

COLLECTIVE AGREEMENT

102 SEP 15 2011

Between:

GRAND & TOY LIMITED

- and -

**UNITED STEEL, PAPER, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL
AND SERVICE WORKERS INTERNATIONAL UNION,
"UNITED STEELWORKERS"**

(Vaughan Distribution Centre)

Effective: April 1, 2011
Expires: March 31, 2014

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THIS AGREEMENT made this 1st day of *April, 2011*.

Between :

GRAND & TOY LIMITED
(hereinafter referred to as "the Company")

- and -

UNITED STEELWORKERS
(hereinafter referred to as "the Union")

ARTICLE 1 – PURPOSE OF AGREEMENT

- 101 The general purpose of this Agreement is to secure the full benefits of orderly collective bargaining, an amicable method of settling any difference which may arise between the parties and to set forth the conditions of employment to be observed by the Company and the Union.

ARTICLE 2 – RECOGNITION AND SCOPE

- 2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all employees of Grand & Toy Limited at their Distribution Centre at 200 Aviva Park Drive in Vaughan, Ontario and the location at 33 Green Belt Drive in Don Mills, Ontario, save and except for Supervisors, persons above the rank of Supervisors, office, clerical and sales staff, Assistant Supervisor in ~~the~~ Shipping Department, Secretary to the Director, Distribution Centre Operations, security guards, and students employed during the school vacation period.
- 2.02 If the Company reduces operations at 33 Green Belt Drive and/or 200 Aviva Park Drive and moves to another location within one hundred and fifty (150) kilometre radius of 33 Green Belt Drive and 200 Aviva Park Drive, employees who would otherwise be laid off will be given first opportunity to occupy positions for which they are qualified at the new location.
- 2.03 a) If the Company **closes** all or part of the operations at 33 Green Belt Drive and/or 200 Aviva Park Drive and moves to another facility within a one hundred and fifty (150) kilometre radius of 33 Green Belt Drive and/or 200 Aviva Park Drive, this Agreement shall be extended to cover such locations.

- b) In **the** event such closure is implemented, seniority at the new location shall mean length of continuous service at Grand & Toy, notwithstanding Article 12.01 of this agreement
- 2.04** Persons, whether employed by the Company or from outside, who are not members of the bargaining unit, shall not perform work on any jobs which are included in the bargaining unit nor will the Company contract out any work which is normally performed by the bargaining unit when such work or contracting out would result in a reduction on the workforce employed in the job title or prevent their recall from lay-off.
- 2.05** The Company and the Union recognize the need for prompt customer service with the use of both full-time and part-time employees; therefore the Company acknowledges that full-time employees are the primary resource throughout the year. Part-time employees will only be used to supplement the hours of work of full-time employees who are absent (i.e. vacations, illness, leave of absence, etc.) and for fluctuations in business and will not be used to eliminate full-time positions.
- 2.06** A part-time employee is an employee who does not have a permanent full-time position and who works regularly scheduled part-time or casual assignments and who regularly works **24** hours or less per week.
- 2.07** The Company will provide a quarterly summary to the Union listing all the part-time employees who worked during this period along with the number of hours worked each day. Interim summaries **will** be provided to address specific employee issues.

ARTICLE 3 - RELATIONSHIP

- 3.01** The Company and the Union agree that there shall be no discrimination against any employee because **of** race, age, sex, sexual orientation, creed, religion, colour, national origin.
- 3.02** The Company and the Union agree to abide by the provisions of the Ontario Human Rights Code.
- 3.03** The Company and the Union agree that neither shall interfere with, restrain, coerce nor discriminate against any employee in the exercise of any rights under the Labour Relations Act.
- 3.04** The Union agrees that, except **as** provided for in this Agreement, there will be **no** Union activity on the premises of the Company during the employees' working hours except by agreement with the Company.

- 3.05 On the date of hire, the Company shall notify the Local Union President and the Unit Chairperson in writing of the name, job title, shift, work area and supervisor of any new employee. The Supervisor will arrange to introduce the new employee to the Local Union President or designate. The Local Union President or designate will be permitted to meet with the new employee consistent with the practice established between the Company and the Union.
- 3.06 The Company will notify the Union within one (1) week of any employee who quits, transfers or is discharged.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The Union acknowledges that it is the exclusive right of the Company to operate and manage its business and exercise all its functions in accordance with the laws under which it operates except to the extent that these functions are specifically modified by this Collective Agreement.
- 4.02 Without restricting the generality of Section 4.01, it is agreed that the location of plants, the products to be manufactured, the schedules of production, the methods of operation, the determination of quality and quantity standards, and the control of material and parts to be used, shall be the exclusive function of management.
- 4.03 It is the exclusive function of the Company to maintain order, efficiency and discipline; to hire or retire; discharge, suspend, discipline or demote for just cause; transfer, classify or promote employees; to increase or decrease the working force; assign employees to shifts and specify job assignments, subject to any part of this Agreement which is relevant thereto.
- 4.04 It is further agreed that the Company may make, alter from time to time, and enforce reasonable plant rules provided such rules are not inconsistent with the provisions of this Agreement.

ARTICLE 5 - NO STRIKE OR LOCKOUTS

- 5.01 It is agreed that there will be no strikes during the lifetime of this Agreement.
- 5.02 It is further agreed that management will not lock out its employees during the lifetime of this Agreement.
- 5.03 The word "Strike" and the word "Lock-out" shall be deemed to have the meaning given those words in the *Labour Relations Act, S.O. 1995*.

ARTICLE 6 - UNION SECURITY

- 6.01 Each employee who is a member of the Union shall remain a member of the Union and each newly hired employee shall become and remain a member of the Union.
- 6.02 The Company will deduct Union dues including, where applicable, initiation fees and assessments, on a bi-weekly basis, from ~~the wages of~~ each employee covered by this agreement. The amount of dues will be calculated in accordance with the Union's Constitution.
- 6.03 All dues, initiation fees and assessments will be remitted to the Union forthwith and in any event no later than 15 days following the last day of the month in which the remittance was deducted. The remittance will be sent to the International Secretary Treasurer of the United Steelworkers, AFL-CIO-CLC, P.O. Box 13083 Postal Station "A, Toronto, Ontario M5W 1V7 in such form as will be directed by the Union to the Company along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to the Union office designated by the Area Coordinator.
- 6.04 The remittance and the R-115 form will be accompanied by a statement containing a list of the names of all bargaining unit employees from whom dues were deducted and the amount of dues deducted.
- 6.05 Subject to the provision herein, the Union will indemnify and save the Company harmless against all claims or other forms of liability that may arise out of any actions taken by the Company in compliance with this article.
- 6.06 The Company will state the amount of annual dues deductions on each employee's T4 form.

ARTICLE 7 - UNION REPRESENTATION

- 7.01 The Company acknowledges the right of the Union to appoint or otherwise select Union Stewards who have completed their probationary period for the purpose of representing employees in the handling of complaints and grievances.
- 7.02 The Company agrees to recognize a maximum of fifteen (15) stewards, one (1) of whom shall be the Chief Steward. It is further recognized that any stewards will be able to represent any bargaining unit employee.

- 7.03 The Company agrees that for every one hundred (100) new employees added/reduced to the complement beyond the current three hundred and sixty-three (363), the Union will be add/remove one ~~(1)~~ additional steward.
- 7.04 The Company shall be notified by the Union of the names of the Union Stewards.
- 7.05 The Company agrees to recognize and deal with a Union Grievance Committee of not more than four (4) employees plus the Local Union President and Unit Chairperson.
- 7.06 When the legitimate business of a Grievance Committee member or Union Steward requires him to leave his work station and/or department, he shall first receive permission from his supervisor (such permission shall not be unreasonably withheld).
- 7.07 The Company agrees that stewards and Grievance Committee members shall not suffer loss of pay for time spent in the handling of grievances. If the Company requires the presence of any members of the grievance committee to a grievance meeting, who is not at work, they shall be paid at time and one half (1 ½) their regular rate of pay. If the Company has to change the employee's scheduled time of work to attend such meetings, it will be mutually agreed between the employee, the Union and the Company.
- 7.08 a) Once a matter has been referred to Arbitration the Parties may agree to adjourn and refer *the matter/matters* to non-binding mediation.
- b) The Mediator will be agreed upon by the parties.
- c) Proceedings before the mediator shall be informal in nature and no record of the proceedings shall be made.
- d) The Mediator shall have the authority to meet separately with any person or persons but, unless the parties agree in writing to mediation-arbitration, will not have the authority to compel resolution of the dispute.
- e) If no resolution is reached during the mediation conference, the mediator shall provide the parties with an immediate oral advisory opinion which shall be non-binding, will not be publicly communicated and cannot be referred to in any subsequent arbitration hearing concerning the dispute.
- f) The Company agrees to pay for up to three (3) Grievance Committee members for time spent attending grievance mediation meetings with the Company.
- g) The ~~costs~~ of the Mediator shall be borne equally by the Union and the Company.

ARTICLE 8 - NEGOTIATING COMMITTEE

- 8.01 The Company agrees to recognize and deal with a Negotiating Committee of not more than five **(5)** employees, one of which shall be the Unit Chairperson, plus the Local Union President, who shall be regular employees of the Company, along with representatives of the International Union.
- 8.02 The Negotiating Committee is a separate entity from other committees and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this Agreement.
- 8.03 The Company agrees to allow members of the Negotiating Committee the day off without pay on each day the Committee is scheduled to meet with members of management.
- 8.04 The Company will grant up to three (3) days' leave of absence without pay for each member of the Negotiating Committee for the purpose of preparing for and considering revisions to proposed amendments and proof-reading of the finalized Collective Agreement.

ARTICLE 9 - GRIEVANCE PROCEDURE

- 9.01 It is the mutual desire of the parties hereto that any complaint or cause for dissatisfaction arising between an employee and the Company with respect to the application, interpretation, or alleged violation of the Agreement shall be adjusted as quickly as possible.
- 9.02 It is generally understood that an employee has no complaint or grievance until he, either directly or through the Union, has first given his immediate supervisor an opportunity to adjust the complaint.
- 9.03 If, after registering the complaint with the Immediate Supervisor and such complaint is not settled within one (1) regular working day or within any longer period which may have been agreed to by the parties, then the following steps of the Grievance Procedure may be invoked:

Step 1

The Grievance shall be signed by the grievor and submitted to the grievor's Supervisor, either directly or through the Union, within ten (10) working days of the incident giving rise to the grievance, or when the matter was known to the grievor or the Union or ought reasonably to have been known by the grievor or the Union. The Supervisor shall meet with the employee's Union steward within three (3) working days of receipt of the grievance in an attempt to resolve the grievance. The grievor will be present at this meeting if requested by either party. The Supervisor shall within a further three (3) working days, answer the grievance and return a copy to the Union.

Step 2

If the decision of the Supervisor is not satisfactory, the grievance may be submitted to the Manager within five (5) working days of receipt of the Supervisor's answer at Step 1, in which case the Manager shall meet with the employee's Chief Steward or designate within five (5) working days. The grievor may be present at this meeting if requested by either party. The Manager shall, within a further five (5) working days, give his decision in writing to the Union.

Step 3

If the grievance remains unsettled at the conclusion of Step 2, the Union may, within five (5) working days, submit the grievance to the Director, Distribution Centre Operations or designate who shall, within five (5) working days after receipt, set up a meeting between the Union Grievance Committee, and the appropriate representatives of management in a final attempt to resolve the grievance. The Staff Representative of the Union and the grievor may be present at this meeting if requested by either party. The Director, Distribution Centre Operations or designate shall give his decision in writing to the Union within ten (10) working days after the meeting.

- 9.04** If final settlement of the grievance is not reached at Step 3 then the grievance may be referred in writing by either party to arbitration as provided in Article 11, Arbitration, at any time within thirty (30) calendar days after the decision is received under Step 3.
- 9.05** When two or more employees wish to file a grievance arising from the same alleged violation of this Agreement, such grievance may be handled as a group grievance and presented to the Company beginning at Step 2 of the Grievance Procedure.
- 9.06** The Union or the Company shall have the right to initiate a policy or a grievance of a general nature, beginning at Step 3 of the Grievance Procedure, and all provisions of the Grievance and Arbitration Procedures shall apply to such grievances.

- 9.07 The Company shall not be required to consider any grievance which has not been presented within ten (10) working days from the date the matter first became known to the employee or the Union or ought to have been reasonably known by the grievor or the Union.
- 9.08 The time allowance provided in this Article may be extended by mutual agreement between the parties in writing.
- 9.09 If the time allowance, or any extension thereof, is not observed by the party who it is alleged has violated the Agreement, the grievance may, at the discretion of the grieving party, be advanced to the next step of this procedure, including arbitration.

ARTICLE 10 - DISCHARGE AND DISCIPLINARY ACTION

10.01 A claim by an employee, that he has been discharged or suspended, without just cause, shall be a proper subject for a grievance. Such grievance will be lodged at Step 2 of the Grievance Procedure within ten (10) working days after the employee or the Union receives notice that he has ceased to work for the Company or returns to work after a suspension as the case may be.

Such grievance may be settled by:

- a) confirming the management's action to discharge or suspend the employee, or
- b) reinstating the employee with full seniority and compensation for lost wages and benefits, or
- c) any other arrangement, except loss of seniority which in the opinion of the conferring parties, or the arbitrator, is just and equitable.

10.02 The Company shall offer an employee who has been dismissed or suspended without notice, the right to meet with his Union Steward, for a reasonable period of time, before leaving the Company premises.

10.03 All notices of a disciplinary nature which are intended to form part of the employee's employment record shall be removed from the employee's file after twelve (12) months from the date of issue and destroyed. **All** disciplinary notices shall be given in the presence of a Union Steward or in writing, with a copy given to the Union.

10.04 Where an employee has been suspended from work without pay pending investigation of alleged misconduct, the suspension shall be with pay commencing the 5th working day following the start of the suspension and thereafter until the investigation is complete.

10.05 A probationary employee's employment may be terminated at the discretion of the Company provided the Company acts in good faith and it is not discriminatory or arbitrary.

ARTICLE 11 - ARBITRATION

11.01 When either party to this Agreement requests that a grievance be submitted for arbitration, they shall make such request in writing addressed to the other party to this Agreement.

11.02 The parties will utilize a sole arbitrator for the purpose of hearing a grievance submitted to arbitration. The party bringing forward the grievance to arbitration shall propose a list of three (3) Arbitrators to hear the matter. The other party can agree with one of the proposed arbitrators or can propose three (3) alternate arbitrators to the other party within five (5) working days. Should the parties fail to agree to an arbitrator, either party may apply for a sole arbitrator under Section 48 of the **Labour Relations Act**. This clause in no way restricts the parties' ability to have a grievance dealt with under Section 49 of the **Labour Relations Act**.

11.03 Except where otherwise provided for in this Agreement, each of the Parties hereto will bear its own expense with respect to any arbitration proceedings. The Parties hereto will bear jointly the expenses of the Arbitrator on an equal basis.

11.04 The Arbitrator shall not be authorized, nor shall the Arbitrator assume authority, to alter, modify, or amend any part of this Agreement, nor to make any decision inconsistent with the provisions thereof, or to deal with any matter not covered by this Agreement.

11.05 The decision of the Arbitrator shall be final and binding on the Parties.

ARTICLE 12 - SENIORITY

12.01 PURPOSE

(a) The parties recognize that job opportunity and security will increase in proportion to length of service. It is therefore agreed that in cases of vacancy, promotion, demotion, transfer including temporary transfer, lay-off and recall after lay-off the senior employee, as defined in this agreement, will be entitled to preference.

(b) In recognition, however, of the responsibility of the Company for the efficient operation of the Company's business, it is understood and agreed that in all cases referred to in paragraph (a) above, management will have the right to pass over any employee if it is established by the Company that the employee does not fulfil the skill and ability requirements of the job.

- 12.02 ENTITLEMENT TO SENIORITY - An employee who is not a probationary employee will have seniority.
- 12.03 PROBATIONARY EMPLOYEES - An employee will be considered as a probationary employee until he/she has attained seniority status by working sixty (60) days within a six (6) month period. After the probationary period, the employee shall be granted seniority status dating back to the date of his last hire by the Company. The time frame as described above may be extended to seventy-five (75) days with the agreement of the Local Union President.
- 12.04 SENIORITY - Seniority is the total of length of service with the Company and measured in years, weeks and days; and Seniority will be acquired once the employee has attained seniority status in accordance with Article 12.02 and 12.03. Except for the purposes of vacation entitlement, part-time employees will accrue seniority at the rate of 50% of that of a full-time/full-time re-deployment employee (s).
- 12.05 For the purpose of determining seniority for employees hired on the same day, seniority will be by picking numbers from an envelope.
- 12.06 LOSS OF SENIORITY
An employee will lose his/her seniority standing for any one of the following reasons:
- a) if the employee voluntarily quits;
 - b) if the employee is discharged for just cause and is not reinstated in accordance with the provisions of this Agreement;
 - c) if the employee is laid off and fails to return to work without reasonable excuse within five (5) days after he/she has been notified to do so by the Company by courier to his/her last known address (a copy of such notice will be sent to the Union);
 - d) ~~if~~ the employee has been continuously employed by the Company for a period of up to 5 years and has been laid off for 12 months or more; or if the employee has been continuously employed by the Company for a period exceeding 5 years, and has been laid off for 18 months or more;
 - e) absent from work for three (3) consecutive scheduled working days without notifying the Company with a bonafide reason;
 - f) retires or is retired by the Company under a legally sound mandatory retirement policy;
 - g) Fails to return to work on the completion of an authorized leave of absence or vacation without reasonable justification; or
 - h) Uses an authorized leave of absence for a purpose other than that for which the leave is granted.

12.07 Seniority will be maintained and accumulated until it is forfeited under Article 12.06 above.

12.08 For purposes of this Agreement, the absences provided by the agreement, or otherwise authorized by the Company, will not constitute an interruption of service.

12.09 **SENIORITY LISTS AND EMPLOYEE LISTS** - For purposes of this Agreement:

a)

i) a "seniority list" is a list including employee name, amount of seniority measured in accordance with this Agreement. The Company will maintain separate and distinct seniority lists as follows: full-time employees, full-time re-deployment pool employees and part-time employees.

ii) an "employee list" is a list which, in addition to the information contained on a seniority list, includes for each employee: address, postal code, home telephone number including area code, and job title and current rate of pay. It is the employee's responsibility to inform, in writing, the Company and the Union of his/her address, postal code, home telephone number including area code. An employee list will be submitted in alphabetical order by surname.

b) All seniority lists **and** employee lists will be updated February **1**, May **1**, August **1** and November **1** ~~of~~ each year, by the Company and each updated list promptly will be:

i) delivered to the Unit Chairperson or such other representatives as designated by the Union; and

ii) posted on bulletin boards; and

c) All seniority and employee lists will be submitted in regular hard copy and electronic format, where possible. In addition, the Company will provide the Union with monthly lists of employees hired and terminated in the previous month.

12.10 The seniority list may be corrected at any time upon the written request of an employee, addressed to the Company and the Union. If the Company and Union agree to correct the seniority lists, or ~~if~~ through an arbitration award the seniority lists are corrected at an employee's request, the correction will be effective only from the date of the agreement or the arbitration award. A part-time employee who becomes a full time employee **will** have his name and seniority added to the applicable full-time seniority list. A full-time employee who elects not to be laid-off and continue to be employed will have his name and seniority added to the Full-time Re-deployment Pool

seniority list. Conversely, a full-time employee who elects to become a part-time employee will have his name and seniority added to the applicable part-time seniority list in accordance with the CBA.

- 12.11 a) In the case of lay-offs and recalls from lay-off the seniority **of** an employee shall govern provided that the senior employee already possesses the necessary skill and **ability** to perform the work available.
- b) **As** much notice of lay-off as **is** possible will be given to full-time employees of **less** than three **(3)** months' service. Notice to employees of three **(3)** months' service or more shall be in accordance with the Employment Standards **Act** (Ontario). Part-time employees will be notified of layoff after two (2) months without any worked hours.
- c) Subject to the above, the following procedure shall apply in cases of lay-off:
- (i) if there **is** to be a lay-off in any job, the junior employee(s) shall be displaced;
 - (ii) the junior employee(s) so displaced shall be entitled to displace any junior employee (s).
 - (iii) the above procedure shall only apply provided that the remaining employees possess the necessary skill and **ability** to perform the work available.
 - (iii) any full-time employee who is unable or un-willing to displace a more junior employee will have the option of being laid-off or being placed into the Full-time Re-deployment pool.
- d) Despite Article 12.11 (a) and prior to exercising its rights contained therein, **the** Company will:
- i) seek voluntary lay-offs; and
 - ii) seek voluntary vacation; and
 - iii) seek voluntary personal leaves **of** absence.
- Where the Company establishes that such measures do not meet its needs or further layoff are required, then Article 12.11 a), b), and c) will apply.
- e) The procedures described above shall not apply to a lay-off of three **(3)** working **days** or less.
- f) The Local President and the Unit Chairperson shall be notified in advance of names of any employees slated for lay-off and **the** expected duration of same.

12.12 NOTICE OF LAY-OFF

- a) An employee who has finished his/her probationary period will be given five working days notice in advance of the date of layoff or pay in lieu thereof.
- b) Notice of lay-off will be hand delivered to the affected employee (with a copy to the Unit Chairperson) unless such employee is not at work when notice is to be given in which case notice will be delivered by registered mail.

12.13 When recalling an employee after lay-off, he shall be notified by registered mail or courier and allowed five (5) working days to report for work. It shall be the employee's responsibility to keep the Company notified as to any change of his address or telephone number so that they will be up-to-date at all times.

12.14 a) i) All vacancies or newly created positions will be posted immediately upon the creation of the vacancy for three (3) full working days prior to the filling of the vacancy.

ii) All vacancies due to sickness, accident, injury, vacation, leave of absence, including union leaves, or any excused absence which is expected to last for a period of two months or more will be posted as a temporary job posting in accordance with paragraph (e) below.

iii) The Company may temporarily transfer an employee where a vacancy exists which is expected to be less than two months. No employee will be transferred against his will unless there is no bargaining unit employee willing to perform the work in which case, the junior employee, in accordance with Article 12.01 will be transferred.

b) Employees desiring consideration in the filling of a vacancy will signify their desire by:

i) filling out a job posting form; or

ii) by sending a letter to the Company, either directly or through the Union. To be effective, the letter must be received by the Company before the expiry of the posting period.

iii) The Unit Chairperson, or in his absence his designate, will be present when the Company reviews all job posting forms.

iv) With the exception of a) (iii) above, the Company agrees that no work will be performed on any job which has not been properly filled in accordance with this Article.

(c) The job vacancy will be filled in accordance with the provisions of Article 12.

- (d) The applicant with the greatest seniority who has the skill and ability to perform the required work shall be awarded the vacancy. Similarly, if there are no acceptable applicants for any vacancy, the Company shall fill the vacancy from outside sources. If the successful applicant for any posted vacancy is unsatisfactory at the end of the thirty (30) day assessment period in the new job, the Company shall transfer that employee back to his previous position and fill the vacancy by selecting the next most senior applicant, if any, with the necessary skill and ability to perform the required work.
- (e) Where the Company is advised in writing that an employee is to be absent from work because of sickness, accident, or leave of absence for two (2) months or more, the job will be posted as a temporary vacancy and the provisions of this Article will apply. Upon completion of the temporary vacancy, the employee will return to his/her former job.
- (9) The Company will post (in locations agreed to by the parties) the name of the successful applicant not later than five (5) working days following expiration of the posting period with a copy to the Unit Chairperson.
- (g) It is agreed that the successful applicant for a permanent posting will only be permitted to be awarded three (3) job postings per Collective Agreement year. This does not apply in circumstances where a part-time employee successfully posts into a full-time position.
- (h) Employees temporarily transferred for less than two months for the convenience of the Company to a job for which the regular rate is less than the rate the employee is receiving, he shall retain his former rate and if such transfer is to a job with a higher rate, the employee shall receive the higher rate of pay for all time worked on such job.
- 12.15 The Company agrees to negotiate with the Union the rate of pay for any new job that does not fall within an existing classification or any changed job within an existing job classification. Such negotiation will occur prior to the rate of pay being installed. However, if the parties fail to agree on the new rate, the Company will install the new rate proposed by the Company and the Union will have the right to grieve whether or not the rate is proper based on its relationship to related or similar jobs.
- 12.16 Local Union Officers, namely, President, Unit Chairperson, Vice President, Recording Secretary, Financial Secretary, and Treasurer shall have top Warehouse Wide seniority in case of layoff and shall be retained by the Company on work if they are willing and able to perform.

12.17 Employees in the Full-time Re-deployment pool are considered Pad-time employees for all purposes except as expressly provide for herein. Despite this, such employees are entitled to severance pay in the event they are permanently laid off based on the Employment Standards Act. Severance calculations will recognize both their Full-time service and their service accrued in the Re-deployment pool separately.

The Company agrees that employees in the Full-time Re-deployment pool will be scheduled for work prior to the use of Part-time employees.

Employees in the Full-time Re-deployment pool shall retain recall rights to their former position. Once an employee in the Full-time Re-deployment pool has exhausted his recall rights he has the following options: (1) he can choose to be laid off or (2) remain in the Full-time Re-deployment pool. An employee electing to remain in the Full-time Re-deployment pool may not exercise any recall rights to any full-time position. In the event of a full-time vacancy, the Company will first consider any applicants from the Full-time Re-deployment pool before any Pad-time employees.

ARTICLE 13 - LEAVE OF ABSENCE

- 13.01 The Company may at its discretion grant leave of absence without pay to an employee for personal reasons. Such permission will not be unreasonably withheld.
- 13.02 The Company shall grant leave of absence without pay to not more than seven (7) employees at any one time for the purpose of attending Union conventions or conferences provided that the absence does not disrupt the efficient operation of the Distribution Centre. This number shall never comprise more than three (3) Drivers. The Company shall also grant a leave of absence to a maximum of thirty (30) days for two (2) employees at a time to attend the official business of the Union or for short term training of stewards. The Union will make such requests to the Company at least two weeks prior to the date of absence.
- 13.03 Where an employee is selected to work as a Union representative he shall be granted leaves of absences for a period of up to one (1) year at a time as requested by the Union, provided, however, that not more than one (1) employee shall be absent on such leave at any one time.
- 13.04 All requests for leave of absence shall be in writing, giving the Company adequate notice of when such is desired and the reasons for which such leave is requested.

13.05 The Company agrees to provide a one-day leave of absence for an employee to write his Canadian Citizenship Examination. The Company will provide an additional one-day leave of absence for an employee to attend his Canadian Citizenship ceremony. The aggregate paid time off will be eight (8) hours.

ARTICLE 14 - UNION REPRESENTATIVE

14.01 If an authorized representative, who is not employed by the Company, wants to speak to local union representatives about a grievance or other official business, he shall make a request of the Director Distribution Centre Operations or his designated representative which request shall not be unreasonably withheld. These talks will be arranged so that they will not unduly interfere with production and at an appropriate place where the Union representative may confer privately.

ARTICLE 15 - BULLETIN BOARD

15.01 The Company agrees to provide two **(2)** sealed bulletin boards at the Vaughan Distribution Centre in a location which is mutually agreeable to the Company and the Union, for the purpose of posting meeting notices and official Union information. Notices will be signed and posted only by officers of the Union and will be in keeping with the spirit and intent of this Agreement, subject to the prior written approval of the Director, Distribution Centre Operations, which approval shall not be unreasonably withheld. Should any employees covered by this agreement work at any other location, one sealed bulletin board will be provided as above. Sealed Union bulletin boards shall not be obstructed or obscured.

ARTICLE 16 - REPORTING ALLOWANCE

16.01 An employee who reports for work as usual on a regular working day, unless notified not to report before leaving home, and for whom no work at his regular job is available shall be offered at least four **(4)** hours' employment in other work at the employee's current rate of pay, or, at the Company's option, will be paid for four **(4)** hours in lieu of work. This provision shall not apply if the failure to provide work is caused by reason of a strike or other work stoppage, fire, flood, power failure, or other cause beyond the control of the Company. Part-time employees shall be offered at least four **(4)** hours if scheduled for eight (8) hours work or offered at least three (3) hours if scheduled for less than eight **(8)** hours work.

ARTICLE 17 - CALL IN PAY

17.01 A full-time employee who is called for work outside his regular working hours shall be paid four **(4)** hours at the rate of time and one-half, provided the employee is willing to perform any work assigned to him.

17.02 The provisions of Article **17.01** shall not apply when an employee is called to work immediately prior to the start or immediately following the end of his scheduled shift. In all such cases, the employee shall receive his appropriate overtime rate.

ARTICLE 18 - PAYMENT FOR INJURED EMPLOYEES

18.01 In the event that an employee is injured in the performance of his duties, he shall, to the extent that he is required to stop work and receive treatment, be paid for wages the remainder of his shift. If it ~~is~~ necessary, the Company will provide, or arrange for suitable transportation for the employee to the doctor or hospital and back to the distribution centre and/or to his home as necessary. If it is necessary for an employee to receive medical treatment subsequent to his return to work following an occupational injury, he shall be paid for any time lost from regular shift hours to attend such appointment. This will apply to partial shifts only. Employees missing any full shifts as a result of receiving medical treatment in such cases are entitled to submit a further claim to the Workplace Safety and Insurance Board. *If it is necessary for an employee to receive physiotherapy treatment subsequent to his return to work following an occupational injury, the employee is expected to schedule such appointments outside normal working hours.*

ARTICLE 19 - JURY AND WITNESS DUTY

19.01 A full-time employee shall be granted leave of absence with pay at his regular hourly *rate*, for the normally scheduled number of hours the employee would have otherwise worked for the purpose ~~of~~ serving jury duty, or as a material witness subpoenaed by the Crown, provided that the employee shall reimburse the Company to the full amount of jury pay or witness fees excluding the expense allowance received by him.

19.02 In order to *qualify* under **Article 19.01**, an employee must have completed his probationary period and must inform his immediate supervisor as soon as possible of his selection for service as a juror or crown witness.

19.03 A part-time employee who has completed his probationary period must inform his immediate supervisor as soon as possible, of his selection for

service as a juror or witness. The employee shall be granted a leave of absence for the required time and shall accumulate their seniority and shall be able to retain any moneys provided to them including witness fees, expense moneys, travel allowance, etc.

ARTICLE 20 - SAFETY AND HEALTH

- 20.01 a) The Company and the Union shall maintain an Occupational Health and Safety Committee consisting of not more than six (6) members elected or appointed by the Union and not more than six (6) members appointed by the company.
- b) The Company agrees to pay for certification training for all non-certified members of the JHSC.
- 20.02 The general duties of the Occupational Health and Safety Committee shall be:
- a) To make a monthly inspection of the plant or place of employment for the purpose of determining hazardous conditions, to check unsafe practices and to receive complaints and recommendations with respect to these matters.
 - b) To investigate promptly all serious accidents and any unsafe conditions or practices which may be reported to it. Such investigations shall include accidents which might have caused injury to a worker, whether or not such injury occurred.
 - c) To hold regular meetings at least monthly for the discussion of current accidents, their causes, suggested means of preventing their recurrence, and reports of investigations and inspections.
 - d) To keep records of all investigations, inspections, complaints, and recommendations together with minutes of meetings. The minutes shall indicate what action has been taken with respect to suggestions or recommendations previously made, and if no action has been taken, the reasons therefore shall be given in writing.
 - e) The Union Chairman of the Committee (or designate) shall have the right to accompany all authorized Safety Inspectors on tours of the plant and shall receive copies of any reports sent to the Company pertaining to such inspections.
 - f) Accident, injury and occupational illness records shall be kept by the Company and shall be made available to the joint Occupational Safety and Health Committee. These records shall include all reports required by the Ministry of Labour under the Occupational Health and Safety Act.

The Company also agrees to make available to the Committee upon request, the trade name and/or technical description, (including chemical analysis, if available) of any compounds and substances used and housed in the plant.

- 20.03 The Company and the Union agree to mutually ~~work~~ towards maintaining high standards of safety and health for all employees in order to prevent occupational injury and illness.
- 20.04 The Company and the Union shall abide in all respects with the requirements of the Occupational Health and Safety Act, 1990 and as may be amended.
- 20.05 The Company agrees to make available protective clothing, including back belts, gloves and other devices, (excluding safety shoes) deemed necessary to protect all employees from injuries arising from their employment with the Company.
- 20.06 The Company agrees to pay on a reimbursement basis and additional \$5 for each year of the Collective Agreement towards the purchase of safety shoes to all Distribution Centre employees required by the Company to wear safety shoes.

The following shall apply for the life of the Collective Agreement:

Full-time DC employees - \$130/135/140
Drivers. Driver Helpers' - \$105/110/115 twice yearly
Part-time DC employees - \$105/110/115

Receipts must be provided in order to receive reimbursement and employee must have completed their probationary period.

- 20.07 The Company will provide all drivers, driver's helpers, maintenance technicians, maintenance mechanics, maintenance helpers, millwrights and apprentices with a uniform cleaning allowance of \$20.00 per month. Employee's will receive this allowance when they are actively working in their driving or maintenance job. The allowance will be pro-rated for any employee who **works** less than the **full** month in their driving or maintenance job.
- 20.08 An employee shall not be disciplined, threatened with discipline nor have any penalty imposed upon him because the employee has acted in accordance with the Ontario Health and Safety Act and regulations and, in particular, on account of his refusal to carry out work he believes to be unsafe.

- 20.09** The Company and the Union agree that their respective responsibilities regarding modified duties and return to work under the *Workplace Safety and Insurance Act (1998)* will be administered by the existing Modified Duties Committee which shall operate as a sub-committee of the Health and Safety Committee for the duration of this collective agreement, including:
- Identifying suitable employment that is available and consistent with the worker's functional abilities
 - Where possible, the Modified Duties Committee will identify potential modified work opportunities that represent rehabilitative opportunities for the injured worker, thus promoting a safe and timely recovery.
- b) Whenever possible, the Company shall accommodate ill/injured workers, returning to work, within their respective shifts as close to their starting times as possible. Variance from ill/injured worker starting times shall only be done as a last resort.
- 20.10** The Company will provide payment of wages for up to **40 days** (including time spent on JHSC certification training) on an aggregate basis in each year of this agreement for employees selected by the Union for health and safety and/or WSIB training.
- 20.11** For all job postings for which an injured employee applies, such employees will be given the opportunity to fill the posting in accordance with the provisions of Article **12**, provided their restrictions allow the employee to perform all the essential duties of the job posting within a reasonable time period. The layoff and recall provisions of the collective agreement, however, will apply in the same manner as if the person had not been disabled.
- 20.12** The Union members of the Joint Occupation Health and Safety Committee will be allowed one hour's caucus time prior to each meeting.
- 20.13** A Union member of the JHSC will participate in an investigation in any of the following circumstances:
- (1) All lost time accidents under the WSIA
 - (2) Fatalities
- 20.14** The Company agrees that a Union Representative of the JHSC shall be consulted about and be present throughout the entire process of the testing.
- 20.15** The parties agree that the JHSC will have input into the creation of physical demands analysis documentation for all bargaining unit jobs.

ARTICLE 21 - PAID HOLIDAYS

21.01 a) The following shall be recognized as holidays to be paid for on the basis of each employee's regular current straight time hourly rate multiplied by the number of hours such employee would have worked on such day:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	<i>Family Day</i>

Lieu Day (or date mutually agreed upon)

or days celebrated in lieu thereof, regardless of the day on which the holiday falls.

b) Part-time employees shall be entitled to the paid holidays as stipulated in the Collective Agreement with the exception of the Lieu Day (or date mutually agreed upon), in accordance with the Employment Standards Act, **2000** or **4** hours whichever is greater.

21.02 An employee will be paid for a holiday provided he:

- a) works *his* last full scheduled shift before and his first full scheduled shift after such holiday and works on such holiday if he is scheduled to work, unless he is excused by the Company; and
- b) is **on the** active payroll of the Company and not on a leave of absence (other than leaves of absence pursuant to Articles **8.03**, **8.04** or **13.02** or certified sickness), Workplace Safety & Insurance or lay-off.

21.03 Payment for work performed on any of the above described holidays shall be on the basis of time and one half the regular rate per hour in addition to the employee's regular holiday pay pursuant to Article **21.01**.

ARTICLE 22 - VACATIONS

22.01 Any employee who, ~~on~~ the 31st day of March in each year has:

- a) completed less than one (1) year of continuous service with the Company shall receive one day's paid vacation for each month worked up to a maximum of ten (10) days or 4% of the employee's earnings, whichever is greater.
- b) completed one (1) year of continuous service but less than five (5) years of continuous service with the Company shall receive two (2) weeks'

vacation per year with pay equal to 4% of the employee's earnings for the previous year. For each week of vacation the employee shall receive 2% of the employee's earnings for the previous year or 40 hours pay based on his hourly rate for the previous year, whichever is greater.

- c) completed five **(5)** years of continuous service but less than ten **(10)** years of continuous service with the Company shall receive three **(3)** weeks' vacation per year with pay equal to **6%** of the employee's earnings for the previous year. For each week of vacation the employee shall receive 2% of the employee's earnings for the previous year or 40 hours pay based on his hourly rate for the previous year, whichever *is* greater.
- d) completed ten **(10)** years of continuous service but less than sixteen **(16)** years of continuous service with the Company shall receive four **(4)** weeks' vacation per year with pay equal to **8%** of the employee's earnings for the previous year. For each week of vacation the employee shall receive 2% of the employee's earnings for the previous year or 40 hours pay based on his hourly rate for the previous year, whichever is greater.
- e) completed sixteen **(16)** years of continuous service but less than seventeen **(17)** years of continuous service with the Company shall receive four **(4)** weeks plus one **(1)** day's vacation per year with pay equal to **8.4%** of the employee's earnings for the previous year. For each week of vacation the employee shall receive **2%** of the employee's earnings for the previous year or 40 hours pay based on his hourly rate for the previous year, whichever is greater. **As** well, for each additional day of vacation, the employee shall receive 0.4% of their previous year's pay or eight **(8)** hours pay whichever is greater.
- f) completed seventeen **(17)** years of continuous service but less than eighteen **(18)** years of continuous service with the Company shall receive four **(4)** weeks plus two **(2)** day's vacation per year with pay equal to **8.8%** of the employee's earnings for the previous year. For each week of vacation the employee shall receive 2% of the employee's earnings for the previous year or 40 hours pay based on his hourly rate for the previous year, whichever is greater. **As** well, for each additional day of vacation, the employee shall receive 0.4% of their previous year's pay or eight **(8)** hours pay whichever is greater.
- g) completed eighteen **(18)** years of continuous service but less than nineteen **(19)** years of continuous service with the Company shall receive four **(4)** weeks plus three **(3)** day's vacation per year with pay equal to **9.2%** of the employee's earnings for the previous year. For each week of vacation the employee shall receive 2% of the employee's earnings for the previous year or 40 hours pay based on his hourly rate for the previous year, whichever is greater. **As** well, for each additional

day of vacation, the employee shall receive 0.4% of their previous year's pay or eight (8) hours pay whichever is greater.

- h) completed nineteen (19) years of continuous service but less than twenty (20) years of continuous service with the Company shall receive four (4) weeks plus four (4) day's vacation per year with pay equal to 9.6% of the employee's earnings for the previous year. For each week of vacation the employee shall receive 2% of the employee's earnings for the previous year or 40 hours pay based on his hourly rate for the previous year, whichever is greater. As well, for each additional day of vacation, the employee shall receive 0.4% of their previous year's pay or eight (8) hours pay whichever is greater.
- i) completed twenty (20) years of continuous service but less than twenty-five (25) years of continuous service with the Company shall receive five (5) weeks' vacation per year with pay equal to 10% of the employee's earnings for the previous year. For each week of vacation the employee shall receive 2% of the employee's earnings for the previous year or 40 hours pay based on his hourly rate for the previous year, whichever is greater.
- j) completed twenty-five (25) years or more of continuous service with the Company, he shall be entitled to six (6) weeks' vacation with pay equal to 12% of the employee's earnings for the previous year. For each week of vacation the employee shall receive 2% of the employee's earnings for the previous year or 40 hours pay based on his hourly rate for the previous year, whichever is greater.

22.02 In preparing vacation schedules, the Company agrees to take seniority by department into consideration, provided that management is able to maintain a qualified work force sufficient to perform the necessary work. Employees must indicate their vacation preference by March 1st in each year. The vacation schedule will be posted by March 31st and will not be changed without the consent of the affected employee(s) except in emergency situations.

22.03 In the event a statutory holiday falls within an employee's vacation period, the employee shall be entitled to another day at a time or times mutually agreed to between the parties.

22.04 If an employee is eligible for at least three (3) weeks of vacation benefits, the employee may request approval to take up to ten (10) days of such annual vacation benefits in blocks of days less than one (1) week, up to and including single days. Those employees who are eligible for at least five (5) weeks of vacation benefits may request approval to take up to fifteen (15) days of such annual vacation benefits in blocks of days less than one (1) week, up to and including single days. The Company agrees that it will

make best efforts to grant more than usual vacation requests during the months of June, July, August and December.

Requests will be submitted with at least 2 shifts' notice for consideration under this paragraph, and approval of such requests will be at all times subject to operational requirements of the Company.

22.05 Vacation Lieu Days:

Employees may accrue vacation days:

- (a) Employees who accrue one (1) to two (2) vacation days and wish to take such days off work, must notify the Company one (1) week in advance. The selected day must be jointly agreed to by the parties.
- (b) Employees who accrue three (3) to five (5) days and wish to take such days off work, must notify the Company two (2) weeks in advance. The selected days must be jointly agreed to by the parties.

Seniority shall govern.

22.06 Plant Shutdowns

- a) When the Company determines there will be a plant shutdown it will give the Union at least 30 days notice.
- b) In order to adjust to an announced plant shutdown, employees may utilize any unused vacation days, sick days and other designated days to cover any affected days of the shutdown.
- c) Where the Company determines the need for work to be performed during a plant shutdown, the Company will first offer such available work to the most senior employee(s) who normally perform the required work. If no employee(s) are available, the Company will offer such available work to the most senior employees on a plant-wide basis. Finally, if there is a need for work to be performed and insufficient employees are available, then the most junior employee(s) who normally perform the required work will be required to work on the affected days of the shutdown.

ARTICLE 23 -WAGES

23.01 The Company agrees to pay and Union agrees to accept for the term of this Agreement, the wages as set out in the Wage Schedule "A" attached hereto and forming a part of this Agreement.

23.02 The Company agrees to pay wages on a bi-weekly basis.

ARTICLE 24 - HOURS OF WORK AND OVERTIME

- 24.01** The workweek for full-time employees shall consist of forty **(40)** hours per week comprised of five **(5)**, eight **(8)** hour days, Monday to Friday inclusive. The parties may introduce an alternate shift arrangement, ie. A 10 hour work schedule upon mutual written consent. The regular shift, starting and quitting times presently in effect shall only be changed by giving the Local Union President or designate one weeks notice of such change.
- 24.02** The Company does not guarantee to provide work for an employee for regularly scheduled hours or for any other hours.
- 24.03** The Company will schedule fifteen **(15)** minute breaks each half shift and an unpaid lunch period of one half hour as close to the middle of the shift as possible.
- 24.04** a) **All** overtime is voluntary. The Company will distribute overtime as equitably as practicable among those employees who normally perform the required work.
- b) The parties agree, subject to the provisions of the Employment Standards Act, that employees may work in excess of **48** hours per week to a maximum of **60** hours per week. The parties understand that the agreement to work in excess of **48** hours per week may be revoked with **two** weeks written notice from the Union and reasonable notice from the Company in accordance with the Employment Standards Act. In the event that the agreement is revoked, then the following provisions will apply: When overtime becomes necessary and sufficient volunteers are not forthcoming then the most junior qualified employees within the classification for which overtime is necessary will be required to work. The Company shall endeavour to provide as much advance notice as possible, but except for unforeseen circumstances the Company agrees that no employee will be required to work overtime unless they are notified a minimum of two **(2)** hours prior to the completion of their scheduled shift.
- c) Notwithstanding the above drivers and helpers on a daily basis are expected to complete their daily assignments even if overtime is required. The company will make the routes as equitable as possible.
- 24.05** Time and one-half shall be paid for all hours worked (paid) in excess of eight **(8)** hours per day or forty **(40)** hours per week and on Saturdays provided that the same hours shall not be counted more than once for overtime purposes. Any work performed on a Sunday shall be compensated at the rate of time and one half.
- 24.06** The Company shall keep up-to-date records of all overtime worked for employees' inspection.

- 24.07 If an employee works at least two (2) hours overtime prior to and/or after his shift, an appropriate fifteen (15) minute break will be given.
- 24.08 No day shift shall commence prior to 6:00 a.m. or after 10:29 a.m. No afternoon shift shall commence after 8:59 p.m. The night shift shall commence at 9:00 p.m. or later.

ARTICLE 25 – GENERAL, SICK LEAVE AND PENSION

- 25.01 Whenever the male gender is used throughout the Articles within this Agreement, it is agreed that the feminine gender ~~is~~ an acceptable substitute whenever and wherever the feminine gender is applicable.
- 25.02 Where the singular is used throughout the Articles within this Agreement, it is agreed that the plural is an acceptable substitute whenever and wherever the plural is applicable.
- 25.03 a) All full-time employees are permitted to be absent with pay when ill up to three shifts per calendar year. An additional two shifts with pay can be used as sick leave or personal leave days provided the personal leave days are pre-booked, based on operational requirements twenty-four hours in advance.
- b) Employees are permitted to utilize half-days ~~of~~ their entitled sick leave in order to attend doctors, specialists or any medical practitioner appointment which otherwise could not be scheduled outside of working hours.
- c) Any unused shifts will be calculated based on the employee's regular rate of pay and paid ~~out~~ on the last pay in January after each calendar year end. The first five (5) absences, with the exception of absences due to leave(s) of absence or approved vacation, will be considered as "sick days" and paid accordingly.
- 25.04 The Company agrees to pay all reasonable costs for all Doctor's notes it requests from the employee.
- 25.05 The Company shall continue its current Tuition Assistance Plan.
- 25.06 For the duration of the current collective agreement, bargaining unit employees shall be entitled to continue to participate in the Company's Bonus Plan and Group Registered Retirement Savings Plan (RRSP)/Deferred Profit Sharing Plan (DPSP) on the following basis the Company will match 100% on the first 2% employee contribution and 50% on the remainins contributions for a total employer contribution up to a maximum of 4.0%.

ARTICLE 26 - INSURANCE-WELFARE BENEFITS

- 26.01 The Company agrees that during the term of this Agreement they will pay their share of the cost of the premiums for the Insurance-Welfare Benefits as outlined in Schedule "B" attached hereto and made part of this Agreement, for all full-time employees and their eligible dependants as long as the employee pays their share of the premiums.
- 26.02 The Company agrees that the Insurance –Welfare Benefits as set out in Schedule "B" shall not be in any way reduced unless mutually agreed to by the parties.

ARTICLE 27 - BEREAVEMENT PAY

- 27.01 The Company shall pay an employee three (3) days pay at the employee's regular straight time hourly rate in the event of the death of the employee's spouse, father, mother, sister, brother, son, daughter, grandfather, grandmother, grandchildren, mother-in-law and father-in-law. Should an employee require additional time, including extended periods of up to sixty (60) days where extensive travel is required, such time may be granted.
- 27.02 Probationary employees shall not be entitled to payment under this Article. However, an employee who has successfully completed his probationary period shall be reimbursed for any lost time due to a bereavement which occurred during his probationary period in accordance with Article 27.01.

ARTICLE 28 - HUMANITY FUND

- 28.01 The Company agrees to provide a one-time, twenty-five dollar (\$25.00) deduction from the wages of all employees in the bargaining unit. Such deduction will be made on the last pay in January of each year and, prior to the 15th day of the month following, will be paid to the "Humanity Fund". Such payment will be forwarded to United Steelworkers National Office, 234 Eglinton Avenue East, Toronto, Ontario, M4P 1K7. The Company will advise in writing both the Humanity Fund at the aforementioned address and the Local Union that such payment has been made, the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made.
- 28.02 The Company will indicate employee contributions to the Humanity Fund as a contribution to a registered charitable organization on each employee's T-4 slip.

ARTICLE 29 - THE STEELWORKERS TORONTO AREA COUNCIL SERVICES FUND ("STAC SERVICES FUND")/AND EDUCATIONAL FUND

- 29.01 The Company agrees contribute a \$100 per full time employee to the STAC Services Fund AND \$25 per full time employee to the USW Educational Fund. Such payments will be made within 14 days within ratification and upon each anniversary date of the Collective Bargaining Agreement.
- 29.02 The Union agrees to contribute financially to the Lifeline Foundation at a rate established by the Toronto Area Council of the United Steelworkers.

ARTICLE 30 - DURATION

- 30.01 This Agreement shall become effective on the 1st day of April, 2011 and shall continue in effect up to and including the 31st day of March, 2014 and shall automatically continue in force from year to year thereafter unless either party gives notice of their intent to renew or amend the Agreement in accordance with Article 30.02.
- 30.02 Either party desiring to renew or amend this Agreement may give notice in writing of its intention during the last ninety (90) days ~~of~~ its operations.
- 30.03 If notice of the intention to renew or amend is given by either party pursuant to the provisions of the preceding paragraph, such negotiations shall commence not later than **fifteen (15)** days after such notice or as soon thereafter as is mutually agreed.
- 30.04 If pursuant to such negotiations, an Agreement is not reached on the renewal or amendment of the Agreement prior to the current expiration date, the Agreement shall continue in effect in accordance with the terms of ~~the~~ Ontario Labour Relations Act.

SCHEDULE "A"

GRADE	JOB TITLE	EFFECTIVE DATE	Start	Step 1	Step 2	Top
3	Cleaner	April 1, 2011	16.33	16.63	16.96	17.35
		April 1, 2012	16.73	17.03	17.36	17.75
		April 1, 2013	17.13	17.43	17.76	18.15
4	Driver's Helper	April 1, 2011	17.25	17.57	17.93	18.37
	Packer	April 1, 2012	17.65	17.97	18.33	18.77
	Order Filler	April 1, 2013	18.05	18.37	18.73	19.17
	Bunker					
4a	Receiver	April 1, 2011	17.56	17.89	18.25	19.09
	Returns	April 1, 2012	17.96	18.29	18.65	19.49
	Repairs	April 1, 2013	18.36	18.69	19.05	19.89
	Bulk Order Picker					
5	Receiving Clerk	April 1, 2011	18.29	18.64	19.03	19.50
	Shipping Clerk	April 1, 2012	18.69	19.04	19.43	19.90
	DZ Driver's Helper	April 1, 2013	19.09	19.44	19.83	20.30
	Stock Placer/Replenisher					
	Out-of-Town Shipper					
5a	High Bay	April 1, 2011	18.81	19.28	19.72	20.26
	Forklift Operator	April 1, 2012	19.21	19.68	20.12	20.66
	Shunt Driver	April 1, 2013	19.61	20.08	20.52	21.06
5b	Cycle Counters	April 1, 2011	18.97	19.43	19.91	20.46
	Profiler	April 1, 2012	19.37	19.83	20.31	20.86
	Warehouse Person	April 1, 2013	19.77	20.23	20.71	21.26
6	Driver	April 1, 2011	19.40	19.81	20.22	20.73
	Checker	April 1, 2012	19.80	20.21	20.62	21.13
		April 1, 2013	20.20	20.61	21.02	21.53

6a	Service Coordinator	April 1, 2011	19.88	20.37	20.86	21.42
	DZ Driver	April 1, 2012	20.28	20.77	21.26	21.82
	Service Person Furniture	April 1, 2013	20.68	21.17	21.66	22.22
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7	Tractor Trailer Driver	April 1, 2011	20.99	21.51	22.04	22.57
		April 1, 2012	21.39	21.91	22.44	22.97
		April 1, 2013	22.79	22.31	22.84	23.37
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8	Installer	April 1, 2011	22.20	22.77	23.38	23.94
		April 1, 2012	22.60	23.17	23.78	24.34
		April 1, 2013	23.00	23.57	24.18	24.74
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Maintenance Technician	April 1, 2011					26.00
	April 1, 2012					26.40
	April 1, 2013					26.80
<hr/>						
Mechanic's Helper	April 1, 2011					18.10
	April 1, 2012					18.50
	April 1, 2013					18.90
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Industrial Mechanic (Millwright)	April 1, 2011					27.15
	April 1, 2012					27.55
	April 1, 2013					27.95
<hr/>						
Apprentice: (percentage of Industrial Mechanic (Millwright) rate (above))						
Period 1-60% Period 2-70% Period 3-80% Period 4-85% Period 5-90%						
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PART-TIME EMPLOYEES-WAGE SCHEDULE

Part-time employees shall be remunerated according to the following scale:

	Effective Date	Start	3 Months	6 Months	9 Months
Part-time	April 1, 2011	14.36	14.68	14.89	15.11
	April 1, 2012	14.76	15.08	15.29	15.51
	April 1, 2013	15.16	15.48	15.69	15.91

SCHEDULE "A"

Notes:

1. Any employee who, as at April 1st, 1991, is being paid at a rate higher than that specified in this Agreement for the job title which he is performing, shall be red circled. Any employee **so** red circled shall receive only **fifty (50%)** percent of the negotiated increases referred to above until the negotiated rate for the employee's job title equals or exceeds his actual rate, in which case he shall be paid the negotiated rate.
2. A new employee shall be paid the start rate for the job title to which he is assigned. Thereafter, he shall receive the appropriate increases for his grade level every three (3) months until he has reached the top rate for his job title. However, the Company may withhold, for unsatisfactory performance, an increase for any employee who has not reached the top rate for his classification, provided that any such decision on the part of the Company may be subject to the grievance and arbitration procedures set out in this Agreement.
3. Bargaining unit employees will not be trained nor will they be responsible for performing first aid functions and all such responsibilities will be **borne** by management employees.
4. During the term of this Agreement, the parties will meet with a view to negotiating any amendments which may be considered appropriate with respect to the jobs set out above. Such amendments, ~~if~~ any, shall be incorporated into this Collective Agreement after they have been agreed upon.
5. The premium rate for Grade 4, 4A, 5, 5A, 5B is for hourly rate purposes only and **does** not suggest any difference from other Grade 4 and 5 jobs.
6. Full-time and part-time employees shall be entitled to an Afternoon Shift Premium of seventy-five cents per hour and a Night Shift Premium of one dollar per hour.
7. Regularly classified "DZ" Drivers shall not be subject to rate adjustment in the event a vehicle requiring a DZ license is not available to drive. Spare "G" Drivers with a "DZ" license will receive the top rate of the "DZ" classification only while driving a vehicle that requires a "DZ" license.

SCHEDULE "B" - Employee Benefits

1. The Company shall contribute seventy-five (75%) of the premium cost of the existing major medical plan (including private coverage and prescription drugs) for all employees who have completed their probationary period including prescription eyeglasses at two-hundred and fifty dollars every twenty-four **(24)** months.

The major medical plan shall include a prescription drug card issued by our carrier and administered as per the terms of our policy. There shall be no cost to employees for dispensing fees.

2. Non-probationary employees shall receive Life Insurance equal to two times salary and Accidental Death and Dismemberment coverage equal to two times salary with an employee contribution of \$9.00 per month plus applicable taxes.
3. The Company shall pay the full premium cost of the existing weekly indemnity disability plan for all employees who have completed their probationary period.
4. The Company shall pay the full premium cost of the existing dental plan for all employees who have completed their probationary period.
5. The Company's share of the premium cost shall be paid for employees on lay-off only to the end of the month in which lay-off has commenced.
6. All of the benefits referred to in this Schedule shall be as more particularly described and set out in the respective plan documents and/or policies of insurance. The Company reserves the right to change insurance carriers at any time, provided that the level of benefits is maintained or increased.
7. The Company agrees to provide the Union annually, copies of Benefit Plan texts relative to the USWA Local 9197 Bargaining Unit Employees.
8. The Company proposes that the parties agree to meet during the life of the Collective Agreement for the purpose of discussing benefit cost containment.
9. The Company agrees to the Union proposal of exploring the implementation of an employee paid LTD program, fully funded and paid for by the Union membership. Should the Union decide to implement such a plan the Company agrees to only administer deduction and remittance of premiums associated with ~~this~~ Plan.

LETTER OF INTENT
Re: Distribution of Overtime

Between:

GRAND & TOY LIMITED
Hereinafter called the "Employer"

and:

UNITED STEELWORKERS
Hereinafter called the "Union"

This is to confirm the discussions and understanding reached between the Company and the Union regarding the distribution of overtime amongst Distribution Centre employees.

Specifically, the parties agree to the following:

- It is to the parties' mutual advantage that overtime be distributed across the workforce as equitably as possible.
- Overtime will be scheduled by Management.
- The amount of overtime required will be determined by Management.
- Management can assign and re-assign employees working overtime as required.
- The process for allocating overtime will be as follows:
 1. When overtime is required, Management will offer overtime to those qualified full-time employees within the classification and shift where the **work** is available according to seniority.
 2. In the event a full-time employee declines an offer to work overtime, the next most senior qualified full-time employee within the classification on the shift will be offered overtime.
 3. In the event Management is unable to fill the overtime opportunities from within the classification on that shift, it will offer the overtime opportunity to the most senior qualified full-time employee available **on** that shift.
 4. If management is unable to **fill the overtime** requirements through the above process, part-time employees within the area on that shift will be offered the opportunity to work the overtime according to seniority.
 5. In the event that management is unable to **fill the overtime** requirements through the above process, the most senior qualified part-time employee on that shift will be offered the opportunity to work the overtime.
- When the next opportunity to work overtime becomes available, it will be extended to the qualified full-time employee on the shift within the classification where the work is available starting at the location on the seniority list where the last offer was made and accepted.

- The following will constitute an offer for overtime and will result in an employee becoming ineligible for overtime until their turn comes up again:
 1. Asked and accepted
 2. Asked and declined
 3. Absent from work for any reason
- All offers of overtime and their commitment or rejection thereof will be recorded by management and initialed by the employee.
- **All** overtime shifts are considered regularly scheduled shifts. Failure to report for a scheduled overtime shift to which the employee has committed will be counted as an absence.
- In the event of any disputes regarding overtime allocation, the Union may review applicable overtime allocation records with reasonable notice.
- This agreement does not apply to Drivers.
- Where an employee ought to have been selected for an overtime opportunity, the Company will continue with the current practice of making the next overtime opportunity available to the employee so disadvantaged.

LETTER OF INTENT

re: **Miscellaneous**

Between:

GRAND & TOY LIMITED
Hereinafter called the "Employer"

and:

UNITED STEELWORKERS
Hereinafter called the "Union"

The parties hereto agree as follows:

1. Part-time employees may maximize their hours up to twenty-four **(24)** hours in a week. However, in order to maximize hours, employees may be required to work in a number of work areas.
2. Part-time employees who work **24** hours per week or less may work their full weekly schedules and receive their current straight time pay for the statutory holidays that fall within the work week, in such cases, the statutory holiday pay will not be applied against hours worked.
3. In the event that, during the term of this agreement, the Company implements a policy of allowing employees at **33 Green Belt Drive and/or 200 Aviva Park Drive** to leave, with pay, one hour early on Fridays, bargaining unit employees shall be extended the same benefit.
4. The Company undertakes not to move any of the current driving **jobs** from **33 Green Belt Drive and/or 200 Aviva Park Drive** for the life of this collective agreement.
5. The Company agrees to a cap of one hundred and twenty **(120)** part-time employees. This number will be subject to review by the parties at any other time mutually agreed to.
6. The parties agree that the grievance committee will not be convened until there is an accumulation of four **(4)** grievances between the operations and/or at any other time mutually agreed to between the parties. The exception to this understanding is where a grievance has been filed with respect to termination.
7. The Company agrees to provide at least 14 days notice in writing, to the Union of any new rules/regulations or any changes to existing rules/regulations.
8. The parties agree to discuss a "Retirement Incentive Program".

LETTER OF AGREEMENT #1
Forming part of this collective agreement
Re: Harassment Policy

Between:

GRAND & TOY LIMITED
Hereinafter called the "Employer"

and:

UNITED STEELWORKERS
Hereinafter called the "Union"

The following policy with respect to harassment in the work place is endorsed by both parties:

Grand & Toy Limited and the United Steelworkers believe that the human rights of all employees must be protected, so as to ensure that every person is treated with dignity and respect.

't harassment is defined as vexatious t; or n against a Associate in a workplace: a comment or conduct that is known to be distressing or ought reasonably to be known to be unwelcome.

Harassment includes actions, comments and/or displays such as making remarks, jokes or innuendoes that demean, ridicule, intimidate or offend; displaying or circulating offensive pictures or materials in print or electronic form; bullying; rep 7 or intimidating phone calls or m il. pp sexual touching, advances, suggestions or requests: written or verbal abuse or threats: vandalism of personal property; or abuse of authority that undermines someone's performance or threatens her or his career.

In order to ensure the consistent application of this policy, it is both the right and the responsibility of any employee who has been subjected to harassment as defined above to immediately report such concerns to the Manager of Human Resources or his designate. All complaints will be fully investigated in a confidential manner. The complainant will be advised of the results of the investigation.

Any employee who, as the result of a full investigation is determined to be in violation of this policy may be subject to disciplinary action up to and including discharge from employment.

It is understood and agreed that the procedure established herein to investigate and resolve harassment complaints does not deny any employee the right to pursue his or her complaint through the applicable legislative procedure and the internal procedure is intended only as alternative process which the individual may elect at his or her option.

LETTER OF AGREEMENT #2
FORMING PART OF THE COLLECTIVE AGREEMENT
APRIL 1, 2011 TO MARCH 31, 2014

April 1, 2011

United Steelworkers

Local 9197
25 Cecil Street
Toronto, ON
M5T 1N1

Attention: Stuart Deans, Staff Representative

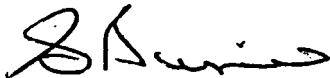
Dear Stuart:

During the collective bargaining process the Union expressed concerns about the continuing provision of an office for a Union.

If circumstances arise which require relocating the current union office, any such plans will be discussed in advance with the Union and sincere attempts will be undertaken by the Company, to secure comparable office arrangements.

We trust this addresses the concerns raised.

Sincerely



Scot Birnie
Senior Manager, Labour and Employee Relations

LETTER OF AGREEMENT #3
FORMING PART OF THE COLLECTIVE AGREEMENT
APRIL 1, 2011 TO MARCH 31, 2014

April 1, 2011

United Steelworkers
Local 9197
25 Cecil Street
Toronto, ON
M5T 1N1


Attention: Stuart Deans, Staff Representative

Dear Stuart:

During the collective bargaining process, the parties agreed to continue to meet throughout the life of the collective agreement for the purposes of working through ~~the~~ "Collaborative Approach" as described by Gord Faulkner.

In addition, the parties agreed to discuss the implementation ~~of~~ the "Worker Empowerment Course" as provided by the Union.

Sincerely



Scot Bimie
Senior Manager, Labour and Employee Relations

LETTER OF AGREEMENT #4
FORMING PART OF THE COLLECTIVE AGREEMENT
April 1, 2011 TO MARCH 31, 2014

April 1, 2011

United Steelworkers
Local 9197
25 Cecil Street
Toronto, ON
M5T 1N1

Both parties acknowledge that over the past few years the business has declined and this impacts the viability of dispatching drivers to service areas with less than full trucks.

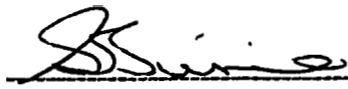
Upon ratification of the CBA on **April 1, 2011**, both the Company and the Union agree to the following:

The Company will present a business case of route viability based on percentage of sales. Percentage of sales is a measurement utilized to ensure continued profitability. If the business case shows that certain routes and or delivery areas are not profitable on a quarterly basis; the company may explore other delivery options notwithstanding article 2.04.

Routes being assessed under the terms of this letter of understanding will be capped at four routes.

Delivery routes will be monitored and reassessed on a quarterly basis; should the areas become profitable again on a quarterly basis, private fleet trucks **will** be dispatched back into those areas.

For the Company:



Scot Birnie

For the union:




Stuart Deans

LETTER OF AGREEMENT #5
FORMING PART OF THE COLLECTIVE AGREEMENT
April 1, 2011 TO MARCH 31, 2014

Re: Discontinuance & Grandfathering of Retiree Health Benefits

1. Effective April 1, 2011, all new entrants into the Retiree Health Benefit Plan will be discontinued.
2. Employees who are currently enrolled in the Grand & Toy Retiree Health Benefit Plan will continue to receive Retiree Health Benefits.
3. Employees who have already met the eligibility factors prior to April 1, 2011 will be eligible to participate in the Retiree Health Benefit Plan upon their retirement.
4. In order to allow transition of Employees who are still employed and have not yet met the eligibility factors, the parties have agreed to offer a "grand-fathering" of all regular full-time employees who participate in the Grand & Toy Major Medical plan for active employees prior to retirement, and whose age plus continuous years of service at Grand & Toy equals 75 or more, are eligible to participate in the Retiree Health Benefit Plan.
5. Employees who commence employment on or after April 1, 2011 will not be eligible to participate in the Retiree Health Benefit Plan.

For the Company


Scot Birnie

For the Union

 ON BEHALF OF
Stuart Deans

The Parties agree to amend the following terms and conditions based on the tentative deal reached on March 31, 2011.

These changes are not retroactive except where explicitly stated. The term of this new Agreement is in effect from April 1, 2011 to and including the end of March 31, 2014.

Signed at Vaughan, on this day March 31, 2011.

For the Company

For the Union

Scott Baine

J. B.

[Signature]

Doody - [Signature]

[Signature]

Chris Nyanteh

[Signature] Aziz

[Signature]

[Signature]

[Signature]
ON BEHALF OF STARR DEAN

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