight (**8**) hours per day or forty (**40**) hours per week.

15.06 A part-time employee shall be paid at the rate of double time for all hours worked between midnight on Saturday and midnight on Sunday.

15.07 In no case shall there be duplication of payment between daily overtime and weekly overtime.

ARTICLE 16 - WAGES

16.01 The description of the classifications appear in Appendix "A" attached to this Agreement to form an integral part thereof.

16.02 (1) The minimum hourly rates of pay for full-time and part-time employees appear in Appendices "B-1" to "B-6" attached to this Agreement to form an integral part thereof.

(2) The hourly rate of pay for all employees, except salespersons, new regular and part-time employees, will progress as follows:

(a) Effective June 29, 1990, they shall receive a twenty cents (\$0.20) per hour increase to their current hourly rate of pay (refer to appendix B-1).

(b) Effective March 4, 1991, they shall receive a twenty cents (\$0.20) per hour increase to their current hourly rate of pay (refer to appendix B-2).

(c) Effective July 1, 1991, they shall receive a fifteen cents (\$0.15) per hour increase to their current hourly rate of pay (refer to appendix B-3).

(d) Effective December 30, 1991, they shall receive a fifteen cents (\$0.15) per hour increase to their current hourly rate of pay (refer to appendix B-4).

(e) Effective June 29, 1992, they shall receive a twenty cents (\$0.20) per hour increase to their current hourly rate of pay (refer to appendix B-5).

(f) Effective January 4, 1993, they shall receive a twenty cents (\$0.20) per hour increase to their current hourly rate of pay (refer to appendix B-6).

(3) (a) The new regular and part-time employees, except salespersons, hired by the **EMPLOYER** after June 29, 1990 shall be paid in accordance with the hourly rate of pay "New regular and part-time employees 0-12 months" of appendix B-1 for a duration of twelve (12) months.

(b) The new regular and part-time employees, except salespersons, hired by the **EMPLOYER** after March 4, 1991 shall be paid in accordance with the hourly rate of pay "New regular and part-time employees 0-12 months" of appendix B-2 for a duration of twelve (12) months.

(c) The new regular and part-time employees, except salespersons, hired by the EMPLOYER after July 1, 1991 shall be paid in accordance with the hourly rate of pay "New regular and part-time employees 0-12 months" of appendix B-3 for a duration of twelve (12) months.

(d) The new regular and part-time employees, except salespersons, hired by the EMPLOYER after December 30, 1991 shall be paid in accordance with the hourly rate of pay "New regular and part-time employees 0-12 months" of appendix B-4 for a duration of twelve (12) months.

(e) The new regular and part-time employees, except salespersons, hired by the EMPLOYER after June 29, 1992 shall be paid in accordance with the hourly rate of pay "New regular and part-time employees 0-12 months" of appendix B-5 for a duration of twelve (12) months.

(f) The new regular and part-time employees, except salespersons, hired by the EMPLOYER after January 4, 1993 shall be paid in accordance with the hourly rate of pay "New regular and part-time employees 0-12 months" of appendix B-6 for a duration of twelve (12) months.

(4) In addition to their hourly rate of pay, the regular employees in the classification of Collector of Accounts Receivable in the Central Collection Office shall receive a commission calculated as follows:

(a) Five percent (5%) of their monthly direct collection which exceeds the base quota plus three percent (3%) of the Third Party collection received from the accounts assigned to the employee concerned. If the monthly direct collection is lower than the base quota, the Third Party collection will be added to the monthly direct collection and the three percent (3%) commission will be paid on the excess portion only.

(b) The base quota shall be equal to five (5) times of one twelfth (1/12) the employee's annualized current weekly salary.

(c) If two (2) consecutive billings occur during an employee's continuous absence from work, no commission shall be paid to the employee for the collections received after the first billing. Upon his return to work, the employee's entitlement to commission will commence from the day following the first billing after his return.

(d) For the purpose of calculation, the employee's current weekly salary shall be the one in effect at the beginning of the billing period and the monthly collection shall be the monies received by the EMPLOYER from the day following a billing date to the next billing date inclusively.

16.03 (1) Woodhouse and Legaré salespersons will be paid under the following arrangements:

OPTION "A": A weekly base salary of \$130.00 plus:

- a commission of four and one quarter percent (4.25%) of the selling on merchandise in all other sections; and
- for the "white and brown" sections, a commission of two percent (2%) for advertised items and a commission of four percent (4%) for non-advertised items. The commission will be calculated on the selling price of the merchandise; and
- a commission of 20% of the selling on "Maxigarde" sales.

OPTION "B": A weekly advance of \$225.00 which will be deducted from:

- a commission of seven percent (7%) of the selling on merchandise in "all other" sections; and
- for the "white and brown" sections, a commission of three percent (3%) for advertised items and a commission of five percent (5%) for non-advertised items. The commission will be calculated on the selling price of the merchandise.
- a commission of 20% of the selling on "Maxigarde" sales; and

(a) Salespersons under option "A" will be allowed to choose option "B" during the last week of the month of February of each year and their choice will take effect during the first week of the next Financial Year.

(b) The payment of the commissions, according to Option "B", shall be made on delivered sales, as they appear on the net delivered sales schedule, from the first week of the financial month following the choice of Option "B"; if Option "B" results from a new choice, under sub-paragraph (a), the payment of the commissions shall be made on delivered sales, as they appear on the net delivered sales schedule, from the first week of the financial year which follows the new choice.

(2) Salespersons hired by the EMPLOYER will be paid according to Option "B" and will not be allowed to choose Option "A" for the entire duration of this Agreement.

(3) Cherney's furniture salespersons will be paid under the following arrangement:

A weekly advance of \$225.00 which will be deducted from:

- a commission of five percent (5%) of the selling on merchandise in "all other" sections; and
- for the "white and brown" sections, a commission of three percent (3%) for advertised items and a commission of five percent (5%) for non-advertised items. The commission will be calculated on the selling price of the merchandise.
- a commission of 20% of the selling on "Maxigarde" sales; and
- a commission of 0.5% of the selling on the excess of sales over \$40,000 per financial month.

(4) Cherney's floor covering salespersons will be paid under the following arrangement:

A weekly advance of \$225.00 which will be deducted from:

- a commission of 5% of the profit margin on all personal sales of floor covering; or
- a commission of 8% of the profit margin on all contract sales.

The floor covering department section head will receive an additional 1% commission of the selling for all sales made by his department.

(5) Cherney's drapery salespersons hired by the EMPLOYER after October 26, 1987, will be paid under the following arrangements:

(a) for the duration of the trial period a salary based on the "Drapery/Carpet sales clerk Cherney's only" 0-12 months new employee plus 2% commissions of the selling on all delivered sales during that period.

(b) after the trial period a weekly advance of \$225.00 which will be deducted from: a commission of 10% of the selling on all delivered personal drapery sales.

(6) (a) If the amount of the weekly advance is higher than the amount of the commissions payable in the week concerned, the deficit will be added to the weekly advance of the following week and the resulting amount will be deducted from the amount of the commissions payable in such following week.

(b) In the case of a termination of employment, the EMPLOYER will waive his right to recover from the salesperson concerned the difference between the amount of unrefunded weekly advances, on the one hand, and the total formed by the commissions payable and all other sums owed by the EMPLOYER to the salesperson concerned, on the other.

(c) The EMPLOYER, upon receipt by the Director of Human Resources of the signed request from a salesperson on the form provided for that purpose by the EMPLOYER, will cease payment of the \$225.00 weekly advance of commission. If a salesperson chooses not to receive an advance of commission, he makes his choice for at least twenty-six (26) consecutive weeks. At the end of that period he may request a change or remain on his option. In either case, he will not be allowed to make a new choice for another period of twenty-six (26) weeks.

(7) (a) In addition to the arrangements described under 16.03 - (1), (3), (4) and (5):, (a) every salesperson in the employment of the EMPLOYER on February 28, 1991, will be paid within thirty (30) days from March 4, 1991, a lump sum of \$300.00 providing he has been a salesperson for at least twelve (12) months.

(b) A lump sum amount of \$400.00 will be paid during the month of July 1991, to the salespersons in the employment of the EMPLOYER on June 29, 1991, and who will have at that date twelve (12) months of seniority as a salesperson.

(c) A further lump sum amount of \$400.00 will be paid during the month of July 1992, to the salespersons in the employment of the **EMPLOYER** on June **27, 1992**, and who will have at that date twelve (12) months of seniority as a salesperson.

(d) Salespersons with less than twelve (12) months of seniority as salespersons on February **28, 1991**, will be paid a portion of the \$300.00 calculated on a pro-rata basis.

(e) Salespersons with less than twelve (12) months of seniority as salespersons on June **29, 1991**, will be paid a portion of the **\$400.00** calculated on a pro-rata basis.

(f) Salespersons with less than twelve (12) months of seniority as salespersons on June **27, 1992**, will be paid a portion of the \$400.00 calculated on a pro-rata basis.

16.04 The adoption of this agreement may not be the direct cause of reduction in the hourly rate of pay of an employee.

16.05 The regular employee, who is hired or promoted at a rate other than the minimum shown in the wage scale for his job, shall have his increases progress normally as if he already had to his credit the seniority required to justify this rate. However, this privilege shall not be extended to the other benefits of this Agreement.

16.06 (1) (a) When a regular employee replaces or works in a higher classification for a period of one (1) normal week, he shall receive the wage rate for this job for all hours worked in such job.

(b) When a regular employee replaces or works in the truck driver or ~~tractor-trailer~~ driver classification, he shall receive the wage rate for the applicable job for all hours worked in such job.

(2) Except in the cases of displacement (bumping), when a regular employee replaces or works in a lower classification, he shall not suffer a reduction in wages.

16.07 Except in the cases of exchange or reselection of merchandise, there will be no commission charge back made after thirty (30) days from the date of delivery to the customer.

16.08 (1) Except for irregular part-time employees and for employees who have not completed their trial period, the employees will be paid through a bank deposit at the banking establishment of their choice, every two (2) weeks, and this, under the following conditions:

(a) the deposit will be made on Thursday; if Thursday is a statutory holiday, the deposit will be made on the previous day, if possible;

(b) employees in the employment of the **EMPLOYER** on the 28 February, 1991, shall, within the month following that date, communicate to the **EMPLOYER** in writing the address of their banking establishment and the number of their account; employees hired after that date shall do it within the month following the start of their employment.

(2) Irregular part-time employees and employees who have not completed their trial period will be paid in legal currency or by cheque, every two (2) weeks, on Thursday. If Thursday is a statutory holiday, the payment will be made on the previous day, if possible.

16.09 On the pay statement or cheque of the employee, the **EMPLOYER** shall inscribe the employee's surname and given name, the date of the pay period, the hours worked, the overtime, the job designation, the deductions affected and the net amount of the wages.

16.10 UNION dues and initiation fees which are income tax deductible will be shown on the T-4 taxation form which will be issued to the employees.

16.11 Employees having completed their probationary period who wish to purchase merchandise for their personal use shall be able to purchase merchandise at stock book cost price plus 20%.

16.12 A salesperson who terminates his employment will be paid commission on his sales made prior to the date of termination, provided the merchandise sold is delivered within six (6) months.

16.13 When a Store Manager makes a sale and there is one or more salespersons working on that day, even if the sale is made during their lunch or supper hour, commission reverts to the salesperson(s). When a Store Manager makes a sale and there is no salesperson working that day, no commission is to be paid to the salesperson.

ARTICLE 17 - REMI AND BONUSES

17.01 Drivers' helpers and other employees who are assigned by management to be absent from the store during their scheduled meal breaks shall be paid a lunch allowance to a maximum of seven dollars (\$7.00) provided they submit to the Company a receipt for proof of purchase of their lunch.

17.02 (1) Regular employees who, on November 30, of each year, are in the active employment of the EMPLOYER shall receive as a Christmas bonus the following net amounts which will depend upon the number of months of service accumulated by the employee concerned in the reference year involved, i.e. from December 1st of the preceding year to November 30th of the current year:

3 months of service	\$ 25.00
6 months of service	\$ 50.00
9 months of service	\$ 75.00
12 months of service	\$100.00

(2) Part-time employees who, on November 30, of each year, are in the active employment of the EMPLOYER shall receive as a Christmas bonus a net amount equivalent to one percent (1%) of their total earnings for the reference year mentioned at 17.02 (1) to a maximum of one hundred dollars (\$100.00) net.

(3) The EMPLOYER shall pay this Christmas bonus by December 18 in each calendar year.

(4) A regular or part-time employee whose employment is terminated during the above mentioned reference year, is not entitled to any part of the Christmas bonus for the months preceding the date of the termination of his employment.

ARTICLE 18 - PAID VACATIONS

18.01 (1) The employees shall be entitled to paid vacations according to the following criteria:

CONTINUOUS SERVICE
ON APRIL 30

	<u>LENGTH OF VACATION</u>	<u>VACATION PAY</u>
Less than twelve (12) months	One (1) day per month continuous service (Maximum ten (10) days)	4% of the total wages in the reference year.
1 year	2 weeks	4% of the total wages in the reference year or two (2) weeks' wages, whichever is the greater.
5 years	3 weeks	6% of the total wages in the reference year or three (3) weeks' wages, whichever is the greater.
12 years	4 weeks	8% of the total wages in the reference year or four (4) weeks' wages, whichever is the greater.

(2) The employees with twenty (20) years or more of continuous service shall have the option of taking their fourth week of vacation or taking three (3) weeks of vacation and be paid an additional week's wages by December 18.

(3) The reference year shall be the twelve (12)-month period, i.e. from May 1st of the preceding year to April 30th of the current year.

18.02 The vacation year shall be the twelve (12)-month period, i.e. from May 1st of the current year to April 30th of the following year.

18.03 The summer period shall be the three (3)-month period, i.e. from June 1st to August 31st of the current year.

18.04 Vacations shall not be cumulative from one reference year to another.

18.05 The vacation pay of the employee shall be given to him before his departure for his vacation.

18.06 (1) In each establishment, the regular employees shall choose their vacations in order of decreasing seniority. If the choice is in accordance with the provisions of this Article, the EMPLOYER will grant it unless it conflicts with the normal operations of the establishment. The vacation list must be posted at the latest on April 15th of the current year. No change can be made to the list after this date unless there is an agreement between the Manager and all employees who would be affected.

(2) The regular employee, whose choice of vacations is refused because it conflicts with the normal operations of the establishment, can file a verbal and/or written complaint directly with the Director of Human Resources. This complaint must be dealt with by priority and the EMPLOYER must justify its decision.

18.07 (1) The regular employee who is, entitled to more than two (2) weeks of vacation, cannot, upon his first choice, take more than two (2) consecutive weeks during the summer period.

(2) The regular employee can, upon his second choice, add thereto the remainder or part of the remainder of his vacations.

(3) The regular employee who is entitled to more than two (2) weeks of vacation can, upon his first choice, take them consecutively outside of the summer period.

(4) Notwithstanding the provisions of Section **18.06 (1)**, the regular employee who marries shall have the preference for choice of vacations in that year and the restriction concerning the normal operations of the establishment shall not apply to his choice.

18.08 In each establishment and after the regular employees have completed their choices, the part-time employees shall choose their vacations in order of decreasing seniority. The EMPLOYER will grant this choice unless it conflicts with the normal operations of the establishment.. The vacation list must be posted at the latest on April 15th of each year. No change can be made to the list after this date unless there is an agreement between the Manager and all employees who would be affected.

18.09 During the month of May of each year, the irregular part-time employees will receive, as vacation pay, an amount equivalent to four percent (4%) of their total wages in the reference year.

ARTICLE 19 - PAID STATUTORY AND MOBILE HOLIDAYS

19.01 (1) The EMPLOYER agrees to grant to its regular employees the following paid statutory holidays, namely:

New Year's Day	Good Friday	Victoria Day
Canada Day	Labour Day	Thanksgiving Day
Christmas Day	Boxing Day	

and any other day which may be decreed holiday by the various governments, either it is federal, provincial and/or municipal.

(2) In the provinces of New Brunswick and Nova Scotia, Remembrance Day shall be observed as a paid statutory holiday.

(3) In the province of Ontario, Civic Holiday shall be observed as a paid statutory holiday.

19.02 The paid statutory holiday is defined as the period included between midnight and one (1) minute, on the day of the paid statutory holiday, and midnight, on the same day.

19.03 (1) A regular employee shall suffer no loss of wages by reason of the fact that a paid statutory holiday shall fall during the work week. It is understood that the regular employee shall be paid for the paid statutory holidays mentioned in section **19.01**, provided that the regular employee shall have worked his scheduled day immediately preceding and immediately following the day of such paid statutory holiday, except in cases of sickness or leaves of absence provided by this Agreement.

(2) A regular employee shall not be paid statutory holidays mentioned in section **19.01** if he is receiving a disability income from the Commercial Workers Group Insurance Plan or the Workers' Compensation that could pay him a salary indemnity or if he benefits from a leave of absence provided for in article **11** of this agreement.

(3) Notwithstanding article **19.03 (2)**, upon his return to work, following a long term disability leave, an employee shall receive from the EMPLOYER the difference between the net amount received from the Commercial Worker Group Insurance Plan and the gross amount, less income taxes that he would have received from the EMPLOYER if he would have been at work.

19.04 Whenever one (1) or two (2) paid statutory holidays fall during the vacation period of a regular employee, this or these paid statutory holidays shall be carried over to another period mutually agreed between the Manager and the employee concerned.

19.05 Whenever one (1) or more of the paid statutory holidays fall on a non-working day, this or these paid statutory holidays shall be carried over to another period mutually agreed between the Manager and the employee concerned.

19.06 All hours worked by a regular employee during a paid statutory holiday shall be paid at the rate of time and one half (1 1/2) in addition to the payment of the paid statutory holiday itself.

19.07 Whenever one or more of the paid statutory holidays fall during the work week, the employees work week shall be reduced as follows:

(1) by five (5) hours for a work week of 24 to 25 hours inclusive.

(2) by six (6) hours for a work week of 26 to 30 hours inclusive.

(3) by seven (7) hours for a work week of 31 to 35 hours inclusive.

(4) by eight (8) hours for a work week of 36 to 40 hours inclusive.

19.08 The paid statutory holidays mentioned in section 19.01 will be paid in the following manner:

(1) For all regular employees other than salespersons: on the basis of the regular weekly wages of the employee concerned in the calendar week in which the paid statutory holiday(s) occur(s);

(2) For regular salespersons: on the basis of the weekly average of the earnings of the salesperson concerned (base salary plus commissions) as established from the T-4 form of said employee for the preceding year.

19.09 (1) (a) The EMPLOYER agrees to grant to its part-time employees the following paid statutory holidays, namely:

New Year's Day	Good Friday	Victoria Day
Canada Day	Labour Day	Thanksgiving Day
Christmas Day	Boxing Day	

and any other day which may be decreed holiday by the various Governments, either Federal, Provincial and/or Municipal.

(b) In the provinces of New Brunswick and Nova Scotia, Remembrance Day shall be observed as a paid statutory holiday.

(c) In the province of Ontario, Civic Holiday shall be observed **as** a paid statutory holiday.

(2) (a) A regular part time employee shall suffer no loss of wages by reason of the fact that a paid statutory holiday shall fall during the work week. It is understood that a regular part time employee shall be paid for the paid statutory holidays mentioned in section 19.09, provided that said regular part time employee shall have worked his scheduled day immediately preceding and immediately following the day of such paid statutory holiday, except in cases of sickness or leaves of absence provided for by this agreement.

(b) A regular part time employee shall not be paid for the paid statutory holidays mentioned in section 19.09 if he is receiving a disability income from the Commercial Workers Group Insurance Plan or the Workers' Compensation that could pay him a salary indemnity or if he benefits from a leave of absence provided for in article 11 of this agreement.

(c) Notwithstanding article 19.09 (b) (2) upon his return to work, following a long term disability leave, an employee shall receive from the EMPLOYER the difference between the net amount received from the Commercial Workers Group Insurance Plan and the gross amount less income taxes, that he would have received from the EMPLOYER if he would have been at work.

19.10 (1) The part-time employee who is regularly scheduled to work:

(a) Less than 8 hours per week, shall receive three (3) hours' pay at regular rate for each of the above paid statutory holidays;

(b) From 8 to 15 hours inclusive per week, shall receive four (4) hours' pay at regular rate for each of the above paid statutory holidays;

(c) From 16 to 23 hours inclusive per week, shall receive five (5) hours' pay at regular rate for each of the above paid statutory holidays;

provided:

(1) he has completed at least three (3) months of continuous service as a regular part-time employee;

(2) he has worked a minimum of twelve (12) scheduled days within the thirty (30) days immediately preceding such paid statutory holiday; and

(3) he has been available and has worked on the scheduled day immediately preceding and immediately following such paid statutory holiday.

(2) Applications for payment shall be made in the establishment, on the regular Overtime Sheet provided by the **EMPLOYER**.

19.11 Mobile-paid-holidays: The **EMPLOYER** agrees to grant to its regular employees two (2) mobile paid holidays per calendar year to be taken at the choice of the employees concerned, subject to the following conditions:

(1) The employee must have completed at least ninety (90) days of continuous service for the first mobile paid holiday and six (6) months of continuous service for the second mobile paid holiday during the calendar year concerned; he must still be in the employment of the **EMPLOYER** to be entitled to these mobile paid holidays;

(2) The employee must give at least one week's written notice before the date chosen for each such mobile paid holiday; and the **EMPLOYER** will give a written reply.

(3) The date chosen does not interfere with the normal operation of the establishment.

(4) On October 1st of each year all mobile paid holidays accumulated but not taken during that year must be scheduled in accordance with the abovementioned conditions. On October 15th of each year mobile paid holidays not scheduled must be scheduled by the Manager.

(5) Mobile paid holidays are not cumulative nor can they be carried over from one calendar year to another, unless the **EMPLOYER** agrees.

19.12 Every regular employee has the right to a paid holiday for his birthday and this paid holiday will be taken after agreement between the Manager and the employee concerned.

19.13 Cherney's regular employees work week shall be reduced as follows **for** each mobile paid holiday and for the birthday holiday:

(1) by five (5) hours for a work week of **24** to 25 hours inclusive.

(2) by six (6) hours for a work week of **26** to 30 hours inclusive.

(3) by seven (7) hours for a work week of **31** to **34** hours inclusive.

(4) by eight (8) hours for a work week of **35** to 40 hours inclusive.

ARTICLE 20 - LEAVES IN CASES OF MOURNING AND OTHERS

20.01 (1) The EMPLOYER shall grant to its regular employees leaves of absence without loss of wages in the following cases and for the number of days indicated therein:

(a) death of spouse, or a child: five (5) days;
(b) birth or baptism of a child: one (1) day;
(c) death of a father, mother, brother, sister:
three (3) days;

(d) death of a grandfather, grandmother, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law: the day of the funeral:

(e) on the occasion of the marriage of a near relative such as father, mother, brother, sister, child: one (1) day, i.e. the day of the marriage; however, the employee must advise the Manager at least seven (7) days in advance;

(f) in case of urgent hospitalization of a child or spouse of the employee: one (1) day;

(g) in case of surgical operation upon a child or spouse of the employee necessitating a guardian (babysitter): one (1) day;

(h) if a death occurs during an employee's working hours, that day shall not be counted as a day of leave.

(2) For purposes of calculation and in all cases, the days foreseen above shall count from the day of the event concerned and only such days which are working days shall be paid. For the salespersons, the day(s) payable will be paid on the basis of the weekly average of the earnings of the salesperson concerned (base salary plus commissions) as established from the T-4 form of said employee for the preceding year.

20.02 The EMPLOYER shall grant a leave of absence without pay when a regular employee is scheduled to attend the Rent Review Board, a doctor or dentist appointment. The employee must be prepared to submit proof.

ARTICLE 21 - JURY AND WITNESS DUTY

21.01 Any regular employee called upon to serve as a juror shall receive the difference between his fees as a juror and the wages which he would have received if he had fulfilled his normal duties.

21.02 Any regular employee called upon as a Crown Witness by subpoena shall receive the difference between his fees as a witness and the wages he would have received if he had fulfilled his normal duties.

ARTICLE 22 - SAFETY AND HEALTH

22.01 Group Insurance:

The EMPLOYER agrees to maintain his participation in the Commercial Workers Group Insurance Plan in accordance with the following terms:

(1) EMPLOYER'S contribution:

For all employees, other than salespersons:
2.5% of their weekly wages plus \$9.00 per month for each employee.

For salespersons: **2.5%** of their earnings of the preceding year, as established from their T-4 form plus \$9.00 per month for each salesperson.

(2) Employee's contribution

Individual Plan (without insured dependent)

For all employees, other than salespersons:
2.5% of their regular weekly wages.

For salespersons: **2.5%** of their earnings of the preceding year, as established from their T-4 form.

Family Plan (with insured dependent)

For all employees, other than salespersons:
2.5% of their regular weekly wages plus \$19.00 per month (**\$4.38** per week) for each employee.

For salespersons: **2.5%** of their earnings of the preceding year, as established from their T-4 form plus \$19.00 per month (**\$4.38** per week) for each salesperson.

22.02 Dental Plan

The EMPLOYER will pay eighteen cents (\$0.18) per hour worked, excluding overtime hours, to the United Food and Commercial Workers Trusteed Dental Plan/Ontario.

22.03 Pension Plan

The EMPLOYER will pay thirty-seven cents (**\$0.37**) per hour worked, excluding overtime hours, to the Canadian Commercial Workers Industry Pension Plan.

22.04

Sickness Hours:

<u>(1) NORMAL WORK WEEK</u>	<u>ANNUAL CREDIT</u>
37 hours	59 hours
39 1/2 hours	63 hours
40 hours	64 hours

The annual credit of a regular employee working less than the normal work week, will be prorated to the employee's work week of his classification.

(2) All hours of absence because of sickness will be deducted from the total of hours which are then to the credit of the regular employee.

(3) Regular employees who are hired during a given calendar year will be credited with a number of hours which will be proportional to the number of complete months of continuous service in excess of the first three (3) months of continuous service. For these purposes, a month will be considered as complete if the employee has been hired on or before the fifteenth (15th) day of the month concerned.

(4) Any employee with any unused sick leave credits, as at December 31st of each year shall be paid for same at 75% of their regular hourly rate of pay as at December 31st of that year. Such payment will be made to employees before March 31st of the following year.

For salespersons: on the basis of the weekly average of the earnings of the salespersons concerned (base salary plus commission) as established from the T-4 form for the preceding year.

(5) An employee who is absent for sickness or accident for a consecutive period of thirty-nine (39) weeks or more in a given calendar year, will cease to be eligible for the payment of the unused sickness hours for the calendar year. Furthermore, the employee will not be eligible for the payment of the unused sickness hours for the subsequent calendar year unless he returns to work during this said calendar year.

ARTICLE 23 - LUNCHROOMS AND REST ROOMS

23.01 In the establishments where space is reserved for lunchrooms and rest rooms, the EMPLOYER agrees to do its best to heat, ventilate and maintain same in a clean and hygienic condition. It is understood that the employees will cooperate in keeping same clean and hygienic.

ARTICLE 24 - UNIFORMS AND LAUNDRY

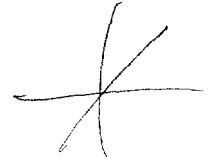
24.01 (1) If the wearing of tunics, aprons, etc., is required by the EMPLOYER, they shall be furnished and cleaned by the EMPLOYER without charge.

(2) The EMPLOYER will supply a uniform, without cost, to regular delivery and service personnel after six (6) months of employment. Such uniforms must be worn by the employee at all times while at work and it will be his responsibility to maintain it. Replacement uniforms will be supplied by the EMPLOYER as deemed appropriate and will be made of:

- | | |
|-----------------------------------|------------------|
| 2 pairs of pants | 1 parka |
| 3 shirts (long and short sleeves) | 1 cap (optional) |
| 2 windbreakers | 1 tie (optional) |
| 1 fleece lining | |

(3) All warehouse, delivery, and service personnel are required to wear safety shoes. The EMPLOYER will reimburse to the regular employees who have six (6) months of employment a maximum of forty dollars (\$40) per period of twelve (12) months, upon presentation of a receipted invoice for the purchase of said safety shoes.

(4) **24.01** (3) will apply to regular part-time employees on the basis of forty dollars (\$40) every twenty-four (24) month period.



ARTICLE 25 - COMPANY VEHICLES

25.01 All personnel driving Company vehicles will be provided with truck report forms (form No. 01-016-2/77) which must be prepared by the driver and sent every week to Central Office after having been signed by the driver and the Manager. The Driver may keep a copy of the report.

ARTICLE 26 - CAR ALLOWANCE

26.01 (1) An employee who is required by his Manager to use his car for work will be reimbursed using the rate published by the Automobile & Touring Club of Quebec (C.A.A.) in January 1991 based on the "Compact" category rate for 22500 kilometer per year.

\$0.293 per kilometer for all kilometers driven during a week.

(2) The new rate is effective March 4, 1991.

(3) The EMPLOYER agrees to revise the rate on the 1st day of the month following the issue of the Automobile & Touring Club of Quebec (C.A.A.) study.

ARTICLE 27 - RETROACTIVITY

27.01 (1) Unless there is a specific provision to the contrary and to replace the retroactivity of all monetary provisions of this Agreement, all regular and regular part time employees in the active employment of the EMPLOYER on February 28, 1991, will receive, within the thirty (30) days following February 28, 1991, and for the period from June 29, 1990 or the date of their employment, if this is later than June 29, 1990, to March 1, 1991, an amount of twenty cents (\$0.20) for all hours worked (including vacations, paid statutory holidays, paid mobile, birthday, negotiation and paid sickness days) in that period.

(2) The regular and regular part-time employees who were laid-off between June 29, 1990 and February 28, 1991, will also be paid an amount of twenty cents (\$0.20) for all hours worked (including vacations, paid statutory holidays, paid mobile, birthday, negotiation and paid sickness days) in that period.

ARTICLE 28 - DURATION OF THE AGREEMENT

28.01 It is agreed that this Agreement comes into effect on June 29, 1990, and will remain in force until June 26, 1993.

ARTICLE 29 - NOTICES

29.01 (1) Any written notice to be given by the EMPLOYER to the LOCAL 175 under this Agreement shall be addressed to:

The President
United Food & Commercial Workers, Local 175
2200 Argentia Road
Mississauga, Ontario
L5N 2K7

with a copy to:

The Eastern Regional Director
United Food & Commercial Workers, Local 175
20 Hamilton Avenue North
Ottawa, Ontario
K1Y 1B6

(2) Any written notice to be given by the UNION to the EMPLOYER under this Agreement shall be addressed to:

The Director of Human Resources
G.U.S. Canada Inc.
5375 Côte de Liesse Road
St. Laurent, Qc
H4P 1A2

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have signed this Agreement in Ottawa, Province of Ontario, this 25th day of June, 1991.

THE EMPLOYER

THE UNION



President



Local 175



Director, Human Resources



Local 864

APPENDIX A - DESCRIPTION OF CLASSIFICATION

OFFICE CLERK:

The employee who performs office work and/or act as cashier and/or telephone operator. He must also perform the duties which are usually performed by him in the establishment.

SENIOR CLERK - WOODHOUSE ONLY:

Applies when there are two (2) or more "Office Clerks" in an establishment and in these cases, there shall be one (1) "Senior Clerk" per establishment. He supervises, organizes and participates in the duties described in the classification of "Office Clerk". In the event that the number of employees in the classification of "Office Clerk" is reduced, the EMPLOYER agrees that the employee designated as "Senior Clerk" shall not suffer a reduction in his rate of pay so long as he shall remain an employee of the EMPLOYER.

COLLECTION CLERK:

The employee whose main job is the collection of accounts in accordance with the EMPLOYER's policy. He must also perform the necessary investigations and take the appropriate measures to enable credit approval as well as accomplish the duties which are usually performed by him in his establishment. In the establishment where there are less than five hundred (500) active accounts, there is not necessarily an employee in this classification. The number of active accounts in each establishment will be reviewed on Saturday of week 26 and Saturday of week 52 of each year and the situation with respect to the Collection Clerk will be reviewed accordingly.

CREDIT SANCTION AND COLLECTION CLERK:

Applies when there are two (2) or more "Collection Clerk" in an establishment and in these cases, there shall be one (1) "Credit Sanction and Collection Clerk" per establishment. He approves credit, organizes and participates in the duties described in the classification of "Collection Clerk".

COLLECTOR OF ACCOUNTS RECEIVABLE - CENTRAL COLLECTION OFFICE:

The employee whose main job is the collection of accounts receivable in accordance with the EMPLOYER's policy, the candidate must have at least five years' experience in the collection field.

OFFICE SUPERVISOR - CHERNEY'S ONLY:

Applies when the establishment has more than four (4) Office Clerical Staff, in which case, the Office Supervisor is responsible for the day-to-day supervision and organization of all "office" functions, he participates in the duties described in the other clerical classifications and he performs the duties which are normally assigned to him in the establishment.

OUTSIDE COLLECTOR:

The employee whose main job is the collection, on the road, of monies for the EMPLOYER's accounts receivable. He must also do the necessary investigations and research concerning the clients. When requested by his immediate superior, he will certify cheques at the banks, as well as other duties usually performed by him in his establishment.

SALESPERSON:

The employee whose main function is to concern himself with the customer in a suitable way, and to sell the merchandise placed at his disposal by the EMPLOYER. He must also solicit by telephone, perform assigned floor care duties, assist during inventory listings. With the exception of stores where there is one (1) person engaged especially in order to do the display, he shall aid in the display of merchandise at the request of the Store Manager. He must also perform the duties which are usually performed by him in the establishment.

FLOOR COVERING/DRAPERY SALESPERSON - CHERNEY'S ONLY:

The employee whose main function is the sale of floor covering and/or drapery goods either "in store" or "in home" and he is required to take measurements, prepare sketches and complete other additional **paperwork** related to such a sale. He must also perform the duties described in the salesperson job function.

FLOOR COVERING/DRAPERY SALESPERSON - CHERNEY'S ONLY:

This applies at stores where the number of "in home" sales calls has reached a level whereby the sales floor is being left unmanned, and it is the decision of the Management to engage a Carpet/Drapery Sales Clerk. The main function of this employee shall be to cover the sales floor, to close sales of ready made items when the salesperson is absent or engaged with his own customer to take appointments for the salesperson when "in home" selling is required, and to perform whatever Departmental clerical functions are required, to solicit by telephone, to assist during inventory listings and to perform any other duties which are usually performed by him in the establishment,

DECORATOR CHERNEY'S ONLY:

The employee whose main function is to co-ordinate and set up store displays. She may also be required to serve customers and perform the duties which are usually performed by her in the establishment, but such duties shall exclude lifting heavy items and major painting jobs.

WAREHOUSEMAN/TRUCK DRIVER'S HELPER:

The employee whose main job is to receive and display, ship and move the merchandise within the establishment for purposes of warehousing and displaying, help the Truck Driver with the loading and unloading of the Truck and generally with the deliveries, as well as other duties which are usually performed by him in his establishment.

SENIOR _____:

Applies when there are two (2) or more "Warehouseman/Truck Driver's Helper" in an establishment and in these cases, there shall be one (1) "Senior Warehouseman" per establishment. He supervises, organizes and participates in the duties described in the classification "Warehouseman/Truck Driver's Helper" and "Truck Driver".

TRUCK DRIVER:

The employee whose main job is to drive the truck placed at the establishment's disposal, to help with the loading and unloading of the said truck, and generally, with the deliveries. He must, in certain cases, perform the duties of "Warehouseman/Truck Driver's Helper" and "Senior Warehouseman" as well as other duties which are usually performed by the truck driver in his establishment.

TRACTOR-TRAILER DRIVER - CHERNEY'S ONLY:

This employee's duty is to drive the tractor-trailer combination and perform the duties described in the classification of truck driver.

SERVICEPERSON:

The employee whose main job is to service the customer's merchandise in the customer's homes or in the store and to perform the duties which are usually performed by him in the establishment.

CLEANER:

The employee whose main job is the maintenance, cleaning and, generally, to keep the establishment, as well as the furniture and accessories therein, clean.

APPENDIX B-1

HOURLY RATES OF PAY FOR FULL-TIME AND PART-TIME EMPLOYEES

Effective - June 29, 1990 (1)

<u>Classifications</u>	<u>New regular & Part-time Employees</u>	<u>Regular & Part-time employees</u>			
	<u>0-12 months</u>	<u>0-12 months</u>	<u>12-24 months</u>	<u>24-60 months</u>	<u>60 months or more</u>
Office Clerk	7.89	8.43	8.54	8.71	8.97
Drapery/Carpet Sales Clerk (Cherney's only)	7.89	8.43	8.54	8.71	8.97
Senior Clerk (Woodhouse only)	8.31	8.85	8.96	9.13	9.39
Office Supervisor (Cherney's only)	9.43	9.97	10.12	10.27	10.53
Collection clerk	8.67	9.21	9.38	9.63	9.89
Credit Sanction & Collection Clerk (Woodhouse only)	9.24	9.78	9.86	10.06	10.32
Collector of Accounts Receivable Central Collection Office	9.89	9.89	10.17	10.45	10.73
Outside Collector	8.11	8.65	8.96	9.18	9.44
Warehouseman/Truck Driver's Helper	8.17	8.71	8.93	9.21	9.47
Senior Warehouseman	10.12	10.66	10.86	11.11	11.37
Truck Driver (up to 14' box)	8.67	9.21	9.38	9.63	9.89
Truck Driver (over 14' box)	9.57	10.11	10.28	10.53	10.79
Tractor-Trailer Driver	11.75	12.29	12.70	13.11	13.37
Decorator	8.07	8.61	8.83	9.11	9.37
Service Person	10.78	11.32	11.57	11.94	12.20
Cleaner	7.98	8.52	8.52	8.52	8.78

APPENDIX B-1 (CONT'D)

Salesperson: Lump-sum payments, weekly base salaries and/or commission structures for salespersons are set out in Article 16 of this Agreement.

(1) Refer to clause 16.02 for details of hourly rate of pay progression.

APPENDIX B-2

HOURLY RATES OF PAY FOR FULL-TIME AND PART-TIME EMPLOYEES

Effective - March 4, 1991 (1)

<u>Classifications</u>	<u>New regular & Part-time Employees</u>	<u>Regular & Part-time employees</u>			
	<u>0-12 months</u>	<u>0-12 months</u>	<u>12-24 months</u>	<u>24-60 months</u>	<u>60 months or more</u>
Office Clerk	8.09	8.63	8.74	8.91	9.17
Drapery/Carpet Sales Clerk (Cherney's only)	8.09	8.63	8.74	8.91	9.17
Senior Clerk (Woodhouse only)	8.51	9.05	9.16	9.33	9.59
Office Supervisor (Cherney's only)	9.63	10.17	10.32	10.47	10.73
Collection Clerk	8.87	9.41	9.58	9.83	10.09
Credit Sanction & Collection Clerk (Woodhouse only)	9.44	9.98	10.06	10.26	10.52
Collector of Accounts Receivable Central Collection Office	10.09	10.09	10.37	10.65	10.93
Outside Collector	8.31	8.85	9.16	9.38	9.64
Warehouseman/Truck Diver's Helper	8.37	8.91	9.13	9.41	9.67
Senior Warehouseman	10.32	10.86	11.06	11.31	11.57
Truck Driver (up to 14' box)	8.87	9.41	9.58	9.83	10.09
Truck Driver (over 14' box)	9.77	10.31	10.48	10.73	10.99
Tractor-Trailer Driver	11.95	12.49	12.90	13.31	13.57
Decorator	8.27	8.81	9.03	9.31	9.57
Service person	10.98	11.52	11.77	12.14	12.40
Cleaner	8.18	8.72	8.72	8.72	8.98

APPENDIX B-2 (CONT'D)

Salesperson: Lump-sum payments, weekly base salaries and/or commission structures for salespersons are set out in Article 16 of this Agreement.

(1) Refer to clause 16.02 for details of hourly rate of pay progression.

APPENDIX B-3

HOURLY RATES OF PAY FOR FULL-TIME AND PART-TIME EMPLOYEES

Effective - July 1, 1991 (1)

<u>Classifications</u>	<u>New regular & Part-time Employees</u>	<u>Regular & Part-time employees</u>			
	<u>0-12 months</u>	<u>0-12 months</u>	<u>12-24 months</u>	<u>24-60 months</u>	<u>60 months or more</u>
Office Clerk	8.24	8.78	8.89	9.06	9.32
Drapery/Carpet Sales Clerk (Cherney's only)	8.24	8.78	8.89	9.06	9.32
Senior Clerk (Woodhouse only)	8.66	9.20	9.31	9.48	9.74
Office Supervisor (Cherney's only)	9.78	10.32	10.47	10.62	10.88
Collection Clerk	9.02	9.56	9.73	9.98	10.24
Credit Sanction & Collection Clerk (Woodhouse only)	9.59	10.13	10.21	10.41	10.67
Collector of Accounts Receivable Central Collection Office	10.24	10.24	10.52	10.80	11.08
Outside Collector	8.46	9.00	9.31	9.53	9.79
Warehouseman/Truck Driver's Helper	8.52	9.06	9.28	9.56	9.82
Senior Warehouseman	10.47	11.01	11.21	11.46	11.72
Truck Driver (up to 14' box)	9.02	9.56	9.73	9.98	10.24
Truck Driver (over 14' box)	9.92	10.46	10.63	10.88	11.14
Tractor-Trailer Driver	12.10	12.64	13.05	13.46	13.72
Decorator	8.42	8.96	9.18	9.46	9.72
Service Person	11.13	11.67	11.92	12.29	12.55
Cleaner	8.33	8.87	8.87	8.87	9.13

APPENDIX B-3 (CONT'D)

Salesperson: Lump-sum payments, weekly base salaries and/or commission structures for salespersons are set out in Article 16 of this Agreement.

- (1) Refer to clause 16.02 for details of hourly rate of pay progression.

APPENDIX B-4

HOURLY RATES OF PAY FOR FULL-TIME AND PART-TIME EMPLOYEES

Effective - December 30, 1991 (1)

<u>Classifications</u>	<u>New regular & Part-time Employees</u>	<u>Regular & Part-time employees</u>			
	<u>0-12 months</u>	<u>0-12 months</u>	<u>12-24 months</u>	<u>24-60 months</u>	<u>60 months or more</u>
Office Clerk	8.39	8.93	9.04	9.21	9.47
Drapery/Carpet Sales Clerk (Cherney's only)	8.39	8.93	9.04	9.21	9.47
Senior Clerk (Woodhouse only)	8.81	9.35	9.46	9.63	9.89
Office Supervisor (Cherney's only)	9.93	10.47	10.62	10.77	11.03
Collection Clerk	9.17	9.71	9.88	10.13	10.39
Credit Sanction & Collection Clerk (Woodhouse only)	9.74	10.28	10.36	10.56	10.82
Collector of Accounts Receivable Central Collection Office	10.39	10.39	10.67	10.95	11.23
Outside Collector	8.61	9.15	9.46	9.68	9.94
Warehouseman/Truck Driver's Helper	8.67	9.21	9.43	9.71	9.97
Senior Warehouseman	10.62	11.16	11.36	11.61	11.87
Truck Driver (up to 14' box)	9.17	9.71	9.88	10.13	10.39
Truck Driver (over 14' box)	10.07	10.61	10.78	11.03	11.29
Tractor-Trailer Driver	12.25	12.79	13.20	13.61	13.87
Decorator	8.57	9.11	9.33	9.61	9.87
Service Person	11.28	11.82	12.07	12.44	12.70
Cleaner	8.48	9.02	9.02	9.02	9.28

APPENDIX B-4 (CONT'D)

Salesperson: Lump-sum payments, weekly base salaries and/or commission structures for salespersons are *set out* in Article 16 of this Agreement.

(1) Refer to clause 16.02 for details of hourly rate of pay progression.

APPENDIX B-5

HOURLY RATES OF PAY FOR FULL-TIME AND PART-TIME EMPLOYEES

Effective - June 29, 1992 (1)

<u>Classifications</u>	<u>New regular & Part-time Employees</u>	<u>Regular & Part-time employees</u>			
	<u>0-12 months</u>	<u>0-12 months</u>	<u>12-24 months</u>	<u>24-60 months</u>	<u>60 months or more</u>
Office Clerk	8.59	9.13	9.24	9.41	9.67
Drapery/Carpet Sales Clerk (Cherney's only)	8.59	9.13	9.24	9.41	9.67
Senior Clerk (Woodhouse only)	9.01	9.55	9.66	9.83	10.09
Office Supervisor (Cherney's only)	10.13	10.67	10.82	10.97	11.23
Collection Clerk	9.37	9.91	10.08	10.33	10.59
Credit Sanction & Collection Clerk (Woodhouse only)	9.94	10.48	10.56	10.76	11.02
Collector of Accounts Receivable Central Collection Office	10.59	10.59	10.87	11.15	11.43
Outside Collector	8.81	9.35	9.66	9.88	10.14
Warehouseman/Truck Driver's Helper	8.87	9.41	9.63	9.91	10.17
Senior Warehouseman	10.82	11.36	11.56	11.81	12.07
Truck Driver (up to 14' box)	9.37	9.91	10.08	10.33	10.59
Truck Driver (over 14' box)	10.27	10.81	10.98	11.23	11.49
Tractor-Trailer Driver	12.45	12.99	13.40	13.81	14.07
Decorator	8.77	9.31	9.53	9.81	10.07
Service Person	11.48	12.02	12.27	12.64	12.90
Cleaner	8.68	9.22	9.22	9.22	9.48

APPENDIX B-5 (CONT'D)

Salesperson: Lump-sum payments, weekly base salaries and/or commission structures for salespersons are set out in Article 16 of this Agreement.

- a) An employee in the "Office Clerk" classification at the rate "60 months or more" promoted to "Senior Clerk" will be advanced to the rate of pay "60 months or more" in the "Senior Clerk" classification.
- b) An employee in the "Senior Clerk" classification at the rate "60 months or more" promoted to "Collection Clerk" will be advanced to the rate of pay "60 months or more" in the "Collection Clerk" classification.
- c) An employee in the "Collection Clerk" classification at the rate "60 months or more" promoted to "Credit Sanction and Collection Clerk" will be advanced to the rate of pay "60 months or more" in the "Credit Sanction and Collection Clerk" classification.
- d) An employee in the "Warehouseman/Truck Driver Helper" classification at the rate "60 months or more" promoted to "Truck Driver up to 14' box" will be advanced to the rate of pay "60 months or more" in the "Truck Driver up to 14' box" classification.
- e) An employee in the "Warehouseman/Truck Driver Helper" classification at the rate "24-60 months" promoted to "Truck Driver up to 14' box" will be advanced to the rate of pay "12-24 months" in the "Truck Driver up to 14' box" classification.

(1) Refer to clause 16.02 for details of hourly rate of pay progression.

APPENDIX B-6

HOURLY RATES OF PAY FOR FULL-TIME AND PART-TIME EMPLOYEES

Effective - January 4, 1993 (1)

<u>Classifications</u>	<u>New regular & Part-time Employees</u>	<u>Regular & Part-time employees</u>			
	<u>0-12 months</u>	<u>0-12 months</u>	<u>12-24 months</u>	<u>24-60 months</u>	<u>60 months or more</u>
Office Clerk	8.79	9.33	9.44	9.61	9.87
Drapery/Carpet Sales Clerk (Cherney's only)	8.79	9.33	9.44	9.61	9.87
Senior Clerk (Woodhouse only)	9.21	9.75	9.86	10.03	10.29
Office Supervisor (Cherney's only)	10.33	10.87	11.02	11.17	11.43
Collection Clerk	9.57	10.11	10.28	10.53	10.79
Credit Sanction & Collection Clerk (Woodhouse only)	10.14	10.68	10.76	10.96	11.22
Collector of Accounts Receivable Central Collection Office	10.79	10.79	11.07	11.35	11.63
Outside Collector	9.01	9.55	9.86	10.08	10.34
Warehouseman/Truck Driver's Helper	9.07	9.61	9.83	10.11	10.37
Senior Warehouseman	11.02	11.56	11.76	12.01	12.27
Truck Driver (up to 14' box)	9.57	10.11	10.28	10.53	10.79
Truck Driver (over 14' box)	10.47	11.01	11.18	11.43	11.69
Tractor-Trailer Driver	12.65	13.19	13.60	14.01	14.27
Decorator	8.97	9.51	9.73	10.01	10.27
Service Person	11.68	12.22	12.47	12.84	13.10
Cleaner	8.88	9.42	9.42	9.42	9.68

APPENDIX B-6 (CONT'D)

Salesperson: Lump-sum payments, weekly base salaries and/or commission structures for salespersons are set out in Article 16 of this Agreement.

- a) An employee in the "Office Clerk" classification at the rate "60 months or more" promoted to "Senior Clerk" will be advanced to the rate of **pay** "60 months or more" in the "Senior Clerk" classification.
- b) An employee in the "Senior Clerk" classification at the rate "60 months or more" promoted to "Collection Clerk" will be advanced to the rate of pay "60 months or more" in the "Collection Clerk" classification.
- c) An employee in the "Collection Clerk" classification at the rate "60 months or more" promoted to "Credit Sanction and Collection Clerk" will be advanced to the rate of pay "60 months or more" in the "Credit Sanction and Collection Clerk" classification.
- d) An employee in the "Warehouseman/Truck Driver Helper" classification at the rate "60 months or more" promoted to "Truck Driver up to 14' box" will be advanced to the rate of pay "60 months or more" in the "Truck Driver up to 14' box" classification.
- e) An employee in the "Warehouseman/Truck Driver Helper" classification at the rate "24-60 months" promoted to "Truck Driver up to 14' box" will be advanced to the rate of pay "12-24 months" in the "Truck Driver up to 14' box" classification.

(1) Refer to clause **16.02** for details of hourly rate of pay progression.