

# **COLLECTIVE AGREEMENT**

between

**LOEB CANADA INC.**

(hereinafter referred to collectively as the "COMPANY")

AND

**TEAMSTERS LOCAL UNION 91**

AFFILIATED WITH THE INTERNATIONAL

BROTHERHOOD OF TEAMSTERS

(hereinafter referred to as the "UNION")

**EFFECTIVE FROM: April 1, 2002**

**TO: March 31, 2010**

RECEIVED  
JUL 24 2002

08793001)

## INDEX

ARTICLE 1	RECOGNITION.....	Page 3
ARTICLE 2	UNION SECURITY .....	Page 3
ARTICLE 3	RESERVATIONS TO MANAGEMENT.....	Page 4
ARTICLE 4	DISCRIMINATION.....	Page 4
ARTICLE 5	STEWARDS.....	Page 5
ARTICLE 6	GRIEVANCE PROCEDURE & ARBITRATION .....	Page 6
ARTICLE 7	STRIKES, LOCKOUTS & PICKET LINES.....	Page 8
ARTICLE 8	SENIORITY.....	Page 8
ARTICLE 9	HOURS OF WORK.....	Page 11
ARTICLE 10	VACATIONS .....	Page 11
ARTICLE 11	PAID HOLIDAYS.....	Page 13
ARTICLE 12	LEAVE OF ABSENCE.....	Page 14
ARTICLE 13	BEREAVEMENT LEAVE.....	Page 15
ARTICLE 14	JURY DUTY.....	Page 16
ARTICLE 15	EQUIPMENT.....	Page 16
ARTICLE 16	MEDICAL EXAMINATIONS.....	Page 17
ARTICLE 17	NEW TYPES OF EQUIPMENT & CATEGORIES OF WORK .....	Page 17
ARTICLE 18	BULLETIN BOARDS.....	Page 18
ARTICLE 19	DAMAGE & LOSS TO CARGO OR EQUIPMENT.....	Page 18
ARTICLE 20	SAFETY.....	Page 18
ARTICLE 21	PAY PERIOD.....	Page 19
ARTICLE 22	GENERAL.....	Page 19
ARTICLE 23	HEALTH & WELFARE.....	Page 21
ARTICLE 24	DURATION OF AGREEMENT.....	Page 23
SCHEDULE "A"	WORKING CONDITIONS - OTTAWA GROCERY WAREHOUSE.....	Page 25
SCHEDULE "B"	WORKING CONDITIONS - LOEB CANADA INC. DRIVERS.....	Page 31
SCHEDULE "C"	WORKING CONDITIONS - OTTAWA PRODUCE WAREHOUSE.....	Page 38
SCHEDULE "D"	WORKING CONDITIONS - <b>EQUIPMENT MECHANIC</b> .....	Page 43
SCHEDULE "E"	PART-TIME & CASUAL EMPLOYEES.....	Page 46
APPENDIX "A"	FULL TIME WAGE SCALES.....	Page 49
APPENDIX "B"	PART TIME WAGE SCALE.....	Page 55
LETTER OF AGREEMENT # 1	.....	Page 56
LETTER OF AGREEMENT # 2	.....	Page 57

## ARTICLE 1 - RECOGNITION

- 1.01 The Company recognizes the Union as the sole collective bargaining agent for the following bargaining units:
- (a) for all employees of Loeb Canada Inc. - Ottawa Grocery Warehouse, in the **City of Ottawa**, save and except foremen, persons above the rank of foreman, office and sales staff; and
  - (b) for all employees of Loeb Canada Inc. - Drivers, working in or out of the **City of Ottawa**, save and except foremen, persons above the rank of foreman, and office and sales staff; and
  - (c) for all employees of Loeb Canada Inc. - Ottawa Produce Warehouse, in the **City of Ottawa**, save and except foremen, persons above the rank of foreman, office and sales staff; and
  - (d) for all maintenance mechanics of Loeb Canada Inc. in the **City of Ottawa**, save and except foremen, persons above the rank of foreman, drivers, checkers, security guards, office and sale staff.
- 1.02 No work will be performed by the office personnel where such work comes within the jurisdiction of the bargaining unit. In addition, all supervisors and foremen shall be excluded from the bargaining unit and will not perform any work which falls within the scope of this Agreement except for the purposes of training employees, ensuring the safety of employees, where employees are not available and in cases of emergency. When supervisors and foremen are appointed, a notice to that effect will be posted and maintained on a bulletin board.

## ARTICLE 2 - UNION SECURITY

- 2.01 The Company agrees that all employees who are members of the Union or who may join the Union and who are covered by this Agreement shall, as a condition of employment, remain members of the Union in good standing.
- 2.02 New employees shall make application for membership in the Union at the time of their hiring and shall become and remain members of the Union in good standing.
- 2.03 The Company shall deduct from the employee's weekly pay, an amount certified to the Company by the Union from time to time. Dues deduction to commence upon hiring. The initiation fees deduction shall begin after thirty (30) calendar days. There shall be no more than one deduction of twenty-five dollars (\$25.00) per week per employee and the Company agrees to remit the monies so deducted to the Union on or before the fifteenth (15th) day of the following month.
- Part-time employees working in excess of three (3) hours per week will pay Union dues in an amount certified to the Company by the Union from time to time.*** The Company shall indicate on the check-off list the names of the part-time employees.
- 2.04 The Company shall remit the money referred to in Article 2.02 hereof to the Union by the

fifteenth (15th) day of the month following the month in which the deductions were made and the Company will at the time of making each remittance to the Union, specify the employees from whose pay such deductions were made.

- 2.05 If an employee is absent and has not sufficient pay to his credit, his Union Dues shall accumulate and shall be deducted upon his return to work. It shall be the responsibility of the Union to advise the Company of the name of the employees who signed a withdrawal card so that deductions would not be made during his/her period of legitimate absence.
- 2.06 Receipts for Union dues will be shown on T-4 slips.
- 2.07 No part-time help or students will be employed in a bargaining unit described in Article 1 hereof while qualified regular employees are on lay-off from the same bargaining unit and are available to do the work.
- 2.08 Part-time help will not be used in any bargaining unit where a regular employee could be fully employed for a normal work week. It is understood that due to temporary work fluctuations this restriction shall not apply.
- 2.09 If there are no regular full-time employees or part-time employees who are willing and able to fill a permanent vacancy which occurs in accordance with the terms of this Agreement, the Company shall then consider offering the vacancy to other Loeb Inc. employees who are represented by Teamsters Union Local 91 and who are working in the regional municipality of Ottawa-Carleton. In the event the Company decides not to hire any other Loeb Inc. employee, no grievance may be brought forward concerning such decision.

### ARTICLE 3 - RESERVATIONS TO MANAGEMENT

- 3.01 The Union recognizes the right of the Company to operate and manage its business in all respects, and that it is the function of the Company to hire, demote, promote, transfer or to lay off employees to schedule shifts, and to suspend, discipline and discharge employees for just and sufficient cause, and that the Company has the right to decide on the number of employees needed by the Company at any time and from time to time, and in the general management of its business, subject to the provisions of this Agreement. The Union recognizes the right of the Company to make rules and regulations as to the conduct of the employees and to amend, vary, and alter the said rules and regulations from time to time, provided that before altering such rules the Company shall discuss same with the Union Representatives to give them an opportunity of making representations with respect to such proposed amendments, variations or alterations. All rules and regulations shall be posted and kept posted in both French and English on the bulletin boards of the premises of the Company.
- 3.02 The above clause shall not deprive an employee with seniority of the right to exercise the Grievance Procedure as outlined in this Agreement.

### ARTICLE 4 - DISCRIMINATION

- 4.01 No person shall be refused employment or in any manner be discriminated against in accordance with the Canadian Bill of Rights.

- 4.02 A representative of the Union shall be allowed to enter the Company's premises to deal in the administration of the Agreement, provided he/she first notifies management of his/her presence and provided he/she does not interfere with the normal operation of the Company.

## ARTICLE 5 - STEWARDS

- 5.01 The Company acknowledges the right of the Union to elect or appoint one (1) Steward in each department and/or shift, of which one (1) will be the Chief Steward, to assist the employees with the presentation of their grievances. The Chief Steward will normally deal on matters which are to be brought to the Company's attention.

- 5.02 (a) Pay for Processing Grievances During Working Hours

Wherever possible, all stewards can attend a meeting regarding policy and/or group grievances during normal working hours. A Steward shall receive his/her regular rate of pay when grievances or pending grievances are processed with the Company at any place which is mutually agreed upon by both the Union and the Company. In such cases the daily call-in guarantee provided for in this Agreement will not be applicable, except that the Company will endeavour to provide a driver with eight (8) hours of work.

- (b) Pay for Processing Grievances After Working Hours

If the Company representative is unable to meet with the Steward during the Steward's normal working hours, the Steward shall be paid at his/her regular rate of pay for all time spent during the processing of the grievance with the Company on the Company property or at any other place which is mutually agreed upon by both the Union and the Company. In such cases the daily call-in guarantee provided for in this Agreement will not be applicable, except that the Company will endeavour to provide a driver with eight (8) hours of work.

- (c) Limitation in Payment of Steward

Payment to the Steward for time used in processing a grievance will be extended up to but not including Arbitration.

- (d) Steward Duties

Should the Company find that a Steward's activities interfere with the normal course of his duties or the duties of the other employees, the Company may contact a representative of the local Union and/or register a grievance commencing with Step 2 of the Grievance Procedure as outlined in Article 6, Section 6.02, Subsection (b).

- 5.03 The Union will inform the Company, in writing, of the name of the Steward and any subsequent change in the name of the Steward. The Company shall not be asked to recognize any Steward until such notification from the Union has been received.

- 5.04 The Company will pay for any time used by the Bargaining Committee in handling negotiations with the Company which occur during working hours at his/her regular hourly rate. Such committee will be comprised of up to nine (9) employees, or such higher number as agreed to

between the parties.

- 5.05 For the purpose of processing specific grievances or disputes, Business Representatives and Stewards shall have access to relative trip sheets, time cards and personnel disciplinary records, on request, during the office hours of the Company within three (3) working days.
- 5.06 For the purpose of lay-off, the Steward shall be established on the seniority list as "second man", but he/she shall not use the Steward's seniority for the purpose of vacation preference or job bids. In a department where there is more than one Steward, the Steward with the most seniority shall be the Steward for the purpose of applying this clause. In the event that one of these Stewards is the Chief Steward designated by the Union, he will have preference over all other Stewards, regardless of seniority.

#### ARTICLE 6 - GRIEVANCE PROCEDURE & ARBITRATION

- 6.01 A grievance shall consist of a dispute concerning the interpretation and application of any clause in this Agreement, alleged violations of the Agreement and alleged abuses of discretion by supervision in the treatment of employees contrary to the terms of the Agreement. If any question arises as to whether a particular dispute is or is not a grievance within the meaning of these provisions, the question may be taken up through the grievance procedure and determined, if necessary, by arbitration. There shall be an earnest effort on the part of both parties to settle such grievances promptly through the following steps.
- 6.02
  - (a) By a conference between the aggrieved employee and the Manager or his/her designate. Failing settlement, the grievance must be submitted, in writing, within ten (10) working days from the date the alleged violation became known to the grievor. The grievor may be accompanied by a Union Steward and, if deemed necessary by the Union, he/she shall also be accompanied by a business representative of the Union.
  - (b) Failing settlement at the above step, the Manager shall render his/her decision in writing and shall refer the grievance to and arrange a meeting between the Union and the General Manager or his/her designate within seven (7) days of the date that the grievance was registered in writing. This meeting shall be held in the locale of the terminal involved unless otherwise agreed. The General Manager or his/her designate shall render his/her decision in writing within seven (7) days from the date that the grievance was referred to him/her.
  - (c) Should the parties fail to reach a satisfactory settlement in the preceding steps, the final settlement of the grievance must be submitted to Arbitration as outlined in Article 6.05 hereof.
- 6.03 In the event the Union or the Company has a grievance, it shall be the responsibility of the grievor to advise the other party in writing within seven (7) calendar days of the alleged violation of the Agreement and, by such notification, arrange a meeting within fourteen (14) calendar days between the General Manager or his/her designate and a duly accredited principal officer of the local Union or his/her designate. Should the grievor fail to reach a satisfactory settlement, the grievance may be submitted to Arbitration as outlined in Article 6.02 (c) hereof.
- 6.04 It shall be the responsibility of the party desiring arbitration to so inform the other party in writing

in the case of:

- (a) an employee grievance within thirty (30) calendar days after the General Manager or his/her designate has rendered a decision or failed to render a decision as provided for in Article 6.02 (b);
- (b) a Company grievance within thirty (30) calendar days after the meeting with the Union representative;
- (c) a Union grievance within thirty (30) calendar days after the meeting with the Company's representative.

A Notice of Intent to Arbitrate under the foregoing provision shall contain five names of the suggested arbitrator and, within thirty (30) calendar days from the receipt of the Notice of Intent to Arbitrate, the other party must in turn accept a proposed arbitrator or suggest five names of proposed arbitrators. Should either party fail to name their proposed arbitrator within the required thirty (30) calendar days, or should the parties fail to select an arbitrator within thirty (30) calendar days from the date of their appointment, either party shall request the Provincial Minister of Labour to make the appropriate appointment.

- 6.05** The Arbitrator shall not have the right to alter or change any provisions in this Agreement or substitute any new provisions in this Agreement or substitute any new provisions in lieu thereof, or to give any decision inconsistent with the terms and provisions in this Agreement. The Arbitrator, however, shall have the power to carry or set aside, any penalty or discipline imposed relating to the grievance then before the Arbitrator.
- 6.06** Each of the parties hereto will equally bear the fees and the expense of the Arbitrator.
- 6.07** The Company shall not be responsible for the payment of time used by an employee in the investigation and settlement of a grievance.
- 6.08** All monetary grievances that are mutually agreed upon shall be paid the following pay period.
- 6.09** Any employee covered by this Agreement, when called into the Company's office for any discussion which may result in disciplinary action or a grievance, shall, upon request, be accompanied by a Steward or Business Agent.
- 6.10**
  - (a) Any notation of a reprimand or other disciplinary action placed on an employee's record shall be nullified after a period of twelve months.
  - (b) All penalties and reprimands must be issued to the employee within five (5) working days (Saturdays, Sundays and Paid Holidays excluded) from the time the infraction became known with a copy to the Local Union, otherwise the penalty or reprimand will be considered null and void.
- 6.11** No person shall be appointed as an arbitrator who has been involved in any matter concerning the industrial relations, or who has acted as a paid agent, attorney or solicitor for either party.
- 6.12** No matter shall be submitted to a Board of Arbitration which has not been properly carried through all previous steps of the Grievance Procedure.

- 6.13 A discharged employee must present a grievance which shall be in writing through the Shop Steward to Management within three (3) working days, exclusive of Saturday, Sunday and Paid Holidays, after discharge and the Management shall review such grievance with the Shop Steward and render a decision within twenty-four (24) hours after such review. If the decision of Management is unsatisfactory the grievance may be referred to a Board of Arbitration as herein above provided.
- 6.14 Such special grievance may be settled under the grievance procedure or by arbitration by:
- (1) confirming the Company's action in dismissal of the employee, or
  - (2) reinstating the suspended or discharged employee with full compensation for time lost, or
  - (3) any other arrangement which may be deemed **just** and equitable.

#### ARTICLE 7 - STRIKES, LOCKOUTS & PICKET LINES

- 7.01 During the term of this Agreement, there shall be no lockout by the Company or any strike, sit-down, work stoppage, or suspension of work either complete or partial for any reason by the employee.
- 7.02 The Company recognizes the right of the employees to recognize and refuse to cross a legal picket line involving the Teamsters Local Union 91.

#### ARTICLE 8 - SENIORITY

- 8.01 Length of service in the bargaining unit will be the sole determining factor in ascertaining seniority. Seniority accrued in one (1) bargaining unit shall not be interchangeable with any other bargaining unit within the scope of this Agreement. Without exception, employees transferring from one bargaining unit to another will be placed at the bottom of the seniority list to which they are transferring and the date of such transfer shall be deemed to be the employee's new date of hire.
- 8.02 Employees shall be considered probationary until placed on seniority lists and shall be employed on a probationary basis for forty-five (45) calendar days provided that if the employee is absent for more than five (5) consecutive days during this period the days of absence will be added to the stipulated forty-five (45) calendar days probationary period. During the probationary period the employee may be discharged or disciplined without recourse to the grievance procedure. The Company may not discharge such employee for the purpose of forcing an additional probationary period. Upon completion of the forty-five (45) calendar days, the employee shall either be discharged or placed on the regular seniority list as the date of the commencement of his probationary period.
- 8.03 (a) The purpose of seniority is to provide a policy governing promotions, transfers to other **jobs**, transfers to other start times, work preference, layoffs and recalls. In dealing with promotions and transfers to other jobs, ability, qualifications and experience being sufficient, seniority shall be the governing factor. When it is necessary to lay off employees, junior employees will be laid off first and then lay-off will be on the basis of



bargaining unit seniority provided the employees who remain are capable of handling the jobs that are available. When recalling employees they will be recalled in the inverse order to which they were laid off.

***When a junior full-time employee is laid-off, he will be offered the following options:***

- 1. take full lay-off, or;***
- 2. maintain full-time status for a maximum period of twelve (72) months while maintaining benefits on a prorata basis (based on hours worked);***
- 3. after twelve (72) months, option of full lay-off is available retro to original lay-off date, or;***
- 4. to become a part-time employee following the terms and conditions of Article "E" while maintaining full-time rate of pay for the next twenty-four (24) months.***

Whenever a shift change in work assignment takes place, the senior employee whose job is eliminated has the right of bumping any junior employee within his bargaining unit.

- (b) In all lay-offs, when the qualifications of an employee are questioned by the Company, such employee will be given the opportunity to perform the work in question to determine if he/she is qualified for no longer than fifteen **(15)** days.

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

**8.05** Seniority lists containing the name and starting date of employees will be prepared on or about January 1 and July 1 and posted on the bulletin boards of each bargaining unit referred to herein, with sufficient copies for Stewards and Business Agents. Such lists shall be forwarded to the Union and shall contain names, addresses and social insurance numbers of employees as contained in the records of the Company.

**8.06** An employee shall lose all seniority and shall be terminated for any of the following reasons:

- (a) if an employee voluntarily quits;
- (b) if an employee is discharged and is not reinstated pursuant to the Grievance Procedure as provided in this Agreement;
- (c) if an employee has been laid off and not employed elsewhere and has refused to return to work within twenty-four **(24)** hours after being contacted personally. When the employee cannot be contacted, or is employed elsewhere, then the Company will notify the employee by registered mail to his last known address to return to work and he will be allowed no more than seven **(7)** consecutive days from the date of notification to report for duty.
- (d) if an employee overstates a leave of absence without securing an extension, in writing, of such leave of absence, or if he takes employment other than that declared and agreed

upon when applying for the leave of absence;

- (e) if an employee is absent from work without securing a leave of absence for more than three (3) consecutive working days without an explanation acceptable to the Company;
- (f) if an employee is laid off and not recalled for a period extending beyond thirty-six (36) consecutive working months.

**8.07** Employees promoted to permanent supervisory positions or positions not subject to this Agreement will retain their seniority after promotion for a six (6) month period only. Such period may be extended an additional six (6) months subject to mutual agreement between the Company and the Union. If demoted for any reason, or if they voluntarily request reinstatement to their former position, the time served in the supervisory position shall be included in their seniority rating. Such employee shall forfeit any and all recourse to the Grievance Procedure as outlined in this Agreement, should he subsequently be discharged in such a position beyond the jurisdiction of this Agreement. A premium of ten percent (10%) of the employee's regular pay will be added for this period.

**8.08** It shall be the duty of employees to notify the Company, in writing, within forty-eight (48) hours of any change in their address and telephone number. If an employee should fail to do this, the Company will not be responsible for failure of a notice to reach such employee. The Company will provide change of address forms. The Company will send a copy of such changes to the Union on a monthly basis.

**8.09** It is agreed between the Parties that permanent help shall not be laid off or worked short time while temporary help is retained, provided that permanent help can qualify and will be considered as temporary help during this period. Full-time employees on layoff will be given first opportunity to do temporary work within their bargaining unit provided they can do the work.

**8.10** (a) Excluding those employees within the Loeb Inc. - Drivers bargaining unit, permanent employees will be given seven (7) days notice prior to any lay-off or pay in lieu thereof. However, when an employee is recalled to work and works forty (40) hours in one (1) week as specified in Article 1.1 hereof then such employee will receive another notice as specified above. However, the notice does not apply to temporary lay-off of one day which requires a notice of at least two (2) hours.

(b) Excluding those employees within the Loeb Inc. - Drivers bargaining unit, if a junior employee is temporarily laid off and this results in a senior employee being assigned to another shift, he shall have the first opportunity to return to his regular shift or he may elect to stay on the shift for the balance of the work week. If he stays on the shift, the junior employee who was temporarily laid off may be recalled to that or any other shift for the completion of the week.

**8.1** If a continued loss of work days exists for the employees or in the case of a major pending layoff, the Company or the Union may request a meeting to discuss alternate work for such employees.

## ARTICLE 9 - HOURS OF WORK

- 9.01 In addition to the items included in this Article, the specific hours of work for the bargaining units represented by this Collective Agreement are provided for in the appropriate attached Schedules.
- 9.02 (a) All hourly-rated employees will be allowed a coffee break, not in excess of fifteen (15) minutes without loss of pay in the first half-shift and a coffee break not in excess of fifteen (15) minutes without **loss** of pay in the second half-shift.
- (b) Employees working ten (10) hour days will receive an additional coffee break, not in excess of fifteen (15) minutes without **loss** of pay, arrangement of such additional break will be by mutual agreement.
- 9.03 An employee temporarily transferred to a higher paying job will receive his own rate of pay or the rate of pay which represents an increase, whichever is the higher.

## ARTICLE 10 - VACATIONS

- 10.01 The Company will grant each employee, subject to this Agreement, vacation as follows:
- (a) the Company will grant, as of June 30th in any one (1) year, by way of vacation pay to those employees who have been employed previous to June 30th but not over six (6) months previous, two percent (2%) of all earnings of the employee for such period;
  - (b) the Company will grant, as of June 30th in any one (1) year, by way of vacation to those employees who have been employed previous to June 30th but not over one (1) year and not less than six (6) months previous, two percent (2%) of all earnings of the employee for such period and a vacation period pro-rated at the rate of one-half (1/2) day per month;
  - (c) the Company will grant, by way of vacation to all employees with more than one (1) year continuous service as of June 30th, two (2) weeks vacation;
  - (d) the Company will grant by way of vacation to all employees with more than five (5) years continuous service as of June 30th, three (3) weeks vacation;
  - (e) the Company will grant by way of vacation to all employees with nine (9) years continuous service as of June 30th, four (4) weeks vacation.
  - (f) the Company will grant, by way of vacation to all employees with sixteen (16) years continuous service as of June 30th, five (5) weeks vacation.
  - (g) the Company will grant by way of vacation to all employees with twenty-five (25) years continuous service as of June 30th, six (6) weeks vacation;
  - (h) ***the Company will grant by way of vacation to all employees with thirty-five (35) years of continuous service as of July 1<sup>st</sup>, 2002, seven (7) weeks vacation.***

## 10.02 Amount of Vacation Pay

Vacation pay for those enjoying ~~two~~ (2) weeks vacation, three (3) weeks vacation, four (4) weeks vacation, five (5) weeks vacation, six (6) weeks vacation or seven **(7)** weeks vacation shall be calculated at four percent (4%), six percent **(6%)**, eight percent (8%), ten percent (10%), twelve percent **(12%)** and fourteen percent (14%) **(for those grandfathered with this benefit)** respectively of their total earnings for the fiscal year ended June 30th of the vacation year.

## 10.03 on / for Employees Terminating Employment

Employees who have qualified for two (2), three (3), four (4), five (5), six **(6)** or seven **(7)** weeks' vacation and who sever or have severed their employment after they have become qualified for two (2), three **(3)**, four (4), five (5), six **(6)** or seven **(7)** weeks' vacation, as the case may be, shall receive, at the date of the severance or as soon as reasonably possible thereafter, vacation pay computed at the rate of four percent (4%), six percent **(6%)**, eight percent (8%), ten percent (10%), twelve percent **(12%)** or fourteen percent (14%) **(for those grandfathered with this benefit)** respectively of their earnings since the termination of their last computed vacation pay.

## 10.04 Vacation Pay for Regular Employees on Short-Time

Vacation pay will be computed at the rate of two percent **(2%)** of annual earnings for each week of vacation granted. At no time shall an employee's vacation be less than the equivalent of forty (40) hours' pay per week of vacation, provided he has worked fifty percent (50%) of the time in the previous vacation year. Vacations and Paid Holidays shall be considered as time worked. This provision shall only apply to employees on short-time due to layoff, sickness or Worker's Compensation and shall not apply to employees who sever or have their employment severed. This clause applies to an employee who has more than twelve **(12)** months of continuous service.

10.05 Vacation pay and Paid Holiday pay will be considered as earnings.

10.06 It shall be compulsory for all employees to take their vacations during the vacation year in which they qualify for such vacations, however, it is agreed that where an employee has been absent because of illness, injury or approved leave of absence and has not earned sufficient earnings, (in the mutual opinion of the Union and the Company), as a result of such absence, the requirement to take vacation during the appropriate vacation year can be waved, in whole or in part, provided that the Company, the Union and the employee are in agreement. In the event that the Company, the Union and the employee are unable to agree, the employee shall be required to take the vacation in dispute.

10.07 An employee who is absent from work on vacation or leave of absence shall not be offered an overtime assignment. For clarity, an employee shall not be considered for overtime during the period commencing with his first regularly scheduled working shift that he is on vacation and ending with his first regularly scheduled working shift after the end **of** his vacation.

10.08 Total earnings shall be defined as those which appear on the employee's T-4 slips.

- 10.09 At the commencement of any vacation year (June 30th) employees will be deemed to have satisfied the service requirements if their anniversary date marking the attainment of such service precedes December 31st in that vacation year; however, employees will only be eligible when they attain such service.

## ARTICLE 11 - PAID HOLIDAYS

- 11.01 The following Paid Holidays will be observed:

New Year's Day.....	Labour Day
Good Friday.....	Thanksgiving Day
Victoria Day.....	Christmas Day
Dominion Day.....	Boxing Day
Civic Day.....	½ day before Christmas
.....	½ day before New Year's

One (1) floater holiday to be taken at a time mutually agreed between the Company and the employee concerned. Such floater holiday must be taken by no later than the last Saturday of January of the following year.

The booking of floaters will be limited to one (1) per location, based on the Home Base of the employee at booking time. The initial list of booked floaters will be posted along with the vacation list. ***If the allowed number of employees off on vacation has not been met, additional floaters may be booked up to the maximum allowed off when combining vacation and floaters.***

- 11.02 When one (1) of the observed Paid Holidays falls on a Saturday or a Sunday, the day proclaimed by the Federal or Provincial Government shall be the day observed. If no other day is proclaimed, the employee shall be paid the Paid Holiday pay in accordance with the conditions outlined below.
- 11.03 An hourly-paid employee shall be paid eight (8) or ten (10) hours' pay, depending on his schedule, at his appropriate hourly rate for the above mentioned Holidays providing:
- (a) he has completed his probationary period;
  - (b) he has not been laid-off for a period longer than fifteen (15) calendar days prior to the holiday;
  - (c) he has not been absent from work due to sickness or injury for a period longer than thirty (30) days prior to the holiday;
  - (d) he must be available to work his scheduled shift prior to and following the Paid Holiday to qualify for such holiday. This requirement shall not apply if an employee is off on bona fide illness. Proof of same must be provided by the employee.
- 11.04 Paid Holidays shall be on the day proclaimed. Personnel required to work on the Paid Holiday shall be paid at ***time and one half (1 ½) time their normal rate of pay in addition to the Paid***

***Holiday Pay.***

- 11.05** All night shift employees, except Drivers, shall enjoy Paid Holidays in line with the following conditions:
- (a) all Paid Holidays falling on a day other than Monday, the night of the holiday will be the Paid Holiday. Any hours worked between 6:00 a.m. the day of the Holiday and 6:00 a.m. the following morning shall be paid at **time and one half (1 ½)** the employee's normal rate of pay in addition to the Paid Holiday pay;
  - (b) in the case of a Paid Holiday falling on a Monday, employees whose work week commences on Sunday or prior to 6:00 Monday, Sunday shall be their Paid Holiday and their work week will commence on Monday. Any hours worked between 6:00 a.m. Sunday and 6:00 a.m. Monday will be paid at **time and one half (1 ½)** the employee's normal rate of pay, in addition to the Paid Holiday pay. Employees whose work week starts on Monday night shall not be allowed to work ahead of employees who start their work week Sunday night;
  - (c) in the case ~~of~~ a Paid Holiday falling on a Monday, employees whose work week commences on a Monday or prior to 6:00 a.m. Tuesday, Monday shall be their Paid Holiday and their work week will then commence on Tuesday. Any hours worked between 6:00 a.m. Monday and 6:00 a.m. Tuesday will be paid at **time and one half (1 ½)** the employee's normal rate of pay in addition to the Paid Holiday pay. Employees whose work week starts on Monday night shall not be allowed to work ahead of employees whose work week starts Sunday night.
- 11.06** If a Paid Holiday(s) falls within an employee's vacation period, the employee will be allowed to schedule an additional day off at a mutually convenient time between him and the Company. He will receive payment for such additional day whenever such day is taken or, at his request, he can receive payment for such Paid Holiday instead of the additional day off.
- 11.07** Where an employee is absent because of illness or injury, the Company will provide the difference between **sick** pay or compensation payment and the Holiday pay to which he would have been otherwise entitled.
- 11.08** Where work is to be performed on a Paid Holiday, such work shall be on a voluntary basis regardless of the number of overtime hours performed in the preceding week. An employee who refuses to work on a Paid Holiday shall not be considered as scheduled to work that day.

**ARTICLE 12 - LEAVE ~~OF~~ ABSENCE**

- 12.01** Leave of absence, without pay and without **loss** of seniority, will be granted in the following cases:
- (a) an employee may be granted a personal leave of absence for a reasonable time not to exceed thirty (30) calendar days for good cause if it does not interfere with operations. The Company agrees to maintain benefit premium payments for each employee on personal leave of absence on the condition that the employee reimburse the Company for the full amount of premium paid;

- (b) the Chief Steward or his designate will be granted leave of absence of up to three (3) days to attend labour conventions or to do other similar work for the Union:
- (c) the Company shall grant an employee an indefinite leave of absence to work in an official paid capacity for the Teamsters Union. Such leave shall be revocable upon seventy-two (72) hours' notice by the employee, in which case, he will displace any employee with less seniority than him. Such displaced employee will have the same right.
- (d) extension of any of the above time limits will be by mutual agreement between the Company and the Union. All leaves of absence must be requested in writing.

- 12.02 (a) The Company will grant maternity leave without pay and without **loss** of seniority, provided, however, that the Company may require the employee to commence maternity leave at any time following three (3) months after commencement of pregnancy. An employee on maternity leave must return to work no later than six (6) months following termination of pregnancy in order to retain her seniority. If post-pregnancy complications arise involving the mother or her new-born child (confirmed by a doctor's certificate) which may delay the employee's return to work beyond the six (6) month period the employee shall continue to accumulate seniority. An employee must have been in the employ of the Company for a period of six (6) months in order to qualify for maternity leave.
- (b) The Company will grant paternity leave without pay and without **loss** of seniority in the event that the mother dies or is hospitalized and unable to care for the child. An employee on paternity leave must return to work no later than six (6) months following termination of the spouse's pregnancy in order to retain his seniority. If complications arise (confirmed by a doctor's certificate) which may delay the employee's return to work beyond the six (6) month period the employee shall continue to accumulate seniority. An employee must have been in the employ of the Company for a period of six (6) months in order to qualify for paternity leave.

#### ARTICLE 13 - BEREAVEMENT LEAVE

- 13.01 (a) The Company agrees that in the event of bereavement in the immediate family of an employee as indicated below, to allow the said employee five (5) working days off with pay to attend the funeral and look after legal requirements of the estate should the need arise:

Wife.....	five (5) working days
Husband.....	five (5) working days
Son.....	five (5) working days
Daughter.....	five (5) working days
Father.....	five (5) working days
Mother.....	five (5) working days
Sister.....	five (5) working days
Brother .....	five (5) working days

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

hourly rate:

Mother-in-Law..... three (3) days  
 Father-in-Law..... three (3) days  
 Brother-in-Law..... one (1) day  
 Sister-in-Law..... one (1) day  
 Grandparents..... one (1) day  
 Grandchildren..... one (1) day

#### ARTICLE 14 -JURY DUTY

14.01 In the event of an employee being called for jury duty or subpoenaed for a Crown Witness, the Company agrees to pay the difference between the employee's jury pay and his regular earnings based on forty (40) hours per week upon proof of jury pay being presented to the Company.

#### ARTICLE 15 - EQUIPMENT

- 15.01 (a) It is to the mutual advantage of both the Company and the employee that employees shall not operate vehicles which are not in a safe operating condition and not equipped with the safety appliances required by law.
- (b) It shall be the duty of the employee(s) to report promptly, in writing, to the Company all defects in equipment.
- (c) ***It shall be the duty and responsibility of the Company to maintain all vehicles and equipment in a safe operating condition. Also, a pre-trip inspection for each piece of equipment used daily shall be Completed before usage, as per the "Occupational Health & Safety Act".***
- (d) The maintenance of equipment in sound operating condition is not only a function, but a responsibility of Management.
- (e) The determination, in respect to the condition of equipment, shall rest with the senior qualified Supervisor.
- (f) It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified.
- 15.02 It is agreed that "Bad Order" forms shall be supplied for the employee on which to report defects in equipment with sufficient copies so that one (1) can be held available for the employee and so that the office of the Company will have a copy of this report on file. The mechanic will sign this report when repair work is completed. A "Bad Order" form, when made out by the employee, will be signed by a representative of the Company. When a unit is "bad ordered" for reasons that make the vehicle unsafe for use, it will be tagged and the keys removed and placed in the Maintenance Department along with the "Bad Order Report". No employee or Company representative will remove the tag.
- 15.03 The Company shall not compel any employee to operate a vehicle in excess of the legal load



limits.

**15.04** All power equipment and vehicle combinations shall have adequate braking systems.

#### ARTICLE 16 - MEDICAL EXAMINATIONS

**16.01** Any medical examination requested by the Company and/or federal or provincial legislations shall be promptly complied with by all employees, provided however that the Company shall pay for all such examinations. The Company reserves the right to select their own medical examiner or physician and the Union may, if in their opinion they think an injustice has been done an employee, have said employee re-examined at the Union's expense.

**16.02** When a medical examination is required by the Company, the following conditions shall apply:

- (a) if any employee takes a medical examination during his/her normal working hours, he/she shall be paid for the time involved and thus not lose any pay as a result of his/her taking a medical examination;
- (b) if a medical examination is taken after working hours, the employee shall be paid two **(2)** hours and shall, in such a case, receive at least three (3) days' notice prior to the appointment with the doctor;
- (c) if a medical examination **is** to be taken during working hours, one **(1)** day of notice will be given to the employee;
- (d) a report of the examination will be made available to the employee through the doctor designated by the Company;
- (e) no employee shall be required to take a medical examination on a Saturday unless the employee **so** requests and does **so** voluntarily;
- (f) in the event the Company elects to have the employee examined in another city which is not adjacent to his/her home community, he/she shall be supplied transportation to and from such city and be paid at the regular hourly rate for the time involved;
- (g) The Company shall pay one hundred percent (100%) of the cost of preparing any forms necessary for the employee's medical examination.

**16.03** An employee who is a member of the Loeb Inc. - Drivers bargaining unit defined in Article 1 hereof will not be discharged due to loss of his drivers license for medical reasons as they are applied by the Company or federal or provincial legislation. Such employee shall be ***laid off as per the provisions of the Collective Agreement***

#### ARTICLE 17 - NEW TYPES OF EQUIPMENT & CATEGORIES OF WORK

**17.01** When new types of equipment or categories of work for which rates of pay are not established by this Agreement are put into use or effect, rates governing such operations shall be subject to negotiations between the parties. In the event of failure to reach agreement on such rates, the question shall be referred to arbitration within thirty **(30)** days of the date of failure to reach such

an agreement and the rates, as determined, shall apply from the first day the equipment or categories of work were put into use or effect.

#### ARTICLE 18 - BULLETIN BOARDS

- 18.01 The Company agrees to permit posting of notices of Union meetings or functions on bulletin boards conspicuously placed and provided for that purpose provided they are authorized by an officer of the Union.

#### ARTICLE 19 - DAMAGE & LOSS TO CARGO OR EQUIPMENT

- 19.01 Employees shall not be required to contribute financially to offset any claim for loss or damage to cargo or equipment.

#### ARTICLE 20 - SAFETY

- 20.01 (a) It is agreed that employees handling hazardous material shall be supplied by the Company with all necessary equipment, rubber clothing, goggles, etc., to protect the employee's person. No employee shall be compelled to wear hard hats or safety glasses that have been used by other persons unless these items have been properly sterilized.
- (b) Whenever employees are required by the Company or by a Government Agency to wear safety boots or shoes, the Company agrees to pay 100% of the cost of one (1) pair per employee per year up to a maximum of \$95.00 per year to be paid on February 1st of each year. Employees must have worked a minimum of three (3) months in the preceding year to qualify. ***This allowance shall be increased by ten (\$10.00) dollars at the beginning of the third year (April 2004 – allowance to \$105.00), the fifth year (April 2006 – allowance to \$115.00) and the seventh year (April 2008 – allowance to \$125.00).***
- 20.02 The Company agrees to provide clean and sanitary facilities in respect to lunch and washrooms, subject to inspection by the local Department of Health.
- 20.03 The Company shall supply and maintain proper, safe dock plates.
- 20.04 If an employee meets with an accident after starting work incapacitating him from carrying out his duties, he shall be paid his full day's wages for the day of his injury, providing he is not receiving compensation for that day and the Company shall supply suitable transportation to a hospital or doctor and thence to his residence.
- 20.05 The Company shall not require an employee to lift, carry or move anything so heavy or in a manner so as to be likely to endanger his safety or the safety of another person.
- 20.06 The Company and the Union agree to form a safety committee comprised of up to three (3) members of management and up to ~~two~~ **(2)** employees from each of the bargaining units referred to in Article 1 hereof.
- 20.07 The Company agrees to provide sufficient first-aid boxes, properly equipped, as required by the Workers Compensation Act.

## ARTICLE 21 - PAY PERIOD

- 21.01 *The interval between paydays shall be no longer than one (7) week. At the time that an employee receives his pay cheque, the Company shall not retain possession of more than one (7) week's accrued wages except by agreement of the employee(s) expressed, if necessary by a majority vote of the employees affected.*
- 21.02 The Company shall, where possible, issue **pay stubs** in individual envelopes in such a manner that all employees shall have at least one **(1)** full banking day prior to a Saturday or a Paid Holiday.
- 21.03 Minor shortages will be paid the following pay period when brought to the attention of the Company. Shortages in excess of fifty dollars (\$50.00) will be paid immediately.
- 21.04 The Company agrees to show on the employee's pay cheque or statement attached thereto, the number of regular hours worked, the amount earned, the number of overtime hours worked and the amount earned. If the Company is presently supplying additional information over and above that listed above, it will continue to do so. If the Company changes a time card or trip report, the Company agrees to notify the employee in writing of such change as soon as possible and no later than by payday.

## ARTICLE 22 - GENERAL

- 22.01 The Company shall have a time clock which shall be accessible to employees. An employee will have access to his current time card on request.
- 22.02 Personnel shall be allowed time off to vote in Dominion, Provincial or Municipal elections in accordance with the appropriate statute.
- 22.03 All employees must be given dated receipts for all monies turned in to the Company.
- 22.04 Should the Company require any employee to give bond, the premium involved shall be paid by the Company. The primary obligation to procure the bond shall be on the Company. If the Company cannot arrange for a bond for an employee within thirty **(30)** days, the Company must notify the employee in writing. Failure to so notify shall relieve the employee of the bonding requirement. If the proper notice is given, the employee shall be allowed thirty **(30)** days from the date of such notice to make his own bonding arrangements.
- 22.05 In the event of legislation being enacted subsequent to the signing of this Agreement invalidating the application of any Article or Appendix thereto, the relative section only of this Agreement shall be nullified.
- 22.06 The Company will supply lockers or suitable storage space for hanging and storing clothing for all employees **except drivers, but including shunters**.
- 22.07 The Company shall pay the prevailing hourly rates to **all** employees compelled to attend Company meetings.
- 22.08 Where the Company requires an employee to take further training, the employee will be paid for

all time spent in training.

22.09 Employees who are discharged will have their discharge confirmed in writing and their pay will be mailed by registered mail to their last known address. Employees who terminate their employment voluntarily shall have all monies owing them paid not later than the following payday.

22.10 It is agreed that at the request of either party, meetings will take place between the parties to exchange information and discuss matters of mutual interest. The requesting party will provide an agenda ten (10) working days prior to the proposed meeting date. Either party may add items to this agenda up to five (5) working days prior to the meeting date.

22.11 Attached hereto and forming part of this Agreement are the following Schedules:

(a) Schedule "A"

Working Conditions - Ottawa Grocery Warehouse

(b) Schedule "B"

Working Conditions - Ottawa Drivers

(c) Schedule "C"

Working Conditions - Ottawa Produce Warehouse

(d) Schedule "D"

Working Conditions - Maintenance Mechanics

(f) Schedule "E"

Part-time & Casual employees.

Letters of Understanding.

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

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

(c) Unless otherwise authorized in writing by the Company, these severance pay provisions shall not apply to an employee who leaves the service of the Company prior to complete closure of the Branch or who accepts another position with the Company whether in or

outside of his bargaining unit or who refuses to exercise his bumping rights prior to the closing of the Branch.

22.13 Where the masculine or singular pronoun is used in this Agreement, it shall be deemed to include the feminine and the plural.

22.14 *An employee who is hired at a higher rate of pay than the start rate is deemed to have to his credit the necessary hours to justify such a rate of pay.*

22.15 *Labour-Management Committee:*

*In a spirit of effectively furthering identified objectives and with a view to solving promptly any problems that could come up in applying the collective agreement, the parties agree to set up a labour relations committee made up of an equal number of Management representatives and of labour representatives selected by the Union.*

*Each party may appoint a resource person for meetings to be held once every three (3) months or more frequently, depending on what the parties decide.*

*The committee will deal with labour relations issues, employee training and information matters and issues that aim to improve customer service, productivity and efficiency of operations.*

*The committee shall formulate unanimous recommendations to the Employer who shall make his decision known within a reasonable time frame. The committee shall unanimously adopt any procedure it deems appropriate for its own governance and committee members shall not lose any salary when they meet during working hours.*

## ARTICLE 23 - HEALTH & WELFARE

23.01 The present Benefit Plan will remain in effect for the life of this Collective Agreement.

After an employee has completed three months of continuous service, the Company agrees to pay the full cost of the premium, while the employee shall contribute **1.5%** of his regular earnings up to a maximum of forty (40) hours per week, towards the insurance plan. This new plan shall come in effect on September 1, 2002, which includes the following:

(a) LIFE INSURANCE

Approximately twice annual salary.

(b) ACCIDENTAL DEATH AND DISMEMBERMENT

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

(c) WEEKLY INDEMNITY

70% of basic weekly salary to a maximum of \$750 per week to begin on the first

*day for accident and in case of hospitalisation and on the fourth (4th) day for sickness to a maximum of twenty-six (26) weeks.*

(d) LONG TERM DISABILITY

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

(e) EXTENDED HEALTH CARE

*Hospital accommodation - no deductible, semi-private and reimbursed at 100%*

*Medical expenses (including drugs) - deductible of \$25 for single coverage, \$50 for family coverage, reimbursed at 90%*

*Paramedical Services - services of a chiropractor, osteopath, naturopath, podiatrist, psychologist and psychoanalyst - 1 visit per day, maximum of \$1,500 per calendar year for all specialists*

*Hearing aids - maximum of \$300 per two (2) year period.*

(f) OPTICAL PLAN

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

(g) DENTAL PLAN

*Annual deductible of \$10 for single coverage, \$20 for family coverage.*

*Preventive reimbursed at 100%, basic and major treatment reimbursed at 80% with a maximum of \$1,200 per person per year.*

*Orthodontia reimbursed at 50% with a maximum of \$1,500 per person per lifetime.*

*Fee Guide ODA with a 1 year lag.*

23.02 The Company agrees to maintain a medical and/or hospital plan should the provincial government dissolve OHIP. However, the cost of the new plan is not to exceed the cost of the premiums paid towards OHIP at the time of its dissolution.

23.03 During the time an employee is in receipt of benefits under either the weekly indemnity, the long term disability insurance or Workmen's Compensation, the Company will continue to pay its share of the cost of the benefits as set out in this Agreement.

23.04 In the event an employee is injured at work, the Company agrees to pay 70% of basic weekly salary to begin on the eighth day following the accident.

The Union agrees that the Worker's Compensation will reimburse the Company or, if the employee receives the money, he will reimburse the Company.

In order to qualify for the payment from the Company, the employee will have to make such request in writing and sign required forms to ensure the Company will be reimbursed.

**23.05** The Company's Pension Plan will become voluntary effective January 1, 1981 and employees must at that time decide whether or not they will remain as a member. Once the decision is made, it is final and binding. The pension plan will be optional under the same conditions for all new employees hired after January 1, 1981.

**23.06** *In addition to the benefits provided in Article 23 hereof, employees shall be entitled to sick leave as follows:*

*Upon completion of three (3) months of continuous service with the Company each full-time employee shall be entitled to the following paid sick leave per year as follows:*

- *after three (3) months' service, one (1) day;*
- *after six (6) months' service, three (3) days;*
- *after nine (9) months' service, four (4) days;*
- *after one (1) years' service, five (5) sick days.*

*Any unused days shall be paid on or about December 15<sup>th</sup> each year. An employee will be entitled to utilize such sick leave when any member of his family is ill.*

## ARTICLE 24 - DURATION OF AGREEMENT

**24.01** Unless changes by mutual consent, the terms of this Agreement shall become effective April 1, 2002 and shall continue in full force and effect until March 31, 2010, and shall continue automatically thereafter for annual periods of one (1) year each, unless either party notifies the other party in writing, within a period of ninety (90) days, immediately prior to the expiration date that it desires to amend the Agreement.

**24.02** Negotiations shall begin within fifteen (15) days following notification for Amendment, as provided in the preceding paragraph.

**24.03** If, pursuant to such negotiations, an Agreement is not reached on the renewal or amendment of this Agreement or the making of a new Agreement prior to the expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties or unless conciliating proceedings prescribed under the Ontario Labour Relations Act have been completed, whichever date should first occur.

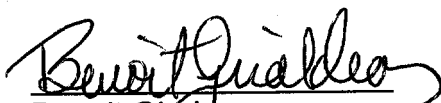
IN WITNESS THEREOF each of the parties has caused this Agreement to be signed by their duly authorized officials or representatives as of the **16<sup>th</sup> day of July, 2002.**


LOEB CANADA INC.

  
Eric La Flèche

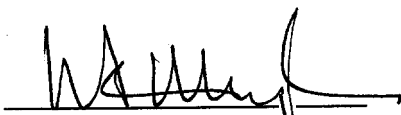
  
Johanne Choinière

  
Alain Picard

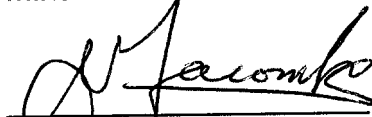
  
Benoit Giraldeau

  
Bob Auger

  
Anna Leost

  
Mike Meagher

  
Mike Lahaise

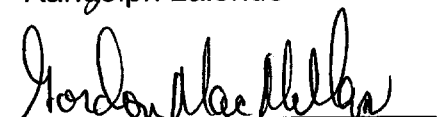
  
Noel Lacombe

  
Wayne Whipple

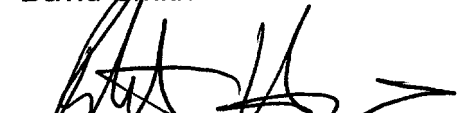
TEAMSTERS LOCAL UNION 91


  
André Papineau

  
Randolph Lalonde

  
Gordon MacMillan

  
David Smith

  
Robert Hagen

  
Richard Dagenais



## Schedule " A WORKING CONDITIONS - OTTAWA GROCERY WAREHOUSE

The parties agree that the terms of this Schedule apply exclusively to those employees within the Loeb Canada Inc. - Ottawa Grocery Warehouse bargaining unit and is not to be construed as applicable unless specifically referred to, in any manner whatsoever, to any other Schedule attached hereto. In the event of a conflict between the terms of this Collective Agreement and the terms of this Schedule, the terms of this Schedule shall prevail.

### ARTICLE A1 - SENIORITY

- A1.01 Part-time and ***casual*** employees will not normally be assigned to the day shift provided the Company was aware at least twenty-four (24) hours before the absence or work fluctuation occurred. Wherever possible, the Company undertakes to offer work on the day shift caused by absent full-time employees, to off-shift employees, in accordance with bargaining unit seniority, before such work is offered to part-time and student employees provided that the Company is provided with a minimum of one day's notice of such absence.
- A1.02 All work in the dairy will be offered by seniority.

### ARTICLE A2 - JOB OPENINGS

- A2.01 When a vacancy occurs within the scope of this bargaining unit, such vacancy will be posted on the bulletin board for a period of five (5) working days and eligible employees will have the right to bid for the position. The Company will notify the successful candidate within five (5) working days and the position will be filled within ten (10) working days after the expiration of the posting. In case of employees absent because of sickness or accident, the Shop Steward, after verification with the absent employee, may sign the posting on his behalf. Should the absent employee be the successful applicant and he is unable to return to work before the expiry of the trial period, he will forfeit the position and it will be given to the next candidate who applied for the vacancy.
- A2.02 Selections to such positions shall be made on the basis of bargaining unit seniority, provided the employee has the ability and qualifications to do the job.
- A2.03 A trial period of ***ten (10)*** working days will be implemented immediately after the position is filled and at any time during this period following his transfer to any job obtained from the job posting, an employee, due to his inability to perform the work required, may elect to return directly or may be returned directly by the Company to the job he held immediately prior to such transfer.
- A2.04 (a) Temporary transfers of one (1) shift or less shall be filled according to bargaining unit seniority by the employees who normally work at the location where the vacancy occurred.
- (b) Temporary transfers in excess of one (1) shift shall be offered to all employees according to bargaining unit seniority.
- (c) For the purpose of this clause only, the locations referred to in Article A2.05 (a) hereof shall be defined as follows:

- Bantree

- A2.05 Where an employee's job is eliminated and is subsequently reinstated, the following will apply:
- (a) if re-instated within 30 days - the employee must return;
  - (b) if re-instated between the 31st and 90th day - the employee has first choice to return, if he chooses not to, the job will be posted;
  - (c) if re-instated after 90 days, it will be posted.
- A2.06 Any vacancy, other than night shift **warehouse person** and temporary transfers referred to in Article A2.04, caused by illness and/or injury will be filled in the following manner:
- (a) By weekly upgrades for the first twelve **(12)** months;
  - (b) After such twelve **(12)** month period, the position will be posted as per the provisions of Article A2.01.
- If the employee returns to work during the next twelve (12) month period, he will have the right to return to his former position, regardless of who was the successful applicant, or to any other position that was posted during the twelve (12) month period, provided **he** had the seniority to be the successful candidate. Any employee displaced because of the above will have the same rights.
- (c) If the employee returns to work after a twenty-four **(24)** month period, he will have the right to displace any junior employee in any other classification. Any employee displaced because of the above will have the same rights.

**ARTICLE A3 - HOURS OF WORK & OVERTIME**

- A3.01 The following designated work hours are not to be construed to mean a guarantee of hours to be worked. The normal work week shall consist of five (5) days of eight (8) hours per day.
- Full-time employees, ***hired prior to June 13<sup>th</sup>, 1998***, working a five (5) days work week will receive two **(2)** consecutive days off in seven **(7)** days, which will be either Friday-Saturday, Saturday-Sunday, or Sunday-Monday. Shifts schedule will be offered in order of seniority. No full-time employee, ***hired prior to June 13<sup>th</sup>, 1998***, will be scheduled past 5:30 p.m. on Saturday, except by mutual agreement.
- A3.02 An overtime premium of time and one-half the regular hourly rate of pay shall be paid for all hours worked in excess of the standard hours of work indicated in Article A3.01. In any event, double time shall be paid for all overtime hours in excess of ***four (4) hours per day. Therefore, the first four (4) hours of daily overtime are to be paid at time and one half (1 ½) the regular hourly rate of pay.***
- A3.03 (a) Employees working five (5), eight (8) hour days will receive:
- Time and one half (1½) their regular rate of pay for the first eight **(8)** hours worked on the

sixth (6th) day, ~~two~~ **(2)** times their regular rate of pay thereafter; ~~two~~ (2) times their regular rate of pay on the seventh (7th) day.

- (b) An employee reporting for overtime work on the sixth or seventh day will be guaranteed four **(4)** hours at the applicable overtime rate:

A3.04 It is agreed that the Company has the right to change an employee's shift provided the employee is notified ~~no~~ later than Thursday of the previous week for a change to take place at the beginning of the following week.

A3.05 If the Company should see fit to institute shift changes, alter or change starting or quitting times, it is agreed that the Company and the Union will mutually agree to such shift changes before they are instituted. Agreement by the Union shall not unreasonably be withheld.

A3.06 (a) CALL-OUT: An employee who has left the Company's premises after the end of his regular shift and is called out to work shall be paid one and one-half (~~1~~ **1/2**) times his regular hourly wage rate for each hour worked from the time he reported for work on Call-Out to the starting time of his next shift but, in any event, he shall be paid not less than four and one-half (**4 1/2**) hours at his normal straight time rate subject to Article A3.02 hereof.

(b) REPORTING PAY: An employee who reports for work on his regular scheduled shift who has not been notified not to report for work will be guaranteed eight (**8**) hours' pay or ten (10) hours' pay, as the case may be.

(c) OVERTIME NOTICE: When an employee is requested to work overtime, the Company agrees to give the employee as much notice as possible prior to shift end.

A3.07 (a) Employees who are requested to work overtime will be advised of the length of overtime their services will be required. Employees will be paid a minimum number of hours overtime equal to the amount the employees were asked to work. However, the length of overtime requested should not be construed as being the maximum required to complete the task.

(b) When the Company requests an employee to work overtime, such overtime will be offered by the Company on a location and shift seniority basis providing the employee has the competence. Once the overtime has been offered by seniority and there are not enough volunteers, the Company will be allowed to oblige employees in reverse order of seniority, starting with the part-time employees then on the shift. Employees who are absent from work for any reason will be considered not available for overtime.

(c) Overtime to be performed on a fifth, sixth or seventh day will be offered to the employees according to bargaining unit seniority providing the employee has the competence.

(d) For the purpose of this clause only, the locations referred to in Article A3.07 (b) hereof shall be defined as follows:

- 490 Industrial Avenue
- Bantree

- A3.08 Employees may be required to work up to two **(2)** hours per day in excess of the standard hours of work as indicated in Article A3.01 hereof. Any overtime hours worked beyond four **(4)** hours per work week will be on a voluntary basis. This limit does not apply for inventory-taking or if the employee has reported for overtime work on a fifth, sixth or seventh day.
- A3.09 (a) Where an employee who works in the frozen food locker is deemed surplus for the whole shift, he will be notified of such change before the end of his preceding shift. Where such notice has not been given, the employee has the right to refuse the job change.
- (b) If an employee who works in the frozen food locker is deemed surplus once the shift has started, the Company will have the right to transfer him to work in the dairy. In such a case, the transferred employee will be allowed to displace any employee over and above the regular posted dairy employee, regardless of seniority.
- A3.10 It is the intent of the Company to schedule sufficient work for inventory taking to provide employees with an equivalent of eight (8) hours pay at straight time rates. A notice will be posted on the bulletin board two (2) weeks prior to inventory being taken.
- A3.11 When overtime work in excess of one (1) hour's duration is performed immediately following an employee's regular shift, the employee will be granted a fifteen **(15)** minute paid rest period at the midway point of the overtime worked. However, if the midway point exceeds two (2) hours, the paid rest period shall **be** granted two **(2)** hours after the overtime has commenced and every two (2) hours thereafter.
- A3.12 Employees shall be entitled to an unpaid thirty (30) minute lunch period.
- A3.13 *Banked Overtime*

*Regular employees who have worked overtime are free to choose to be paid according to the terms of the Collective Agreement or to take compensatory time off for the hours of overtime they worked (ex. one (7) hour of overtime at time and one half (1 ½) equals one (7) hour and thirty (30) minutes of compensatory time **off**) in accordance with the following conditions:*

- 1) Forty (40) hours is the maximum compensatory time off that **may** be accumulated over a year.*
- 2) Compensatory time **off** may be taken only once a year in a single block of eight (8), sixteen (16), twenty-four (24), **thirty-two (32)** or forty (40) hours, as the case may be.*
- 3) The request for compensatory time off must be submitted at least two (2) weeks beforehand, and the employee and his/her immediate supervisor must agree on when compensatory leave shall be taken. Compensatory leave is not allowed however during the following periods:*
  - from December **1<sup>st</sup>** to January **15<sup>th</sup>***
  - from May **15<sup>th</sup>** to September **15<sup>th</sup>***
  - during the March school break*

- 4) Accumulated compensatory time off not taken by September 30<sup>th</sup> shall be paid to the employee no later than December 1<sup>st</sup>.**

**ARTICLE A4 - VACATIONS**

- A4.01 (a) The choice of vacation periods shall be by seniority, within the scope of this bargaining unit and the Company guarantees that all employees wishing to take their vacation during the months of June, July and August, inclusive, shall be allowed to do so providing the Company can maintain a sufficient working force to handle the work available. The Company reserves the right to include May in the above period if an increase in the work force necessitates such a change. It shall not be mandatory, however, for employees to take their vacations during this period. Employees choosing their vacation periods in other than the summer vacation period shall be allowed to do so in accordance with their seniority as outlined above. The Company will have each employee come into the Manager's office in order of seniority to sign for the time he would like for his vacation. Night shift employees transferring to days for the summer period shall book their vacation with the day shift employees. The final vacation schedule shall be posted by the Company not later than January 1<sup>st</sup> of each year. Summer vacation shall be June, July and August, inclusive.
- (b) Employees eligible for vacation will be given a minimum of two (2) weeks' vacation during the period from June to August in each year.
- (c) Employees will be restricted to book a maximum of two (2) weeks at a time. Once all the employees have booked the first two (2) weeks, the process will be repeated until every employee has booked all of his vacations.
- (d) Vacation booking for the summer period will be done on the basis of shift seniority; vacation booking outside the summer period will be done on the basis of overall seniority.
- A4.02 An employee who is transferred from day shift to night shift will be eligible to re-book his vacation on the basis of his night shift relative seniority.

This provision will only apply to a maximum of three (3) employees.

**ARTICLE A5 - WAGES**

- A5.01 ***Refer to Appendix "A" for the wage scales for the following classifications:***
- ***Receivers & Checkers***
  - ***Fork Lifts***
  - ***Warehouse person***
  - ***Loader***
  - ***Janitor***
- A5.02 An afternoon shift premium of seventy (70) cents per hour will be paid for shifts commencing on or after 3:00 p.m. but before 10:00 p.m. and a night shift premium of eighty (80) cents per hour will be paid for shifts commencing on or after 10:00 p.m. but before 5:00 a.m.

- A5.03** It is agreed between the Company and the Union that, all employees working more than one (1) hour in the frozen food locker will receive **a** freezer premium of an additional **seventy-five (\$0.75) cents per hour.**
- A5.04** The Company undertakes to monitor the appropriate clothing that **is** needed for those employees working in the Dairy area. Such clothing shall **be** provided to employees as needed and at no cost to the .employees.

## Schedule "B" WORKING CONDITIONS - LOEB INC. - DRIVERS

The parties agree that the terms of this Schedule apply exclusively to those employees within the Loeb Canada Inc. - Drivers bargaining unit and is not to be construed as applicable unless specifically referred to, in any manner whatsoever, to any other Schedule attached hereto. In the event of a conflict between the terms of this Collective Agreement and the terms of this Schedule, the terms of this Schedule shall prevail.

### ARTICLE B1 - SENIORITY

**B1.01** When a shortage of work of one (1) shift occurs in a department, the affected employee can immediately exercise his seniority into any other department. However, for the purpose of this Article, the employee shall not be permitted to displace a *shunter*.

Notwithstanding the above, the employee may return to his former job if work returns to normal. Normal work shall mean "normally assigned duties".

For the purpose of this Schedule, departments will be known as: A.M., P.M., and SHUNTER.

*Bookings will be limited to A.M. and P.M. delivery. A.M. drivers will book for their next shift between 12 noon and 3:30 p.m. on the previous day. The booking will include known dispatches up to 10:00 a.m. the following day. The daily booking will be initiated by the dispatcher, by seniority, starting at 12 noon. Should the dispatcher not be able to contact a driver, then the responsibility will be on that driver to contact dispatch no later than 3:30 p.m.. Failure by that driver to contact dispatch by 3:30 p.m. will result in the dispatcher offering him/her the remaining dispatches at the time that driver does call in. Any drivers not booked on the previous day must contact dispatch the following day between 8:00 a.m. and 9:00 a.m. for any remaining runs. Failure by those drivers to contact dispatch by 9:00 a.m. will result in the dispatcher offering them the remaining dispatches at the time they do call in. All runs dispatched between the hours of 3:00 a.m. and 3:59 p.m. will be offered by seniority to the A.M. drivers only. All runs dispatched between the hours of 4 p.m. and 2:59 a.m. will be offered by seniority to the P.M. drivers first, and any remaining runs will be offered to A.M. drivers who have not been dispatched. Drivers refusing a dispatch, other than on their two (2) days off that week, could be subject to disciplinary action.*

#### Shunter and Spare Shunter

*Bookings will be by shift (a.m. or p.m.). Replacement due to absences for any reason will be offered to spare shunters (this change will become effective with the April 2003 booking).*

### ARTICLE B2 - UNIFORMS

**B2.01** *In April of each year, the Company will provide and pay one hundred percent (100%) of the cost the uniform for each driver who has completed his probationary period. The Company will introduce a new voucher system with an outside Company (supplier) where the employee will be entitled to select his uniform. The Company will determine the cost and what the uniform shall include and the employee shall have the right to*

*make his selection.*

*Employees must wear the uniform at all times during working hours.*

#### ARTICLE B3 - PASSENGERS

**B3.01** No driver shall be permitted to allow anyone except employees of the Company who are on duty or other transport drivers broken down on the highway to ride in his truck except by written authorization of the Company.

#### ARTICLE B4 - PAID HOLIDAYS

**B4.01** Paid Holidays shall be on the day proclaimed. Personnel required to work on the Paid Holiday shall be paid at ***time and one half (1 ½) the normal rate of pay in addition to the Paid Holiday Pay.***

**B4.02** Dispatches must be arranged **so** the drivers will be back in their home terminal and off duty at **6:00 p.m.**, December 24th and December 31st. However, this does not preclude the Company in case of emergency to move a load if a driver, in line with his/her seniority, is willing to accept a dispatch which will bring him/her back to his/her terminal after **6:00 p.m.** as mentioned above. For all Paid Holidays, the driver is entitled to thirty-six **(36)** hours off duty from the completion of his/her shift on the eve or the day of such Holidays.

#### ARTICLE B5 - VACATIONS

**B5.01** The choice of vacation periods shall be by seniority in each department within the scope of this bargaining unit and the Company guarantees that all employees wishing to take their vacation during the months of June, July, August, and September shall be allowed to do **so**, providing the Company can maintain a sufficient working force to handle the work available. It shall not be mandatory, however, for employees to taken vacations during this period. Employees choosing their vacation periods in other than the summer vacation period shall be allowed to do so in accordance with their departmental seniority. The Company will have each employee come into the Manager's office in order of seniority to sign for the time he would like for his vacation. The final vacation schedule shall be posted by the Company not later than two **(2)** weeks following the annual job bid of each year. Summer vacation period shall be June, July, August and September, inclusive.

**B5.02** Employees qualified for more than three **(3)** weeks' vacation will be restricted to three **(3)** weeks during the recognized summer vacation period.

#### ARTICLE B6 - HOURS OF WORK

##### **B6.01** City Delivery

(a) The normal work day shall be eight (8) hours and the normal work week shall be forty (40) hours. All hours worked in excess of eight (8) hours in any one day or forty (40) hours in any one week, shall be paid at one and one-half times the regular rate of pay.



- (b) No city driver, who has completed eight (8) hours on duty and has been released from duty, will be eligible **to drive** until he has been off duty for eight (8) hours.

**B6.02 Highway Delivery**

- (a) The normal work day shall be ten (10) hours and the normal work week shall be fifty (50) hours. All hours worked in excess of ten (10) hours in any one day or fifty (50) hours in any one week, shall be paid at one and one-half times the regular rate of pay.
- (b) Any driver completing a highway run, who arrives at his home terminal upon completion of his run in eight (8) hours worked or less, overtime shall commence to be paid after eight (8) hours worked.
- (c) Any driver on a highway run, who arrives at his home terminal exceeding eight (8) hours worked, but less than ten (10) hours, and is required to handle a city delivery, overtime shall commence to be paid after completion of his highway run.

Any driver on a highway run, who arrives at his terminal upon completion of his run in more than ten (10) hours worked, overtime shall commence to be paid after completion of his ten (10) hours worked.

- (d) **No** highway drivers will be considered **as** available for work until after **eight (8)** hours off duty.
- (e) **All** work in excess of the standard weekly or daily hours shall be paid for at one and one-half times the regular hourly rate of pay. All work performed after 3:00 a.m. on the sixth (6th) day of work and prior to 2:59 a.m. on the seventh (7th) day of work shall be paid at double time the regular hourly rate of pay. Notwithstanding the above, the Toronto runs on Friday will be paid at the regular rate of pay.

- B6.03** (a) Drivers covered by this Agreement, called in for work, shall be guaranteed not less than eight (8) hours' pay. On the sixth (6th) day of work the guarantee shall be four (4) hours at one and one half time the regular rate and on the seventh (7th) day of work, the guarantee shall be four (4) hours at double time the regular rate.

- B6.04** **All** hourly-rated employees will be allowed a coffee break not in excess of fifteen (15) minutes without loss of pay in the first half-shift, and a coffee break not in excess of fifteen (15) minutes without loss of pay in the second half-shift.

When an employee is specifically requested to work overtime, he will be given a coffee break not to exceed fifteen (15) minutes without loss of any pay before such overtime commences. This provision does not apply to city drivers who are returning to the Company terminal after completing their regular tour of duty, even though they may be returning under overtime conditions.

- B6.05** Employees shall not take more than one (1) continuous hour for meals; however, should the taking of a full continuous hour for meals cause additional waiting time, the Company may request the employee to take not less than thirty (30) minutes. **No** employee shall be compelled

to take more than one (1) continuous hour for meals and the meal period shall be between the fourth (4th) and sixth (6th) hours.

**B6.06** *A driver can volunteer for a sixth (6<sup>th</sup>) shift during his work week where he will be paid at straight time.*

**ARTICLE B7 - ALLOCATION OF WORK**

**B7.01** City delivery consists of delivery made within a sixty-four (64) kilometre radius of the terminal.

**B7.02** The Company shall have the authority to allocate the work personnel having due regard to seniority and qualifications and, where qualifications are relatively equal, seniority shall be the determining factor.

**B7.03** Seniority shall prevail as to starting times and/or shifts as set out by the Company within his department.

**B7.04** Senior personnel shall have the preference to work on the first five (5) consecutive days of the week within his department (a.m. or p.m.), to the extent that it is consistent with the following conditions:

- (a) the work week may commence on a Sunday.
- (b) all work in excess of the standard weekly or daily hours performed after 3:00 a.m. on the sixth (6<sup>th</sup>) day and prior to 2:59 a.m. on the seventh (7<sup>th</sup>) day shall be paid for at one and one half the regular hourly rate of pay.

This provision will not apply to any existing work requiring employees to work between the hours of 3:00 a.m. on the sixth (6<sup>th</sup>) day and 2:59 a.m. on the seventh (7<sup>th</sup>) day.

**B7.05** Where the Company has overtime work to be performed, such work shall be allocated to qualified personnel in the following manner:

- (a) to the senior available employees on duty, within the department where the overtime is to be performed;
- (b) if the senior available employees on duty decline to work overtime, or are unable to perform the overtime, or if there are no employees on duty, the Company shall then allocate the overtime by seniority to the remaining employees within the bargaining unit.

**B7.06** Where the Company has extra runs, such trips shall be allocated to qualified drivers in the department in the following manner:

- (a) to the senior available driver on duty, within the department where the overtime is to be performed, except that no such driver will be considered available for highway trips which would entail a complete shift totalling over twelve (12) hours;
- (b) if the senior available employees on duty decline to work overtime, or are unable to perform the overtime, or if there are no employees on duty, the Company shall then allocate the overtime by seniority to the remaining employees within the bargaining unit.

**B7.07** When Paid Holidays occur within the scheduled work week, the weekly limitation after which overtime shall be paid will be reduced by the number of hours paid for Paid Holidays.

**B7.08** The known Sunday night p.m. dispatch will be ***finished no later than midnight, the proceeding Friday night, or Thursday night if Friday is a Paid Holiday.***

Drivers wishing to book-off Sunday night must request permission to do so no later than the preceding Saturday noon.

**B7.09** (a) When a driver is required to find his own sleeping accommodation, the Company will reimburse him for all reasonable expenses attached thereto, ***including meals while respecting limits in B7.09 (c).***

(b) The Company agrees to provide clean and sanitary sleeping accommodations.

(c) Drivers who are required to lay over and sleep away from home will be provided with the following meal allowance:

Breakfast.....	\$ 6.00
Lunch.....	10.00
Dinner.....	15.00

(d) Drivers moving to a different department between annual job bids shall be placed at the bottom of the seniority lists for work preference and seniority will not apply until the next annual job bid. However, departmental seniority shall be used in the event of a reduction of the work force.

**B7.10** MULTI PLANT DISTRIBUTION

(a) The parties agree that the drivers may pick-up goods at different distribution centres of the Company and of the parent Company.

(b) The parties agree that the reverse may apply that drivers from other Company locations or of the parent Company locations may pick-up and deliver products.

**ARTICLE B8 - ANNUAL JOB BIDS**

**B8.01** It is agreed between the Company and the Union that, once each year, all employees must bid and may transfer to other departments within the terminal, providing they have the necessary qualifications and seniority.

**B8.02** The Annual Job Bid shall be held annually in the month of March. The bid will show the number of departmental openings. Each employee will be brought into the office in order of seniority to sign the bid, at which time he must sign the bid and indicate his preference. The transfer of employee(s) will be affected commencing on the first Sunday of the month of April. The results of the annual job bid will be posted for at least seven ( 7 ) days prior to the annual change and the local Union's area office concerned will be given copies when completed. The appropriate Shop Steward will have the authority to sign on behalf of any employee who is absent at the time of the annual job bid due to sickness, injury, leave of absence or vacation.

- B8.03 Employees will only be transferred if the required qualifications are approved by the Company.
- B8.04 Personnel transferring under the above conditions shall assume positions according to and maintaining their terminal seniority.
- B8.05** *Employees who have been off work for more than 30 calendar days and do not have a definite return to work date, will not be given an opportunity to book. However, when they are cleared to return to work, they will be allowed to displace any employee with less seniority. Such displaced employee will also have the right to displace any employee with less seniority and so on.*
- B8.06** *If a driver knows that he will be unavailable for a period of time, he must contact the dispatcher and make him aware of such period of unavailability.*
- B8.07** *If a dispatcher is trying to reach a P.M. driver, he will keep trying until 2 hours and 15 minutes before the dispatch time except for Sunday night dispatches which will be completed prior to midnight the proceeding Friday night, or Thursday night if Friday is a Paid Holiday. Failure to reach such driver by that time will result in the dispatcher offering him/her the remaining dispatches at the time that driver does call in.*

#### **ARTICLE B9 - JOB OPENINGS**

- B9.01 When job openings occur in any department coming within the scope of this bargaining unit, **such openings will be posted on the bulletin board for seventy-two (72) hours, Saturday, Sunday and Paid Holidays excluded**, and the employees in the department affected shall have the first opportunity of bidding on such job openings and retaining their department seniority.
- B9.02 An employee shall maintain his seniority for all purposes when he transfers from one (1) department to another, as a result of being the successful applicant for a permanent job posting.
- B9.03 Where an employee's job is eliminated and ~~is~~ subsequently reinstated within thirty (30) days from the date of elimination, such employee shall have the first right of refusal for his former job before the job is posted in accordance with the provisions of this Schedule.

#### **ARTICLE B10 - GENERAL**

- B10.01 The maximum speed limit for drivers is 95 km per hour or the posted speed limit whichever is the lesser. *However, on the Series 400 Highways, the maximum speed limit for drivers is 100 km per hour or the posted speed limit whichever is the lesser.*

#### **ARTICLE B11 - WAGES**

- B11.01 *Refer to Appendix "A" for the wage scales for the following classifications:*
- *Driver*
- B11.02 Employees working between 6:00 p.m. and 6:00 a.m. are entitled to a shift premium of fifty (50)

cents per hour worked. For clarity, an employee who starts his shift prior to 6:00 p.m. will be paid the shift premium for all hours worked after 6:00 p.m. up to and including 6:00 a.m. and an employee who starts his shift after 6:00 p.m. but before 6:00 a.m. will be paid the shift premium for his entire shift even if such shift extends past 6:00 a.m..

**B I1.03** Employees driving the "Shunter" shall be paid an additional premium of thirty (30) cents per hour for all hours worked on the "Shunter".

## Schedule "C"

### WORKING CONDITIONS - OTTAWA PRODUCE WAREHOUSE

The parties agree that the terms of this Schedule apply exclusively to those employees within the Loeb Canada Inc. - Ottawa Produce Warehouse bargaining unit and is not to be construed as applicable unless specifically referred to, in any manner whatsoever, to any other Schedule attached hereto. In the event of a conflict between the terms of this Collective Agreement and the terms of this Schedule, the terms of this Schedule shall prevail.

#### ARTICLE C1 - SENIORITY

**C1.01** Part-time and ***casual*** employees will not normally be assigned to the day shift provided the Company was aware at least **twenty-four (24)** hours before the absence or work fluctuation occurred. Wherever possible, the Company undertakes to offer work on the day shift caused by absent full-time employees, to off-shift employees, in accordance with bargaining unit seniority, before such work is offered to part-time and student employees provided that the Company is provided with a minimum of one day's notice of such absence.

#### ARTICLE C2 - JOB OPENINGS

**C2.01** When a vacancy occurs within the scope of this bargaining unit, such vacancy will be posted on the bulletin board for a period of five **(5)** working days and eligible employees will have the right to bid for the position. The Company will notify the successful candidate within five **(5)** working days and the position will be filled within ten **(10)** working days after the expiration of the posting. In case of employees absent because of sickness or accident, the Shop Steward, after verification with the absent employee, may sign the posting on his behalf. Should the absent employee be the successful applicant and he is unable to return to work before the expiry of the trial period, he will forfeit the position and it will be given to the next candidate who applied for the vacancy.

**C2.02** Selections to such positions shall **be** made on the basis of bargaining unit seniority, provided the employee has the ability and qualifications to do the job.

**C2.03** A trial period of ***ten (10)*** working days will be implemented immediately after the position is filled and at any time during this period following his transfer to any job obtained from the job posting, an employee, due to his inability to perform the work required, may elect to return directly or may be returned directly by the Company to the job he held immediately prior to such transfer.

**C2.04** Where an employee's job is eliminated and is subsequently reinstated, the following will apply:

- (a) if re-instated within 30 days - the employee must return;
- (b) if re-instated between the **31st** and 90th day - the employee has first choice to return, if he chooses not to, the job will be posted;
- (c) if re-instated after 90 days, it will be posted.

**C2.05** Any vacancy, other than night shift picker, caused by illness and/or injury will be **filled** in the following manner:

- (a) Filled on the basis of seniority for the duration of such vacancy, for the first twelve (12) months, provided the employee has the ability and qualifications to do the job.
- (b) After such twelve (12) month period, the position will be posted as per the provisions of Article C2.01.

If the employee returns to work during the next twelve (12) month period, he will have the right to return to his former position, regardless of who was the successful applicant, or to any other position that was posted during the twelve (12) month period, provided he had the seniority to be the successful candidate. Any employee displaced because of the above will have the same rights.

- (c) If the employee returns to work after a twenty-four (24) month period, he will have the right to displace any junior employee in any other classification. Any employee displaced because of the above will have the same rights.

#### ARTICLE C3 - HOURS OF WORK & OVERTIME

- C3.01 The following designated work hours are not to be construed to mean a guarantee of hours to be worked. The normal work week shall consist of five (5) days of eight (8) hours per day.

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

- C3.02 An overtime premium of time and one-half the regular hourly rate of pay shall be paid for all hours worked in excess of the standard hours of work indicated in Article C3.01. In any event, double time shall be paid for all ***overtime hours in excess of four (4) hours per day. Therefore, the first four (4) hours of daily overtime are to be paid at time and one half (1 ½) the regular hourly rate of pay.***

- C3.03 (a) Employees working five (5), eight (8) hour days will receive:

Time and one half (1½) their regular rate of pay for the first eight (8) hours worked on the sixth (6th) day, two (2) times their regular rate of pay thereafter; ~~two~~ (2) times their regular rate of pay on the seventh (7th) day.

- (b) An employee reporting for overtime work on the fifth, sixth or seventh day will be guaranteed four (4) hours at the applicable overtime rate;

- C3.04 It is agreed that the Company has the right to change an employee's shift provided the employee is notified no later than Thursday of the previous week for a change to take place at the beginning of the following week.

- C3.05 If the Company should see fit to institute shift changes, alter or change starting or quitting times, it is agreed that the Company and the Union will mutually agree to such shift changes before they are instituted. Agreement by the Union shall not unreasonably be withheld.

- C3.06 (a) CALL-OUT: An employee who has left the Company's premises after the end of his regular shift and is called out to work shall be paid one and one-half (1 1/2) times his regular hourly wage rate for each hour worked from the time he reported for work on Call-Out to the starting time of his next shift but, in any event, he shall be paid not less than four and one-half (4 1/2) hours at his normal straight time rate subject to Article C3.02 hereof.
- (b) REPORTING PAY: An employee who reports for work on his regular scheduled shift who has not been notified not to report for work will be guaranteed eight (8) hours' pay or ten (10) hours' pay, as the case may be.
- (c) OVERTIME NOTICE: When an employee is requested to work overtime, the Company agrees to give the employee as much notice as possible prior to shift end.
- C3.07 (a) Employees who are requested to work overtime will be advised of the length of overtime their services will be required. Employees will be paid a minimum number of hours overtime equal to the amount the employees were asked to work. However, the length of overtime requested should not be construed as being the maximum required to complete the task.
- (b) When the Company requests an employee to work overtime, such overtime shall be offered by seniority to employees on the shift to which the overtime work applies, providing the employee has the competence. Once the overtime has been offered by seniority and there are not enough volunteers, the Company will be allowed to oblige employees in reverse order of seniority, starting with the part-time employees then on the shift. Employees who are absent from work for any reason will be considered not available for overtime.
- C3.08 Employees may be required to work up to two (2) hours per day in excess of the standard hours of work as indicated in Article C3.01 hereof. Any hours worked beyond four (4) hours per week will be on a voluntary basis. This limit does not apply for Saturday work on maintenance, inventory-taking or if the employee has reported for work on Saturday and/or Sunday.
- C3.09 It is the intent of the Company to schedule sufficient work for inventory taking to provide employees with an equivalent of eight (8) hours pay at straight time rate. A notice will be posted on the bulletin board two weeks prior to inventory being taken.
- C3.10 When overtime work in excess of one (1) hour's duration is performed immediately following an employee's regular shift, the employee will be granted a fifteen (15) minute paid rest period at the midway point of the overtime worked. However, if the midway point exceeds two (2) hours, the paid rest period shall be granted two (2) hours after the overtime has commenced and every two (2) hours thereafter.
- C3.11 Employees shall be entitled to an unpaid thirty (30) minute lunch period.

**C3.12 Banked Overtime**

***Regular employees who have worked overtime are free to choose to be paid according to***



*the terms of the Collective Agreement or to take compensatory time off for the hours of overtime they worked (ex. one (1) hour of overtime at time and one half (1 ½) equals one (1) hour and thirty (30) minutes of compensatory time off) in accordance with the following conditions:*

- 7) Forty (40) hours is the maximum compensatory time off that may be accumulated over a year.*
- 2) Compensatory time off may be taken only once a year in a single block of eight (8), sixteen (16), twenty-four (24), thirty-two (32) or forty (40) hours, as the case may be.*
- 3) The request for compensatory time off must be submitted at least two (2) weeks beforehand, and the employee and his/her immediate supervisor must agree on when compensatory leave shall be taken. Compensatory leave is not allowed however during the following periods;*
  - from December 1<sup>st</sup> to January 3<sup>rd</sup>*
  - from May 15<sup>th</sup> to September 15<sup>th</sup>*
  - during the March school break*
- 4) Accumulated compensatory time off not taken by September 30<sup>th</sup> shall be paid to the employee no later than December 1<sup>st</sup>.*

#### ARTICLE C4 - VACATIONS

- C4.01 (a) The choice of vacation periods shall be by seniority, within the scope of this bargaining unit and the Company guarantees that all employees wishing to take their vacation during the months of June, July and August, inclusive, shall be allowed to do so providing the Company can maintain a sufficient working force to handle the work available. The Company reserves the right to include May in the above period if an increase in the work force necessitates such a change. It shall not be mandatory, however, for employees to take their vacations during this period. Employees choosing their vacation periods in other than the summer vacation period shall be allowed to do so in accordance with their seniority as outlined above. The Company will have each employee come into the Manager's office in order of seniority to sign for the time he would like for his vacation. Night shift employees transferring to days for the summer period shall book their vacation with the day shift employees. The final vacation schedule shall be posted by the Company not later than January 1<sup>st</sup> of each year. Summer vacation shall be June, July and August, inclusive.
- (b) Employees eligible for vacation will be given a minimum of two (2) weeks' vacation during the period from June to August in each year.
- (c) Employees will be restricted to book a maximum of two (2) weeks the first time. Once all the employees have booked the first two (2) weeks, the process will be repeated, except that the employees will then book the balance of their vacation at one time.
- C4.02 An employee who is transferred from day shift to night shift will be eligible to re-book his vacation on the basis of his night shift relative seniority.

This provision will only apply to a maximum of three (3) employees.

ARTICLE C5 - HEALTH & WELFARE

C5.01 The Union and the Company agree to establish positions to be considered as light duties for employees no longer capable of performing their regular duties. Such positions may be filled without regular job posting process.

ARTICLE C6 - WAGES

C6.01 ***Refer to Appendix "A" for the wage scales for the following classifications:***

- Receivers & Checkers***
- Fork Lifts***
- Warehouseperson***
- Janitors***

C6.02 An afternoon shift premium of seventy (70) cents per hour will be paid for shifts commencing on or after 2:00 p.m. but before 10:00 p.m. and a night shift premium of eighty (80) cents per hour will be paid for shifts commencing on or after 10:00 p.m. but before 5:00 a.m.

C6.03 The Company undertakes to monitor the appropriate clothing that is needed for those employees working in the Produce area. Such clothing shall be provided to employees as needed and at no cost to the employees.

## Schedule "D"

### WORKING CONDITIONS – MAINTENANCE MECHANICS

The parties agree that the terms of this Schedule apply exclusively to those employees within the Ottawa maintenance mechanics bargaining unit and is not to be construed as applicable unless specifically referred to, in any manner whatsoever, to any other Schedule attached hereto. In the event of a conflict between the terms of this Collective Agreement and the terms of this Schedule, the terms of this Schedule shall prevail.

#### ARTICLE D1 - UNIFORMS

**D1.01** In addition to the provisions of Article 20 hereof, the Company shall supply and maintain at its cost, ~~two (2)~~ pairs of coveralls per week for each employee. Rainwear will be furnished to all Maintenance employees required to work outside during wet weather.

#### ARTICLE D2 - VACATIONS

**D2.01** The choice of vacation periods shall be by seniority in each department and the Company guarantees that all employees wishing to take their vacation during the months of June, July, August, and September shall be allowed to do so providing the Company can maintain a sufficient working force to handle the work available. It shall not be mandatory, however, for employees to take vacations during this period. Employees choosing their vacation periods in other than the summer vacation period shall be allowed to do so in accordance with their departmental seniority. The Company will have each employee come into the Manager's Office **in order of seniority to sign for the time he/she would like to his/her vacation. The final vacation** schedule shall be posted by the Company not later than April 1st of each year. Summer vacation periods shall be June, July, August, and September, inclusive.

**D2.02** Employees qualified for more than three (3) weeks vacation will be restricted to three (3) weeks during the recognized summer vacation period.

#### ARTICLE D3 - ALLOCATION & HOURS OF WORK

**D3.01** The Company shall have the authority to allocate the work to personnel having due regard to seniority and qualifications and, where qualifications are relatively equal, seniority shall be the determining factor.

**D3.02** Senior personnel shall have the preference to work on the first five (5) consecutive days of the week to the extent that it is consistent with the following conditions:

- (a) the work week may commence on Sunday;
- (b) all work in excess of the standard weekly or daily hours performed on the sixth (6th) day shall be paid for at one and one half time the regular hourly rate of pay and on the seventh (7th) day shall be paid for at double time the regular hourly rate of pay.  
This provision will not apply to any existing work requiring employees to work between the hours of 8:00 a.m. on the sixth (6th) day and 8:00 p.m. on the seventh (7th) day.

**D3.03** Any hours worked at the hourly rate in excess of eight (8) hours per day or forty (40) hours per

week shall be paid for at the rate of time and one-half the employee's regular hourly rate and double time for hours exceeding ten (10) hours per shift.

- D3.04 The normal work day shall be eight (8) hours and the normal week shall be forty (40) hours.
- D3.05 Where the Company has overtime work to be performed, such work shall be allocated to qualified personnel in the following manner:
- (a) to the available employees on duty who are willing to perform such work in order of seniority;
  - (b) if the senior available employees on duty decline to work overtime, the Company shall then allocate the available overtime to the remaining employees on duty in inverse order of seniority.
  - (c) When no one is available under ~~(10)~~ (2), or in the event additional personnel are required, off-duty employees will be called in order of seniority, providing they are willing to perform the work. In the event senior men decline overtime available, the Company shall allocate overtime to off-duty employees in inverse order of seniority.
- D3.06 (a) Employees covered by this Schedule called in for work shall be guaranteed not less than eight (8) hours' pay at their regular hourly rate of pay.
- (b) All call-backs which will require employees to work over eight (8) hours in twenty-four (24) hours shall be paid for at the rate of time and one-half the employee's regular rate of pay. There shall be a minimum call-back guarantee of four (4) hours' pay and the employee shall not be required to perform any work in addition to the emergency work for which he/she was recalled.
- (c) On the sixth (6th) day of operations, the Company shall assign the work available to employees in accordance with their departmental seniority, giving preference according to seniority and qualifications.
- D3.07 (a) When an employee is specifically requested to work overtime, he/she will be given a coffee break not to exceed fifteen (15) minutes without ~~loss~~ of pay before such overtime commences and every two (2) hours thereafter.

**D3.08 *Employees shall be entitled to an unpaid thirty (30) minute lunch period.***

#### ARTICLE D4 - JOB OPENINGS

- D4.01 Where a job opening occurs within the scope of this bargaining unit, the job will go up for bid and, providing the experience, skill and efficiency of the employees bidding are relatively equal, seniority will be the determining factor.
- D4.02 Where an employee's job is eliminated and is subsequently reinstated within thirty (30) days from the date of elimination, such employee shall have the first right of refusal for his former job before the job is posted in accordance with the provisions of this Schedule.

ARTICLE D5 - WAGES

D5.01 *Refer to Appendix "A" for the wage scales for the following classifications:*

*- Equipment Mechanic*

D5.02 *An afternoon shift premium of seventy (\$0.70) cents per hour will be paid for shifts commencing on or after 3:00 p.m. but before 10:00 p.m. and a night shift premium of eighty (\$0.80) cents per hour will be paid for shifts commencing on or after 10:00 p.m. but before 5:00 a.m.*

D5.03 The Company agrees to pay to all employees within this bargaining unit, who are required to provide their own tools, a tool allowance of *ten dollars* **(\$10.00)** per week payable twice yearly, June 30th and December 30th. Any employee severing his/her employment shall receive his/her tool allowance on a pro-rated basis.

Schedule "E"  
PART-TIME & CASUAL EMPLOYEES-WAREHOUSE

- E I.01 The Union and the Company agree that part-time and casual employees are not entitled to any of the rights or benefits of this Agreement, or any Schedule to this Agreement, unless specifically provided for herein
- E I.02 For purposes of clarity, there shall be two **(2)** types of employees recognized as follows:
- Casuals: May be employed to cover work fluctuations, as well as absence and vacation replacement. They are not required to be available five (5) days per week, twelve (12) months a year and do not acquire part-time seniority. Casuals will serve a probationary period of forty-five **(45)** days worked.
- Casuals will work only after the regular part-time employees have been given first opportunity.
- Part-Time: Are part-time employees who are available to work twelve (12) months of the year. ***There will be a minimum of one (1) part-time employee at any time in the grocery warehouse department and a minimum of one (1) in the produce warehouse department. Any increases to those numbers will be at the sole discretion of the Company.*** If a vacancy occurs, it will be offered to the senior casual employee based on his date of hire.
- E I.03 (a) **Subject to E I.02** above, a part-time employee who has actually worked, in any twelve **(12)** month period, excluding the summer period, a total of three hundred (300) hours, (probationary period), he shall be deemed to have acquired seniority for the purposes of this Schedule and his name shall be placed on the seniority list mentioned below.
- (b) Probationary employees may be terminated without recourse to the grievance and arbitration procedures.
- E I.04 Hours of work will be offered to part-time employees according to seniority in their respective bargaining unit, provided the senior employee has the qualifications necessary to perform the normal requirements of the job.
- E1.05 Seniority means the relative ranking of the employees as determined by their respective length of accumulated service in their bargaining unit with the Company and shall be computed from the first date of hire.
- E1.06 If any posted vacancy or new job is not filled by a full-time employee, and such vacancy or new job is intended to increase the complement of the full-time in their respective bargaining unit, then the vacancy will be offered to the part-time employee with the greatest seniority, who has the qualifications to fill the normal requirements of the job.
- E I.07 A part-time employee who has acquired seniority under the provisions of this schedule, shall lose all seniority and his employment shall be automatically terminated if:
- (i ) he quits;

- (ii ) he is discharged and not reinstated through the Grievance Procedure;
- (iii) he is laid off for a period of time equal to his length of seniority to a maximum of six (6) months;
- (iv ) he fails to return to work after the completion of a leave of absence on the date mentioned on the signed leave of absence form;
- (v ) fails to return to work in accordance with the provisions of Article 8.06 (c) of the Master Collective Agreement;
- (vi ) he refuses an offer of work on three (3) occasions within any four **(4)** consecutive week period without providing a reasonable excuse acceptable to the Company.

**E I.08** When a part-time employee is called in to work and he reports for such work at the commencement of his shift, he shall be guaranteed a minimum of four **(4)** hours if working on an eight (8) hour shift and five (5) hours if working on a ten (10) hour shift, and he will be further guaranteed that he will not be sent home before a junior part-time employee working on the same shift, except where a junior driver already dispatched is away from the terminal

**E I.09** A part-time employee covered by this Schedule shall be paid an overtime rate of time and one-half his regular rate of pay for all work performed by such employee in excess of eight (8) hours per day or forty (40) hours per week and double his regular rate of pay for all hours worked in excess of **twelve(12)** hours per day. **Therefore, the first four (4) hours of daily overtime are to be paid at time and one half the regular hourly rate of pay.**

**E I.10** Part-time and casual employees shall be entitled to vacation pay as provided for in the Employment Standards Act of Ontario.

**E I.11** Part-time and casual employees shall be entitled to the same Statutory Holidays as the full-time employees but will be paid when the conditions provided for in the Employment Standards Act of Ontario are met.

**E I.12** Whenever a part-time employee is converted to full-time he will be credited in the full-time bargaining unit for seniority purposes with fifty percent (50%) of his seniority up to a maximum of one (1) year, and upon such conversion, he shall not be required to serve a probationary period as though he were a new hire. Such seniority will then apply in the full-time unit in accordance with the terms of the Collective Agreement, except vacations, provided that such seniority shall not apply to the waiting periods for benefits as set out in Article 23 to this Agreement, and any such employee shall be deemed to be a new hire for the purposes of Article 23.

**E I.13** A separate seniority list for part-time employees will be established, by bargaining unit, and will be revised by the Company at least every six (6) months. Such lists will show the employee's name and his date of last hire.

**E I.14** Where there appears to be a conflict between other language in the Collective Agreement and this Schedule, the terms of this Schedule shall prevail.

- E1.15** Regular part-time employees will be offered, in priority to casuals, full-time employment during the summer period referred to in E1.02.
- E1.16** *Part-time employees working in the Grocery Warehouse or the Produce Warehouse an average of thirty-six (36) hours per week in any four (4) month period excluding the replacement work (STD, authorized absences, ....) and the summer period referred to in E1.02 above, will result in the senior part-time employee being hired on a full-time basis provided he can be scheduled as a full-time. It is expressly agreed that the Company will not hire part-time employees and/or use this provision to prevent the hiring of full-time employees.*
- A part-time employee working as a Driver an average of more than three (3) shifts per week in any four (4) month period excluding the replacement work (STD, authorized absences, ....) and the summer period referred to in E1.02 above, will result in the senior part-time employee being hired on a full-time basis provided he can be scheduled as a full-time. It is expressly agreed that the Company will not hire part-time employees and/or use this provision to prevent the hiring of full-time employees.*
- E1.17** The Company will provide to the Union, on a monthly basis, the names of all part-time and/or casual employees who have worked any hours for the Company, in any Bargaining Unit.
- E1.18** Part-time and casual employees shall be entitled to the provisions of the following Articles of the Master Collective Agreement:
- **4.01**
  - Article 6 in its' entirety
  - **8.04**
  - **8.08**
  - **20.01 a) & b)**
  - **20.04**
  - **20.05**
  - Article 21 in its' entirety
  - Schedule "A"
  - **3.11 - 3.12 - 5.02 - 5.03**
  - Schedule "B"
  - **3.01 - 6.04 - 6.05 - 7.09(except (d)) - 7.10**
  - Schedule "C"
  - **3.10 - 3.11 - 6.02**
- E1.19** Unless otherwise agreed between the Company and the Union, part-time and casual employees shall only be utilized on established shifts.
- E1.20** *An employee who is hired at a higher rate than the start rate is deemed to have to his credit the necessary hours to justify such a rate of pay.*
- E1.21** *Refer to Appendix "B" for the wage scale.*



## APPENDIX "A" – FULL TIME WAGE SCALES

## RECEIVERS &amp; CHECKERS

	<u>Jul 21/02</u>	<u>Mar30/03</u>	<u>Aar 4/04</u>	<u>Aar 3/05</u>	<u>Oct 2/05</u>	<u>Oct 7/06</u>	<u>Sep 30/07</u>	<u>Sep 28/08</u>	<u>Seri 27/09</u>
Start	11.06	11.49	11.95	12.41	12.88	13.33	13.80	14.13	14.41
520 hrs worked	11.49	11.95	12.41	12.88	13.33	13.80	14.13	14.41	14.57
520 hrs worked	11.95	12.41	12.88	13.33	13.80	14.13	14.41	14.57	14.86
520 hrs worked	12.41	12.88	13.33	13.80	14.13	14.41	14.57	14.86	15.58
520 hrs worked	12.88	13.33	13.80	14.13	14.41	14.57	14.86	15.58	15.80
520 hrs worked	13.33	13.80	14.13	14.41	14.57	14.86	15.58	15.80	16.07
520 hrs worked	13.80	14.13	14.41	14.57	14.86	15.58	15.80	16.07	16.30
520 hrs worked	14.13	14.41	14.57	14.86	15.58	15.80	16.07	16.30	17.03
520 hrs worked	14.41	14.57	14.86	15.58	15.80	16.07	16.30	17.03	17.36
520 hrs worked	14.57	14.86	15.58	15.80	16.07	16.30	17.03	17.36	17.77
520 hrs worked	14.86	15.58	15.80	16.07	16.30	17.03	17.36	17.77	18.11
520 hrs worked	15.58	15.80	16.07	16.30	17.03	17.36	17.77	18.11	18.50
520 hrs worked	15.80	16.07	16.30	17.03	17.36	17.77	18.11	18.50	18.90
520 hrs worked	16.07	16.30	17.03	17.36	17.77	18.11	18.50	18.90	19.30
520 hrs worked	16.30	17.03	17.36	17.77	18.11	18.50	18.90	19.30	19.70
520 hrs worked	17.03	17.36	17.77	18.11	18.50	18.90	19.30	19.70	20.10
520 hrs worked	17.36	17.77	18.11	18.50	18.90	19.30	19.70	20.10	20.60
520 hrs worked	17.77	18.11	18.50	18.90	19.30	19.70	20.10	20.60	21.10
520 hrs worked	18.11	18.50	18.90	19.30	19.70	20.10	20.60	21.10	21.40
520 hrs worked	18.50	18.90	19.30	19.70	20.10	20.60	21.10	21.40	21.70
520 hrs worked	18.90	19.30	19.70	20.10	20.60	21.10	21.40	21.70	22.00
520 hrs worked	19.30	19.70	20.10	20.60	21.10	21.40	21.70	22.00	22.30
520 hrs worked	19.70	20.10	20.60	21.10	21.40	21.70	22.00	22.30	22.80
520 hrs worked	20.10	20.60	21.10	21.40	21.70	22.00	22.30	22.80	23.30
520 hrs worked	20.60	21.10	21.40	21.70	22.00	22.30	22.80	23.30	23.55

- all FT receiver/checkers to go to \$21.91 effective July 27/02 and receive a lump-sum of \$5,000, payable only once two (2) weeks after signing of c.a., then to \$22.00 on Oct 2/05
- an employee at the end rate shall receive an annual increase as shown on the scale
- an employee in progression maintains his current rate of pay and shall continue his normal progression
- for the new FT hired after June 12, 1998, they will be integrated at their current rate of pay and shall progress normally after 520 hrs from the moment they are integrated on the new scale (progression time starts once integrated on new scale)

### FORK LIFTS AND LOADER

	<u>Jul 21/02</u>	<u>Mar 30/03</u>	<u>Apr 4/04</u>	<u>Apr 3/05</u>	<u>Oct 2/05</u>	<u>Oct 7/06</u>	<u>Sep 30/07</u>	<u>Sep 28/08</u>	<u>Sep 27/09</u>
Start	11.01	11.44	11.90	12.36	12.83	13.28	13.75	14.08	14.36
520 hrs worked	11.44	11.90	12.36	12.83	13.28	13.75	14.08	14.36	14.52
520 hrs worked	11.90	12.36	12.83	13.28	13.75	14.08	14.36	14.52	14.81
520 hrs worked	12.36	12.83	13.28	13.75	14.08	14.36	14.52	14.81	15.53
520 hrs worked	12.83	13.28	13.75	14.08	14.36	14.52	14.81	15.53	15.75
520 hrs worked	13.28	13.75	14.08	14.36	14.52	14.81	15.53	15.75	16.02
520 hrs worked	13.75	14.08	14.36	14.52	14.81	15.53	15.75	16.02	16.25
520 hrs worked	14.08	14.36	14.52	14.81	15.53	15.75	16.02	16.25	16.98
520 hrs worked	14.36	14.52	14.81	15.53	15.75	16.02	16.25	16.98	17.31
520 hrs worked	14.52	14.81	15.53	15.75	16.02	16.25	16.98	17.31	17.72
520 hrs worked	14.81	15.53	15.75	16.02	16.25	16.98	17.31	17.72	18.06
520 hrs worked	15.53	15.75	16.02	16.25	16.98	17.31	17.72	18.06	18.45
520 hrs worked	15.75	16.02	16.25	16.98	17.31	17.72	18.06	18.45	18.85
520 hrs worked	16.02	16.25	16.98	17.31	17.72	18.06	18.45	18.85	19.25
520 hrs worked	16.25	16.98	17.31	17.72	18.06	18.45	18.85	19.25	19.65
520 hrs worked	16.98	17.31	17.72	18.06	18.45	18.85	19.25	19.65	20.05
520 hrs worked	17.31	17.72	18.06	18.45	18.85	19.25	19.65	20.05	20.55
520 hrs worked	17.72	18.06	18.45	18.85	19.25	19.65	20.05	20.55	21.05
520 hrs worked	18.06	18.45	18.85	19.25	19.65	20.05	20.55	21.05	21.35
520 hrs worked	18.45	18.85	19.25	19.65	20.05	20.55	21.05	21.35	21.65
520 hrs worked	18.85	19.25	19.65	20.05	20.55	21.05	21.35	21.65	21.95
520 hrs worked	19.25	19.65	20.05	20.55	21.05	21.35	21.65	21.95	22.25
520 hrs worked	19.65	20.05	20.55	21.05	21.35	21.65	21.95	22.25	22.75
520 hrs worked	20.05	20.55	21.05	21.35	21.65	21.95	22.25	22.75	23.25
520 hrs worked	20.55	21.05	21.35	21.65	21.95	22.25	22.75	23.25	23.50

- all FT Forklifts & Loader to go to **\$21.80** effective July 21/02 and receive a lump-sum of **\$5,000**, payable only once two (2) weeks after signing of c.a., then to **\$21.95** on Oct 2/05
- an employee at the end rate shall receive an annual increase as shown on the scale
- an employee in progression maintains his current rate of pay and shall continue his normal progression
- for the new FT hired after June 12, 1998, they will be integrated at their current rate of pay and shall progress normally after 520 hrs from the moment they are integrated on the new scale (progression time starts once integrated on new scale)

**WAREHOUSE PERSON & JANITOR**

	<i>Jul 27/02</i>	<i>Mar 30/03</i>	<i>Aar 4/04</i>	<i>Aar 3/05</i>	<i>Oct 2/05</i>	<i>Oct 7/06</i>	<i>Sea 30/07</i>	<i>Sep 28/08</i>	<i>Sea 27/09</i>
<i>Start</i>	10.96	11.39	11.85	12.31	12.78	13.23	13.70	14.03	14.31
<i>520 hrs worked</i>	11.39	11.85	12.31	12.78	13.23	13.70	14.03	14.31	14.47
<i>520 hrs worked</i>	11.85	12.31	12.78	13.23	13.70	14.03	14.31	14.47	14.76
<i>520 hrs worked</i>	12.31	12.78	13.23	13.70	14.03	14.31	14.47	14.76	15.48
<i>520 hrs worked</i>	12.78	13.23	13.70	14.03	14.31	14.47	14.76	15.48	15.70
<i>520 hrs worked</i>	13.23	13.70	14.03	14.41	14.47	14.76	15.48	15.70	15.97
<i>520 hrs worked</i>	13.70	14.03	14.31	14.47	14.76	15.48	15.70	15.97	16.20
<i>520 hrs worked</i>	14.03	14.31	14.47	14.76	15.48	15.70	15.97	16.20	16.93
<i>520 hrs worked</i>	14.31	14.47	14.76	15.48	15.70	15.97	16.20	16.93	17.26
<i>520 hrs worked</i>	14.47	14.76	15.48	15.70	15.97	16.20	16.93	17.26	17.67
<i>520 hrs worked</i>	14.76	15.48	15.70	15.97	16.20	16.93	17.26	17.67	18.01
<i>520 hrs worked</i>	15.48	15.70	15.97	16.20	16.93	17.26	17.67	18.01	18.40
<i>520 hrs worked</i>	15.70	15.97	16.20	16.93	17.26	17.67	18.01	18.40	18.80
<i>520 hrs worked</i>	15.97	16.20	16.93	17.26	17.67	18.01	18.40	18.80	19.20
<i>520 hrs worked</i>	16.20	16.93	17.26	17.67	18.01	18.40	18.80	19.20	19.60
<i>520 hrs worked</i>	16.93	17.26	17.67	18.01	18.40	18.80	19.20	19.60	20.00
<i>520 hrs worked</i>	17.26	17.67	18.01	18.40	18.80	19.20	19.60	20.00	20.50
<i>520 hrs worked</i>	17.67	18.01	18.40	18.80	19.20	19.60	20.00	20.50	21.00
<i>520 hrs worked</i>	18.01	18.40	18.80	19.20	19.60	20.00	20.50	21.00	21.30
<i>520 hrs worked</i>	18.40	18.80	19.20	19.60	20.00	20.50	21.00	21.30	21.60
<i>520 hrs worked</i>	18.80	19.20	19.60	20.00	20.50	21.00	21.30	21.60	21.90
<i>520 hrs worked</i>	19.20	19.60	20.00	20.50	21.00	21.30	21.60	21.90	22.20
<i>520 hrs worked</i>	19.60	20.00	20.50	21.00	21.30	21.60	21.90	22.20	22.70
<i>520 hrs worked</i>	20.00	20.50	21.00	21.30	21.60	21.90	22.20	22.70	23.20
<i>520 hrs worked</i>	20.50	21.00	21.30	21.60	21.90	22.20	22.70	23.20	23.45

- all FT Warehouse person & Janitor to go to \$21.73 effective July 21/02 and receive a lump-sum of \$5,000, payable only once ~~two~~ (2) weeks after signing of c.a., then to \$21.90 on Oct 2/05
- an employee at the end rate shall receive an annual increase as shown on the scale
- an employee in progression maintains his current rate of pay and shall continue his normal progression
- for the new FT hired after June 12, 1998, they will be Integrated at their current rate of pay and shall progress normally after 520 hrs from the moment they are Integrated on the new scale (progression time starts once integrated on new scale)

**EQUIPMENT MECHANIC**

	<u>Jul 21/02</u>	<u>Mar30/03</u>	<u>Apr 4/04</u>	<u>Aar 3/05</u>	<u>Oct 2/05</u>	<u>Oct 1/06</u>	<u>Sea30/07</u>	<u>Sea 28/08</u>	<u>Sep 27/09</u>
Start	11.26	11.69	12.15	12.61	13.08	13.53	14.00	14.33	14.61
520 hrs worked	11.69	12.15	12.61	13.08	13.53	14.00	14.33	14.61	14.77
520 hrs worked	12.15	12.61	13.08	13.53	14.00	14.33	14.61	14.77	15.06
520 hrs worked	12.61	13.08	13.53	14.00	14.33	14.61	14.77	15.06	15.78
520 hrs worked	13.08	13.53	14.00	14.33	14.61	14.77	15.06	15.78	16.00
520 hrs worked	13.53	14.00	14.33	14.71	14.77	15.06	15.78	16.00	16.27
520 hrs worked	14.00	14.33	14.61	14.87	15.06	15.78	16.00	16.27	16.50
520 hrs worked	14.33	14.61	14.77	15.06	15.78	16.00	16.27	16.50	17.23
520 hrs worked	14.61	14.77	15.06	15.78	16.00	16.27	16.50	17.23	17.56
520 hrs worked	14.77	15.06	15.78	16.00	16.27	16.50	17.23	17.56	17.97
520 hrs worked	15.06	15.78	16.00	16.27	16.50	17.23	17.56	17.97	18.31
520 hrs worked	15.78	16.00	16.27	16.50	17.23	17.56	17.97	18.31	18.70
520 hrs worked	16.00	16.27	16.50	17.23	17.56	17.97	18.31	18.70	19.10
520 hrs worked	16.27	16.50	17.23	17.56	17.97	18.31	18.70	19.10	19.50
520 hrs worked	16.50	17.23	17.56	17.97	18.31	18.70	19.10	19.50	19.90
520 hrs worked	17.23	17.56	17.97	18.31	18.70	19.10	19.50	19.90	20.30
520 hrs worked	17.56	17.97	18.31	18.70	19.10	19.50	19.90	20.30	20.80
520 hrs worked	17.97	18.31	18.70	19.10	19.50	19.90	20.30	20.80	21.30
520 hrs worked	18.31	18.70	19.10	19.50	19.90	20.30	20.80	21.30	21.60
520 hrs worked	18.70	19.10	19.50	19.90	20.30	20.80	21.30	21.60	21.90
520 hrs worked	19.10	19.50	19.90	20.30	20.80	21.30	21.60	21.90	22.20
520 hrs worked	19.50	19.90	20.30	20.80	21.30	21.60	21.90	22.20	22.50
520 hrs worked	19.90	20.30	20.80	21.30	21.60	21.90	22.20	22.50	23.00
520 hrs worked	20.30	20.80	21.30	21.60	21.90	22.20	22.50	23.00	23.50
520 hrs worked	20.80	21.30	21.60	21.90	22.20	22.50	23.00	23.50	23.75

- all FT Equipment Mechanic to go to \$22.72 effective July 21/02 and receive a lump-sum of \$5,000, payable only once two (2) weeks after signing of c.a., then to \$23.00 on Sep30/07
- all FT Equipment mechanic to receive an additional lump-sum of \$3,000, payable only once two (2) weeks after signing of c.a. to compensate for the difference of the loss of the CPP and sick leave entitlement
- an employee at the end rate shall receive an annual increase as shown on the scale
- an employee in progression maintains his current rate of pay and shall continue his normal progression

**DRIVER**

	<b>Jul 21/02</b>	<b>Mar30/03</b>	<b>Apr 4/04</b>	<b>Apr 3/05</b>	<b>Oct 2/05</b>	<b>Oct 7/06</b>	<b>Sep30/07</b>	<b>Sep 28/08</b>	<b>Sep 27/09</b>
<i>Start</i>	11.16	11.59	12.05	12.51	12.98	13.43	13.90	14.23	14.51
<i>520 hrs worked</i>	11.59	12.05	12.51	12.98	13.43	13.90	14.23	14.51	14.67
<i>520 hrs worked</i>	12.05	12.51	12.98	13.43	13.90	14.23	14.51	14.67	14.96
<i>520 hrs worked</i>	12.51	12.98	13.43	13.90	14.23	14.51	14.67	14.96	15.68
<i>520 hrs worked</i>	12.98	13.43	13.90	14.23	14.51	14.67	14.96	15.68	15.90
<i>520 hrs worked</i>	13.43	13.90	14.23	14.51	14.67	14.96	15.68	15.90	16.17
<i>520 hrs worked</i>	13.90	14.23	14.51	14.67	14.96	15.68	15.90	16.17	16.40
<i>520 hrs worked</i>	14.23	14.51	14.67	14.96	15.68	15.90	16.17	16.40	17.13
<i>520 hrs worked</i>	14.51	14.67	14.96	15.68	15.90	16.17	16.40	17.13	17.46
<i>520 hrs worked</i>	14.67	14.96	15.68	15.90	16.17	16.40	17.13	17.46	17.87
<i>520 hrs worked</i>	14.96	15.68	15.90	16.17	16.40	17.13	17.46	17.87	18.21
<i>520 hrs worked</i>	15.68	15.90	16.17	16.40	17.13	17.46	17.87	18.21	18.60
<i>520 hrs worked</i>	15.90	16.17	16.40	17.13	17.46	17.87	18.21	18.60	19.00
<i>520 hrs worked</i>	16.17	16.40	17.13	17.46	17.87	18.21	18.60	19.00	19.40
<i>520 hrs worked</i>	16.40	17.13	17.46	17.87	18.21	18.60	19.00	19.40	19.80
<i>520 hrs worked</i>	17.13	17.46	17.87	18.21	18.60	19.00	19.40	19.80	20.20
<i>520 hrs worked</i>	17.46	17.87	18.21	18.60	19.00	19.40	19.80	20.20	20.70
<i>520 hrs worked</i>	17.87	18.21	18.60	19.00	19.40	19.80	20.20	20.70	21.20
<i>520 hrs worked</i>	18.21	18.60	19.00	19.40	19.80	20.20	20.70	21.20	21.50
<i>520 hrs worked</i>	18.60	19.00	19.40	19.80	20.20	20.70	21.20	21.50	21.80
<i>520 hrs worked</i>	19.00	19.40	19.80	20.20	20.70	21.20	21.50	21.80	22.10
<i>520 hrs worked</i>	19.40	19.80	20.20	20.70	21.20	21.50	21.80	22.10	22.40
<i>520 hrs worked</i>	19.80	20.20	20.70	21.20	21.50	21.80	22.10	22.40	22.90
<i>520 hrs worked</i>	20.20	20.70	21.20	21.50	21.80	22.10	22.40	22.90	23.40
<i>520 hrs worked</i>	20.70	21.20	21.50	21.80	22.10	22.40	22.90	23.40	23.65

- all FT driver to go to **\$21.86** effective July 21/02 and receive a lump-sum of \$5,000, payable only once two (2) weeks after signing of c.a., then to **\$22.10** on Oct 2/05
- all FT driver to receive an additional lump-sum of **\$3,000**, payable only once two (2) weeks after signing of c.a. to compensate for the difference of the loss of the CPP vs sick leave entitlement
- an employee at the end rate shall receive an annual increase as shown on the scale
- an employee in progression maintains his current rate of pay and shall continue his normal progression
- for the new FT hired after June 12, 1998, they will be integrated at their current rate of pay and shall progress normally after 520 hrs from the moment they are integrated on the new scale (progression time starts once integrated on new scale)

*Also, the Company is offering a Voluntary Severance Package to all full-time employees. This Voluntary Severance Package is offered only once, at the beginning of this Collective Agreement, with the following details:*

- *\$1,500 per year of service.*
- *FT employee to advise Company within eight (8) weeks of the signing of the c.a.*
- *Company reserves the right to limit how many severances will be accepted.*
- *If more employees make request than Company allows to leave, than the severances will be given by order of seniority.*
- *Employee to leave employment at time of payment of severance.*

## APPENDIX "B" – PART TIME WAGE SCALE

	<u>Jul 21/02</u>	<u>Apr 4/04</u>	<u>Apr 2/06</u>	<u>Mar30/08</u>
Start	11.06	11.49	11.95	12.41
520 hrs worked	11.49	11.95	12.41	12.88
520 hrs worked	11.95	12.41	12.88	13.33
520 hrs worked	12.41	12.88	13.33	13.80
520 hrs worked	12.88	13.33	13.80	14.13
520 hrs worked	13.33	13.80	14.13	14.41
520 hrs worked	13.80	14.13	14.41	14.57
520 hrs worked	14.13	14.41	14.57	14.86
520 hrs worked	14.41	14.57	14.86	15.58
520 hrs worked	14.57	14.86	15.58	15.80
520 hrs worked	14.86	15.58	15.80	16.07
520 hrs worked	15.58	15.80	16.07	16.30
520 hrs worked	15.80	16.07	16.30	17.03
520 hrs worked	16.07	16.30	17.03	17.36
520 hrs worked	16.30	17.03	17.36	17.77
520 hrs worked	17.03	17.36	17.77	18.11
520 hrs worked	17.36	17.77	18.11	18.50
520 hrs worked	17.77	18.11	18.50	18.90
520 hrs worked	18.11	18.50	18.90	19.30
520 hrs worked	18.50	18.90	19.30	19.70
520 hrs worked	18.90	19.30	19.70	20.10

- an employee at the end rate shall receive an increase at the specified dates as shown on the scale
- an employee in progression maintains *his* current rate of pay and shall continue *his* normal progression
- for current part-time employees, at the signing of the c.a., they will be integrated at the next wage rate that gives them an increase and shall continue to progress normally

**LETTER OF AGREEMENT # 1**

**Between**

**LOEB CANADA INC.**

**And**

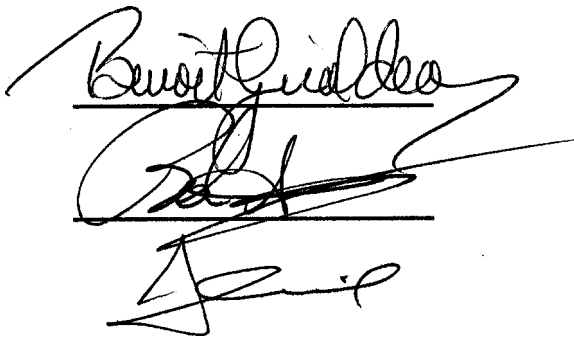
**TEAMSTERS LOCAL UNION 91**

**7<sup>th</sup> Week of Vacation entitlement**

**60th parties have agreed to delete this entitlement. Any existing full-time employee who currently as this 7<sup>th</sup> week of vacation entitlement as of July 1, 2002, shall be considered grandfathered and will maintain this benefit.**

Signed at Ottawa, Ontario on **July 16<sup>th</sup>, 2002.**

**FOR THE COMPANY**

  
Three handwritten signatures in black ink, each written over a horizontal line.

**FOR THE UNION**

  
One handwritten signature in black ink, written over a horizontal line. Below it is another empty horizontal line.



LETTER OF AGREEMENT # 2

BETWEEN

**LOEB CANADA INC.**

(hereinafter referred to as the "COMPANY")

AND

**TEAMSTERS LOCAL UNION 91**

(hereinafter referred to as the "UNION")

**50 YEARS OF AGE OR 25 YEARS OF SERVICE**

Under certain conditions, an employee can ask for a modified work week provided he meets the following requirements:

- he must be 50 years of age or more, or have 25 years of service or more;
- that his schedule doesn't interfere with proper operations of the Employer;
- that his schedule is not a schedule already covered under the Collective Agreement.




It is understood that for each request the two (2) parties will meet to discuss its feasibility and that approval will be by mutual agreement. Failure to reach mutual agreement between the parties will mean denial of the request.

Each request must be made in writing.

The employee who wishes to cancel his modified work week must advise the Employer, in writing, one (1) month in advance.

SIGNED at Ottawa, Ontario, on **July 16<sup>th</sup>, 2002.**

FOR THE COMPANY

FOR THE UNION

