

# Collective Agreement

Between

**LOBLAW'S DISTRIBUTION CENTRE AJAX**

(Hereinafter referred to as the "Company")

And

**UNIFOR AND ITS LOCAL 222**

(Hereinafter referred to as the "Union")



February 27, 2019 – February 13, 2022

13972 (04)

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## **AGREEMENT**

This Collective Bargaining Agreement is entered into this **27<sup>th</sup>** day of February, 2019 between **Loblaw's Distribution Centre Ajax** (the "Company"), located at 500 Bayly Street East, and Unifor and its Local 222 (the "Union").

### **ARTICLE 1 - PURPOSE AND RECOGNITION**

- 1.01 The purpose of this Agreement is to establish and maintain collective bargaining relations between the Company and the Union, to provide procedures for the timely and equitable resolution of complaints and grievances and to establish wages, hours of work, and other working conditions for bargaining unit employees, as outlined in this Agreement.
- 1.02 The Company recognizes the Union as the exclusive collective bargaining agent of all employees of **Loblaw's Distribution Centre Ajax** in the Town of Ajax, ON, save and except supervisors, those above the rank of supervisor, office, sales, auditors **and** quality control.
- 1.03 The Company will communicate at all times necessary with the Union, for the purpose of resolving any disputes which may arise regarding wages, hours of work, and working conditions.
- 1.04 If any provincial or federal legislation, court decision or government regulation invalidates any section of this Agreement, all other sections not invalidated will remain in full force and effect. The Company and Union will meet within thirty (30) days of the invalidation, to negotiate new contract language to replace the section(s) invalidated.
- 1.05 The Company will not enter into any other agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

### **ARTICLE 2 - UNION SECURITY AND DUES CHECK-OFF**

- 2.01 All current, new and probationary employees of the Company will, as a condition of employment, become and remain members of the Union in good standing as provided in the Constitution and By-laws of the Union. All current employees who have not already done so, new and probationary employees, will be required to sign an application for membership and authorization for check off of dues and initiation fee, supplied by the Union to the Company.

- 2.02 The Local Union copy of this form will be completed within one (1) week of the employee's hire and forwarded to the Local Union Financial Secretary at the time of dues remittance.
- 2.03 The Company will deduct weekly, from the wages of every employee, any dues, initiation fees or assessments levied, in accordance with the Union Constitution and By-laws. The Union will provide the Company with written notice of the amount of regular dues. If there is a change in the amount of dues, the Union will give the Company written notice of the change. The Union indemnifies the Company against any claim that may arise as the result of dues deductions made by the Company in accordance with this Article.
- 2.04 All dues and initiation fees deducted must be remitted by cheque to the Local Union Financial Secretary within fifteen (15) working days of the month following the deductions, along with a list of names and the amount of each deduction.
- 2.05 The Company will also supply a list of those members who did not have Union dues deducted and the reason why no deduction took place.
- 2.06 The Company will supply the Local Union, on a monthly basis, the following information necessary to administer the contract. In addition, the Union Chairperson may request this information from the Human Resource Manager and it will be provided as soon as possible.
1. Employees who are in the bargaining unit regardless of whether or not they paid dues in the month.
  2. Employee's number and their hourly rate and classification.
  3. Employees transferred into or out of the bargaining unit.
  4. The number of hours worked in the month.
  5. Employees status (i.e. at work, on vacation, STD, LTD, WSIB, retired in the month, any other leave of absence) and the date of occurrence.
  6. Employees laid off or recalled.
  7. Employees who have lost seniority.
  8. Names, addresses, and postal codes of all retired and active employees.

### **ARTICLE 3 - MANAGERIAL RIGHTS**

3.01 Subject to the provisions of this Agreement, the Company retains exclusive right to exercise all management rights or functions. These will include:

- a) The right to formulate, enforce, revise and administer rules, policies and procedures including but not limited to attendance, discipline and safety. Any Company rules and/or policies will become effective seven (7) days after they have been posted in the workplace. The Company will provide the Union Committee with a copy of any new or amended policies at least fourteen (14) days before they take effect.
- b) The right to discipline or discharge for just cause.
- c) The right to select the products to be handled, choose customers, determine the methods and scheduling of shipping, receiving and warehousing, freight handling, sanitation work and dunnage, determine the type of equipment or vehicle used and the sequence of operating processes within the facility, institute changes in process and introduce different shipping, receiving, warehousing, freight handling, sanitation work and dunnage methods.
- d) The right to establish work schedules, to determine the number of employees necessary to operate any department, or classification of the Company, to determine management organization for each department, to hire, layoff, promote and demote, to utilize part time employees, to establish or revise reasonable performance and quality standards.
- e) The right to transfer work between any of its facilities or departments, determine the number and location of the business, including the establishment of new facilities or departments and the right to relocate facilities or departments.

3.02 The Company will not exercise its rights in a manner that is arbitrary, discriminatory or in bad faith.

3.03 It is agreed that listing of the foregoing management rights will not be deemed to exclude other rights of management not specifically listed.

### **ARTICLE 4 - BARGAINING UNIT WORK**

4.01 Employees outside of the bargaining unit will not perform work regularly performed by the bargaining unit employees except for the purpose of training employees or in

emergencies. These exceptions will not be used to displace or reduce the hours of work or pay of any employee.

#### **ARTICLE 5 - STRIKES AND LOCKOUTS**

5.01 In view of the arrangements provided by this Agreement for the orderly disposition of employee grievances, and for the handling of other matters, the parties agree that there will be no strikes or lockouts during the life of this Agreement. The words "strikes" and "lockouts" as used are agreed to have the meaning as defined in the Ontario Labour Relations Act 1995.

#### **ARTICLE 6 - NO DISCRIMINATION OR HARASSMENT**

6.01 The Company and the Union will not discriminate against any employee with respect to any term or condition of employment to the extent set out in the Ontario Human Rights Code (OHRC) or any other applicable legislation. Under the OHRC every person has a right to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability.

6.02 When the term "spouse" is used in this Agreement, it will include a same-sex spouse and common law partner of the same or opposite sex. Common law partnership applies to persons who have been living together in a conjugal relationship for at least twelve (12) consecutive months. This is consistent with the definition as recognized by the Canada Customs and Revenue Agency.

6.03 When the masculine or singular pronoun is used in this Agreement it will mean and include the feminine or plural pronoun where the context applies, and vice-versa.

#### **ARTICLE 7 - WORKPLACE HARASSMENT**

7.01 The Company and the Union are committed to providing a harassment free workplace. Under the OHRC, every person who is an employee has a right to freedom from harassment in the workplace by the Company or agent of the Company or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability.

7.02 All complaints of alleged harassment will be investigated quickly and confidentially. A Representative designated by the Union will be involved in the investigation, when the investigation involves a bargaining unit employee as a complainant, alleged harasser or witness.

- 7.03 A copy of any investigation findings will be provided to the Union Chairperson. If at the conclusion of the investigation, the matter is not resolved to the employee's satisfaction, the Union Chairperson and the General Manager will attempt to resolve the issue. If the Union Chairperson and General Manager are unable to resolve the issue within seven (7) days, the Union will have the right to file a grievance starting at Step 2 of the grievance procedure.
- 7.04 Complaints of alleged harassment will not be pursued through the Workplace Harassment/Human Rights Policy and the grievance procedure of this Collective Agreement at the same time.

#### **ARTICLE 8 - SENIORITY**

- 8.01 The Company recognizes the principle of seniority which is to give employees an equitable measure of security based on length of service with the Company.
- 8.02 Seniority is defined as an employee's most recent period of continuous service with the Company. Seniority will be established and maintained, on a bargaining unit wide basis, for all employees in the bargaining unit.
- 8.03 All employees' names will appear on a seniority list as of their date of hire. This list will be revised every month and posted on plant notice boards. A copy of this list will be given to the Union Chairperson.
- 8.04 Seniority will be the determining factor for layoff, permanent reduction of the work force, recall, bumping, temporary transfers, job postings and for any other purpose as determined by the subject of the provisions of this Agreement.
- 8.05 Employees will be regarded as probationary employees for the first 480 worked hours of their employment. Seniority will start from the first date of hire and the employee's name will appear on the seniority list in order of the respective date of hire. During the probationary period the Company will have the right to discharge an employee without just cause provided the discharge was not arbitrary, discriminatory or in bad faith. Probationary employees will not be eligible for any fringe benefits unless mandated by law or unless otherwise provided by the specific terms of this Agreement. (A probationary employee will be eligible for health care benefits beginning on the first day of the month following the month in which he or she completes the probationary period.)
- 8.06 Employees hired on the same day will have their seniority standing determined by alphabetical order of their last name, on the date of hire, with "a" being the most senior. The status of an employee's seniority will not change because of a name change.



## **ARTICLE 9 - LOSS OF SENIORITY**

9.01 Seniority rights will cease and bargaining unit employment will terminate for any of the following reasons:

- a) If an employee voluntarily quits.
- b) If an employee is discharged for just cause
- c) If an employee overstays a leave of absence or remains away from work without permission for a period of three (3) consecutive working days, unless a satisfactory reason for the absence is given.
- d) If an employee fails to report for work in accordance with a notice of recall, or within three (3) working days after registered mailing date of the notice, whichever is later, unless a satisfactory reason is given.
- e) If an employee is laid off for a period of fifteen (15) months, or for a period of time equal to their accumulated seniority, whichever is less.
- f) If an employee accepts a position within the Company outside of the bargaining unit for a period exceeding ninety (90) days.
- g) If an employee retires.

9.02 Employees must provide the Company with their address and telephone number immediately upon employment. Thereafter, employees must provide the Company with changes to their address or telephone number. This information will be provided on Company forms. Employees will retain a signed copy of this form. Failure to comply with this Article will relieve the Company of any obligation to comply with any part of this Agreement where this information is necessary for compliance.

## **ARTICLE 10 - GRIEVANCE PROCEDURE**

10.01 The purpose of this Article is to establish a procedure for the orderly and prompt settlement of all grievances.

10.02 A grievance will be defined as any complaint relating to the application, interpretation, or administration of the Collective Agreement. A grievance can be filed by the Union or the Company.

- VERBAL: Any employee having a complaint will first take the matter up with his Operations Manager (or designate) and if requested his Union Representative. If a settlement is not reached within 3 days, the grievance will be reduced to writing and

presented at Step 1 to the Assistant General Manager within seven (7) days of the event giving rise to the grievance.

- STEP 1: The grievance will be submitted, on a form to be supplied by the Union. All grievances should identify the Article(s) alleged to have been violated, the date the grievable event occurred and the relief requested. The Assistant General Manager and the Union Representative will attempt to resolve the matter. If unresolved the Assistant General Manager shall give his decision in writing within seven (7) days of receipt of the grievance, explaining why the grievance is denied.
- STEP 2: Should the Union be dissatisfied with the Assistant General Manager's decision, the Union may, within seven (7) days of receipt of the answer at Step 1, request a meeting of the Grievance Committee and the General Manager or his designated Representative. The parties shall meet within fourteen (14) days of the request for the meeting. As determined by the Union, the Union National Representative and/or President of the Local Union may be in attendance at this meeting.

10.03 The Company's decision relating to the grievance will be in writing and, if not rendered during the conference, will explain the Company's decision and be provided to the Chairperson or designate within seven (7) days of the conference.

10.04 If the Company's decision is not satisfactory to the Union, it may be referred to an arbitrator, provided written notice of the Union's intention to refer the dispute to an arbitrator is given to the Company within fourteen (14) days of the Company's decision.

10.05 A grievance alleging the unjust discharge or suspension of an employee will be processed at Step 2.

10.06 The grievance procedure outlined in this Agreement will apply equally to a grievance lodged by a group of employees. A Union policy grievance will be submitted by an authorized Union Representative of Unifor Local 222 and will be processed starting at Step 2. All grievance forms and appeal forms will be supplied by the Union.

10.07 Unless the parties agree otherwise in writing, the withdrawal or settlement of a grievance will not operate as a precedent or a prior practice for any subsequent situation.

10.08 Grievances not presented within the time limits will be waived without prejudice. Grievance not responded to within the time lines will be accepted with reasonable redress without prejudice. The parties may agree, in writing, to extend timelines by mutual consent or in extenuating circumstances. Such consent shall not be unreasonably withheld.

Policy grievances not responded to within the time limits will be processed to the next step by the moving party. The parties may agree, in writing, to extend the time limits.

- 10.09 The parties will attempt to agree on a sole arbitrator. In the event that the Union and the Company cannot agree within two (2) weeks of receipt of the above notice, either party may apply to the Minister of Labour for the appointment of an arbitrator.
- 10.10 In rendering a decision the arbitrator will be governed and limited by this Agreement's provisions, applicable law and the expressed intent of the parties as set forth in this Agreement. The arbitrator will have no authority to add to, subtract from, or modify any of the terms and provisions of this Agreement. The arbitrator's decision will be final and binding upon the parties, unless the arbitrator fails to comply with this Article.
- 10.11 The parties will each pay one-half the remuneration and expenses of the arbitrator.

#### **ARTICLE 11 - LAYOFF AND RECALL**

- 11.01 The term "layoff" will be defined as a reduction in the working force which arises from a shortage of work of one week or greater that results in the elimination of a position. The Company will give at least seven (7) days written notice of anticipated layoffs to employees and the Union.
- 11.02 In the event of a layoff, probationary employees will be laid off first. The Company will then layoff part-time employees in reverse order of seniority, followed by regular full-time employees in reverse order of seniority on a bargaining unit wide basis.
- 11.03 Employees will be recalled in the reverse order in which they were laid off provided that the employees being recalled have the qualifications and certifications to perform the work.
- 11.04 The Company will provide the Union Chairperson a copy of the layoff notices, the list of employees to be laid off or recalled, as well as copies of cancellation of layoff notices.
- 11.05 Prior to reducing the workforce under section 11.05, the Company will first return employees to their posted positions and reduce scheduled OT in the affected department.

#### **VOLUNTARY TIME OFF – VTO**

- (a) A reduction of the workforce for a period of less than one week will not be considered a layoff. In these circumstances the Company will reduce the workforce by canvassing for volunteers within the affected classification(s) and department(s), granting unpaid leave based on seniority. VTO will be offered, in order of seniority, as follows:

1. Employees working in the affected classification/department;
  2. Other employees working in the affected department.
- (b) If following the VTO procedure there remains a need to reduce the workforce further, employee(s) in the affected department(s) will be sent home, subject to Article 12.07. Employees will be sent home, in reverse order of seniority, as follows:
1. Probationary employees working in the affected department;
  2. Seniority employees working in the affected department, starting with part time employees followed by full time.

If, following VTO canvass, the Company intends to offer a subsequent VTO, the canvass will re-start at Step 1 of Article 11.05(a).

Due to training requirements, employees during their first four (4) weeks of employment and employees under the charge of a trainer are the only employees exempt from Article 11.05.

- 11.06 An employee, because of a lack of qualification or certification, who may be laid off out of line of seniority, or who may not be recalled by seniority will be given a fourteen (14) day training period to become qualified.
- 11.07 If the Company eliminates a position, the affected employee will be deemed surplus and will have the right to bump another employee in any classification shift and work schedule, provided the employee being displaced has less seniority. Similarly, the displaced employee will be entitled to exercise his seniority in the same manner. This process will repeat until an employee does not have the seniority to bump. If an employee does not have the seniority to bump, the employee will select from available vacant positions. For the purpose of this provision a vacancy is a position that has been posted and for which there were no applicants. In exercising bumping rights, if an employee elects to bump into a group of employees he or she will displace the most junior in the group. For the purpose of this provision, a "group" is defined as two (2) or more employees having the same classification, shift and work schedule.

Employees who exercise their bumping rights will be given two (2) weeks written notice before moving to their new job.

## **ARTICLE 12 - HOURS AND SCHEDULES OF WORK**

- 12.01 The regular work week will consist of five (5) consecutive days of eight (8) consecutive hours, with two (2) consecutive days off, or non consecutive days off provided one of the non consecutive days off is on the weekend. The Company may have staggered

starting times, however each regular full-time employee will have the same starting time each day of the work week.

- 12.02 Work weeks and starting times for employees will be established to meet the requirements of the Company. Starting times will be posted no later than Friday of the previous week. The first shift will start on or after 4:00am and before noon; the second shift will start on or after noon and before 8:00pm; and the third shift will start on or after 8:00pm and before 4:00am.

The above will not be construed as a guarantee of any hours of work in a day or work week.

- 12.03 Upon providing at least two (2) weeks notice to employees and the Union, the Company may alter the regular start times up to a maximum of two (2) hours. Emergency situations (power failure, acts of God, fire, computer breakdown etc.), may require a temporary change to start times. In this case, the Company will make every reasonable effort to notify affected employees at least four (4) hours before their scheduled start time.

**Employees will be provided a minimum of 48 hours' notice of shift cancellation except in the case of emergency as described above.**

- 12.04 **Full-Time** employees temporarily assigned from one shift to another will be given a minimum of **ninety-hours (96)** hours' notice prior to the reassignment. **Part-time employees temporarily assigned from one shift to another will be given forty-eight (48) hours' notice prior to reassignment.** No employee will be assigned from one shift to another more than once in a two-week period.

- 12.05 All hours worked in any work day will be consecutive. Employees will receive a thirty (30) minute paid lunch period during their shift. The lunch period will be scheduled, consistent with production requirements, in the middle of an employee's shift.

- 12.06 Employees will also receive one paid fifteen (15) minute rest period during their shift. Consistent with production requirements, this paid rest period will be scheduled in the first half of an employee's shift. The Company will not schedule the rest period within the first two (2) hours of an employee's shift, except in the case of a power outage or WMS failure. In addition, an employee who is scheduled to work daily overtime of at least two (2) hours in length will receive an additional paid fifteen (15) minute rest period.

- 12.07 An employee who reports to work without having been notified not to report for work will receive a minimum of four (4) consecutive hours of work or pay in lieu thereof.

12.08 Any employee called back to work after completion of their regular shift will receive a minimum of four (4) hours work or pay at one and one-half times (1.5x) their regular hourly wage rate.

### **ARTICLE 13 - PAY DAY**

13.01 The workweek, for payroll purposes, will consist of seven (7) consecutive days beginning with the first shift scheduled after 12:00am on Sunday and ending with the last shift beginning prior to 11:59pm on Saturday. The work day for payroll purposes is defined as a period of twenty-four (24) hours commencing with the beginning of each employees' shift.

13.02 The Company will pay all employees through weekly direct deposit.

13.03 In the event of a proven pay shortage exceeding one hundred dollars (\$100.00), the Company shall reimburse the employee the correct amount by manual check, direct deposit, or cash on the next business day. This shall not apply in instances where the employee is the root cause of the discrepancy.

#### 13.04 WAGE ADMINISTRATION

If an employee is temporarily assigned to a higher rated job classification, the employee will be paid at the higher rate of pay for all hours worked during the temporary assignment. If an employee is temporarily assigned to a lower rated job classification, the employee's rate of pay will not be reduced and he will maintain his regular rate of pay.

When a job and/or classification is introduced into the Warehouse, the Company will establish, on a temporary basis, the wage rate and/or classification, qualifications and job duties. The Company and the Union Committee will meet within five working days of the introduction of the new job. The purpose of the meeting is to attempt to reach an agreement on a permanent wage rate and/or classification. If the Union Committee and the Company cannot agree, the Union may, within 7 days of the meeting, submit a grievance starting at Step 3 of the grievance procedure. If the matter is referred to arbitration, the arbitrator's decision will be final and binding on the parties.

#### 13.05 WAGE PREMIUMS

All employees assigned as Lead Hands will receive a \$0.50 premium. This premium will be added directly to the employee's base hourly rate.

All employees assigned to the afternoon shift will receive a \$0.40/hour premium for all hours worked.

All employees assigned to the night shift will receive a \$0.50/hour premium for all hours worked.

All employees assigned to the freezer department will receive a \$0.40/hour premium for all time worked.

All employees assigned to handle freezer loads will receive a \$0.40/hour premium for one half of all time worked.

Certified MHE trainers and trainer helpers will receive a \$3.00/hour premium. The premium will be paid for all time worked training.

#### **ARTICLE 14 - OVERTIME PAY**

14.01 All hours worked in excess of eight (8) hours a day or forty (40) hours a week will be paid at the overtime rate of one and one-half times (1.5x) the employee's regular hourly wage rate. An employee who is on approved absence during his scheduled work week because of bereavement, jury duty, holiday, vacation or other approved paid leave (but excluding paid sick days) will, for the purpose of computing overtime pay, be considered as having worked during the absence.

14.02 Despite section 14.01, if an employee reports for overtime work prior to his or her regular start time and then during the course of his shift is sent home by the Company, due to a lack of available work, the employee will be paid time and one half for all time worked prior to his regular start time. (Ex. Employee reports four (4) hours early, works four (4) hours into his regular shift and is then sent home, he will be paid four (4) hours x one and one-half times (1.5) plus four (4) hours straight time).

#### **ARTICLE 15 - OVERTIME SCHEDULING**

15.01 All time worked by an employee outside of his or her regular hours of work is voluntary.

The Company reserves the right to schedule overtime in accordance with the requirements of its business. To be eligible for overtime work, an employee must have the necessary qualifications and certification(s) to perform the required work. The Company will distribute overtime using the following procedure:

##### DAILY OVERTIME

a) The Company will first offer overtime, in order of seniority, to that group of employees at work who normally perform the work required (classification/department/shift).

- b) If there are insufficient volunteers, the Company will then offer the overtime, in order of seniority, to other employees **at work** working on the same shift and in the same department.
- c) If there are still insufficient volunteers the Company will offer the overtime, in order of seniority, to other employees **at work** working on the shift.

#### EXTRA SHIFT AND EARLY START OVERTIME

- a) The Company will first offer the overtime, in order of seniority, to the group of employees who normally perform the work required (classification/department/shift) **(scheduled on the day in the case of Early Start Overtime)**.
- b) If there are insufficient volunteers, the Company will then offer the overtime, in order of seniority, to other employees outside of the normally performing group but in the same department and on the same shift **(scheduled on the day in the case of Early Start Overtime)**.
- c) If there are still insufficient volunteers, the Company will then offer the overtime, in order of seniority, to other employees on the shift **(scheduled on the day in the case of Early Start Overtime)**.

15.02 Employees will be notified at least two (2) hours prior to the end of the shift for daily overtime, except when the Company cannot provide the notice due to a power outage or WMS failure.

15.03 No employee working his regular shift will be displaced from his regular work assignment by an employee working overtime.

15.04 Employees are not permitted to exceed the daily and/or weekly maximum hours of work as set out in the Ontario ESA 2000.

15.05 Employees selected for overtime must have the qualifications and certification(s) to perform the work.

#### **ARTICLE 16 - JOB POSTINGS**

16.01 All new jobs, permanent vacancies and temporary vacancies (thirty (30) days or more) within the bargaining unit will be posted. The Company will post the new jobs or vacancies for the “notice of vacancy” period which will be from 10:00am Friday until 4:00pm the following Tuesday. There will be no posting during a week in which a Holiday occurs.



- 16.02 For the purpose of section 16.01, temporary vacancies are those openings created as a result of an absence from work, for any reason, that exceeds thirty (30) days.
- 16.03 The posted notice will identify the department, classification, position, rate of pay, start time, work schedule (including days off) and required qualifications and certification(s).
- 16.04 Employees wishing to apply for a posted job will do so through electronic bidding system (SITENET portal), which will provide a confirmation number **or by a paper posting process where equivalent information will be provided to applicants.** If an employee applies for more than one job he must identify the order of preference. Postings by the employee to other vacancies will be cancelled by his successful applicant status.
- 16.05 A successful applicant will have a seven (7) day evaluation period, provided the employee has bid to a new classification, shift or department. If the employee elects to forfeit the job within this period the employee will be returned to his former job and will not be able to bid on a new posting for a period of six (6) months.

Thereafter, the original posting will be filled by awarding the position to the next most senior applicant. Following an initial temporary posting, subsequent vacancies will be filled by upgrades from the selector pool by seniority, qualifications and certifications.

- 16.06 A notice identifying the successful applicant for the vacancy will be posted by 4:00pm on the Wednesday after the completion of the "notice of vacancy" period. When requested, the Company will provide the Union Chairperson with a list of all applicants for the posted position. The successful applicant will be the senior employee who has the necessary certification and qualifications. He will be placed in the position beginning on Sunday of the same calendar week.
- 16.07 Only the Chairperson or his designate may submit a bid on behalf of an absent employee, provided the employee gives his or her consent. A bid submitted under Article 16.06 will be final and binding on the employee and the Union. The Company will have no liability regarding the application and result of this process.
- 16.08 SHIFT SET-UP, TEMPORARY ASSIGNMENTS AND UPGRADES/DOWNGRADES:

All employees within the Reach, Loader, Receiver and Selector classifications will be permitted to state their preferred job function by department. Employees may change their stated preference on a **weekly basis by 11:59pm Saturday** to be valid the next **week**, as applicable, as follows:

1. RTO: Utility, IC Assist, Flow RTO
2. Loader: Cross Dock, Bananas, Dunnage Handler
3. Receiver

4. Selector:
  - a) Temporary assignment: Flow Selector, Recoup, Lift Assist, Lumping, Sanitation
  - b) Upgrade: RTO, Loader, Receiver

The Company will fill the Shift Structure on a daily basis by department, as required, in order of seniority, provided the employee possesses the certification and qualifications to perform the work, as follows:

1. By assigning employees in the RTO, Loader and Receiver classifications to their preferred job function within their classification.
2. By upgrading or assigning those in the Selector classification to their preferred job function within their classification (4(b) above), as determined by their stated preference. Upgrades will be done from the Selector classification only.
3. In the event temporary assignments or upgrades are required during the course of the shift, the Company will follow the same procedure as described in (1) and (2) above. It is agreed that no employee will be temporarily assigned/upgraded until they have completed their present task/order, unless directed to do so by management.

**Notwithstanding the above, Employees working within the Receiver and Loading classification will be able to state their preference to voluntarily move between these classifications when temporary assignments are available in their department.**

4. In the event further labour is required within a department, when the steps above have been completed, the Company may elect to transfer employee(s) from the Selector classification of another department into the Selector classification, **or the RTO classification of another department into the RTO classification, or the Receiver classification of another department into the Receiver classification, or the Loader classification of another department into the Receiver classification,** first by those who have indicated a preference, followed by those in reverse order of seniority. In the event subsequent temporary assignments and/or upgrades are required, such transferred employee(s) will be eligible based on their stated preferences and seniority.

**Once an employee in the RTO, Receiving, or Loading classification has been involuntarily moved from their home department to another department, they will not be involuntarily moved again during their shift to a department outside of their own.**

5. In the event work is no longer required in a given function or classification, the Company will return the employee(s) on a temporary assignment or upgrade to their posted position in reverse order of seniority. If further reductions are required, employees in the posted classification will be downgraded in reverse order of seniority. Employees posted in the classification being reduced may indicate their desire to be downgraded out of seniority order through **their stated preferences.**

Once an employee has been assigned to a preferred job or upgraded, as applicable, they will no longer be considered for further temporary assignments or upgrades throughout the shift, unless they are subsequently returned to their posted position.

When a vacancy arises that does not have a weekend day off, the Company will review the vacancy to determine if it is practical to replace the posting with a weekend day off. If the Company determines it can reconfigure the vacancy to include a weekend day off, the Union will be notified and the position will be posted.

#### **ARTICLE 17 - ADMINISTRATION OF DISCIPLINE**

- 17.01 No seniority employee will be disciplined, suspended or discharged without just cause.
- 17.02 An employee will be accompanied by an area Union Representative when called to a meeting or when interviewed in the course of any disciplinary investigation or proceeding.
- 17.03 If the Company is considering disciplinary action against an employee, the Company will set up a meeting with the employee and his Union Representative within five (5) days of the alleged infraction. The purpose of this meeting will be to notify the employee and the Union representative of the allegation being made, along with providing any applicable supporting documentation. The employee will be given an opportunity to provide their explanation to the alleged infraction. **The Company will issue the discipline during this meeting and the date the discipline is to be served. If, within 48 hours, the union provides additional or mitigating information, the company will review and determine if discipline is still warranted. Terminations or discipline for major misconduct will be effective on the date of the disciplinary meeting.**

The notice of discipline will include the disciplinary action being taken and will clearly outline the reasons for the Company's decision. A copy of this notice will be provided to the appropriate Union Representative.

The parties may, in writing, extend time limits outlined above by mutual consent or in extenuating circumstances. Such consent shall not be unreasonably withheld.

**It is understood extending time limits include circumstances where an employee is not present at work to attend the required disciplinary meeting. In these cases, timelines will be extended by one scheduled day for each scheduled day an employee misses.**

17.04 Disciplinary action will remain on an employee's record for a period of twelve (12) months from the date it was imposed. After this time it will be removed and will not be used to support further discipline.

17.05 USE OF INTERNAL SURVEILLANCE

If the Company intends to use video surveillance in a particular circumstance it will be shown to the Union Chairperson or his designate, or Union National Representative before the action is taken.

17.06 The Company reserves the right to remove an employee from the workplace, pending a disciplinary meeting, for issues of serious misconduct (Ex. assault, theft, under the influence of illegal drugs or alcohol). In this case the disciplinary meeting will be scheduled as quickly as possible following the employee's removal.

**ARTICLE 18 - LEAVE OF ABSENCE**

18.01 Upon written application, a leave of absence (LOA) of up to six (6) months without pay may be granted to an employee with seniority for valid personal or compassionate reasons. The Company will advise the employee of its answer within seven (7) days with a copy of its answer to be provided to the Union Chairperson. An employee who is granted an LOA and then, without the consent of the Company, uses the LOA for a purpose other than for which it was granted, may be subject to disciplinary action up to and including discharge.

18.02 Any employee of the Company elected or appointed to a full-time position in or temporarily assigned to the Local or National Union, Unifor, will be granted a leave of absence without pay by the Company, for a period of up to thirty six (36) months. This leave may be extended by the written mutual agreement of the parties.

18.03 The Company will grant the necessary time off, without pay or loss of seniority, to any employee designated by the Union to attend to official Union business. When reasonably possible, the Union will provide at least seven (7) days written notice to the Company. There will be no disruption of the Company's operations because of a lack of available employees.

18.04 Employees who are granted leave pursuant to this Article will continue to accrue seniority. Benefits will continue to the end of the month following the month in which the leave began.

## **ARTICLE 19 - MATERNITY, PARENTAL AND ADOPTION LEAVE**

19.01 Maternity, Parental and Adoption leave will be granted in accordance with the Ontario ESA 2000.

## **ARTICLE 20 - FAMILY MEDICAL AND RESERVIST LEAVE**

20.01 The Company will comply with all applicable provincial laws which address an employee's right to request or obtain a family medical leave of absence or any other leave mandated by provincial law.

## **ARTICLE 21 - EMERGENCY LEAVE**

21.01 Each of an employee's rights for Emergency Leave as set out in section 50 of the Ontario ESA 2000, as they existed on January 1, 2009, will be minimum requirements incorporated within this Collective Agreement. For clarity, employees will not be disadvantaged by any amendments to the ESA 2000 and this provision will prevail.

## **ARTICLE 22 - BEREAVEMENT LEAVE**

22.01 In the event of the death of a member of an employee's current immediate family, the employee will be granted a paid leave of absence as follows:

<u>Immediate family member</u>	<u>Consecutive Days</u>
Spouse	five (5)
Child (including step child)	five (5)
Sister/Brother	four (4)
Parent (including step parent)	four (4)
Grandchild	four (4)
Grandparent	three (3)
Parent of spouse	three (3)
Son-in-law/Daughter-in-law	three (3)

22.02 Bereavement leave will normally begin on the first working day immediately following the date of death unless otherwise agreed to by the Company. For justified reasons (Ex. military, religious) relating to the death of a family member, an employee may withhold the use of one (1) day of bereavement to a future date.

22.03 For each of the days that an employee is entitled to bereavement leave, he/she shall be paid his/her regular daily wages.

- 22.04 Notwithstanding 22.03, if a bereavement leave falls during an employee's scheduled vacation the employee is entitled to reschedule his or her vacation by the equivalent number of qualified bereavement days. These days will be rescheduled to dates as mutually agreed to by the employee and his or her supervisor.
- 22.05 Reasonable evidence of the death will be required by the Company before payment is authorized.

#### **ARTICLE 23 - JURY DUTY LEAVE**

- 23.01 The Company will pay the difference between the amount of money per day an employee receives while serving as a member of a jury, during the jury selection process, or as a Crown summoned/subpoenaed witness in a court proceeding, to an amount equal to eight (8) hours pay, at the employee's regular hourly wage rate.
- 23.02 To qualify for jury duty pay, an employee will be required to present evidence of time spent on jury duty.

#### **ARTICLE 24 - PAID EDUCATION LEAVE**

- 24.01 The Company agrees to pay into a special fund three cents \$0.03 per hour per employee for all compensated hours for the purpose of providing paid education leave. This paid education leave will be for the purpose of upgrading the employee skills in all aspects of trade union functions. The monies will be paid on a quarterly basis into a trust fund established by the National Union, Unifor and sent by the Company to the following address:

Unifor Paid Education Leave Program  
205 Placer Court  
Toronto, ON M2H 3H9

- 24.02 The Company further agrees that members of the bargaining unit, selected by the Union to attend courses, will be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary. This leave of absence will be intermittent over a twelve (12) month period from the first day of leave. Employees on leave of absence will continue to accrue seniority and benefits.

#### **ARTICLE 25 - HOLIDAY WITH PAY PLAN**

- 25.01 A seniority employee will be entitled to the following public holidays with pay:

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

- 25.02 In addition to the above holidays, an employee will also be entitled to one (1) personal paid holiday in each calendar year. The personal paid holiday will be granted to an employee on a day of his choosing providing request is made in writing to the Company at least two (2) weeks in advance and subject to facility operational requirements. Unused personal paid holidays cannot be carried forward to the next calendar year and will be paid out in the last pay period. It is understood, that if during the term of this Agreement, the province of Ontario grants an additional statutory holiday, the personal holiday will be converted to this new holiday.
- 25.03 Where a public holiday falls on a non-working day for an employee or in the employee's vacation, the Company will pay the employee his regular wages for the public holiday.
- 25.04 Holiday pay will be computed on the basis of eight (8) hours at the employee's regular straight time hourly rate of pay (plus shift premium if applicable). Employees who work on the holiday will be paid one and one-half times (1.5x) their regular hourly rate of pay for all hours worked plus their holiday pay.
- 25.05 If an employee is not scheduled to work on the holiday, to be eligible for holiday pay, the employee must work his entire last regularly scheduled shift before and his entire first regularly scheduled shift after the holiday, unless he has a satisfactory reason for being unable to do so. (Ex. authorized medical absence, approved leave).
- 25.06 The Company will use the extra shift overtime procedure to canvass for skeleton crew holiday work opportunities. If following this procedure there are insufficient volunteers, the balance of the shift will be filled by scheduling those employees who normally perform the work.
- 25.07 An employee, who has been scheduled to work on a holiday and then fails to report for and perform the work without satisfactory reason, will not receive pay for the holiday.
- 25.08 The number of hours required for overtime rates (forty (40) hours per week) will be reduced by the number of public holiday hours paid in that week.
- 25.09 The Company will post a notice announcing available work on a designated holiday at least seven (7) days in advance of the holiday.

#### **ARTICLE 26 - VACATION WITH PAY PLAN**

- 26.01 On January 1st of each year, each employee will be entitled to an annual vacation with pay in accordance with the following schedule. Vacations will be scheduled consistent with the operational needs of the Company.

- a) Employees with less than one (1) year seniority will receive four (4) hours of pay at their regular hourly rate for each complete month worked to a maximum of forty (40) hours.
- b) Employees with one (1) year but less than five (5) years seniority, will receive, two (2) weeks of vacation with 4% of their gross earnings.
- c) Employees with five (5) years seniority but less than ten (10) years seniority, will receive, three (3) weeks of vacation with 6% of their gross earnings.
- d) Employees with more than ten (10) years seniority, will receive, four (4) weeks of vacation with 8% of their gross earnings.

26.02 An employee's entitlement will be based upon his seniority as of December 31st of each year. An employee will be entitled to receive a greater amount of vacation pay or time if provided by the Ontario ESA 2000.

26.03 VACATION SCHEDULING

The vacation period will extend from January 1st to December 31<sup>st</sup> of each year.

- a) During the first week of October, the Company will post a general announcement on October 1<sup>st</sup> requesting employees to determine their vacation preference, if any, for the following year.
- b) Employees will identify their vacation preferences by completing a vacation request form. The form will be provided by the Company. Employees will be required to return the form to their supervisor by November 15<sup>th</sup>.
- c) The vacation schedules will be finalized and posted by December 1st.
- d) Those employees who are going to be absent at the time of the vacation scheduling must ensure that their preference, if any, is submitted in writing to the Company by November 15<sup>th</sup>.
- e) Those employees who do not submit their vacation request form by November 15<sup>th</sup> may be assigned vacation dates at the Company's discretion.
- f) Seniority in each department and shift concerned will be the determining factor in preference on the vacation schedule.
- g) The Company will allow a minimum of 5% of the employees off on vacation within each department and shift concerned on a weekly basis.



- 26.04 Vacations will not be cumulative from year to year and any unused vacation will be paid out at the end of the vacation year on a separate cheque, provided the amount is greater than sixteen (16) hours.
- 26.05 Employees can schedule vacation in eight (8) hour increments, to a maximum of eighty (80) hours, however vacations scheduled in weekly blocks will be given preference.
- 26.06 Employees will receive their vacation pay in the pay period immediately following their scheduled vacation week (pay continuation). If an employee would like to receive his vacation pay before his scheduled vacation, he must notify the Company, in writing, at least four (4) weeks before the start of the vacation. In this case, the employee will receive the vacation pay, by separate cheque, the week before his vacation.
- 26.07 For the purpose of computing vacation pay gross earnings will include T4 earnings and earnings from WSIB and WI.

#### **ARTICLE 27 - PAID SICK DAYS PLAN**

- 27.01 Each seniority employee will be eligible to earn paid sick day credits on the beginning of the first of the month following the completion of the probationary period. Specifically in each month without absences, an employee will be credited with four (4) hours of paid sick credits. These credits can accumulate to a maximum of six (6) days in the calendar year. Any unused sick credits will be paid out in the last pay period of the calendar year.
- 27.02 Absences because of negotiated or legislated time off (ie. jury duty, bereavement, emergency leave), an approved leave of absence of up to two weeks (including VTO), and lates of up to six (6) occurrences in a calendar year, will not be considered an absence for the purpose of sick day accumulation.
- 27.03 An employee will earn four (4) hours of sick day credits in a month based on the following qualifications:
1. No absences in the month.
  2. Absences that do occur covered under legislation or are negotiated including;
    - (a) Jury Duty
    - (b) Emergency Leave
    - (c) Bereavement
    - (d) Maternity Leave
    - (e) Parental Leave
    - (f) Vacation
    - (g) Paid Holidays

3. Absences that are due to a Workplace Injury or Illness – approved WSIB.
4. An approved leave of absence (including VTO's) of up to two (2) weeks.
5. Lates of up to six (6) occurrences in a calendar year.
6. The use of an eight (8) hour sick day credit.
7. Combination of worked hours and sick day credits totaling eight (8) hours in one (1) day.
8. If an employee is on a Company imposed suspension.

27.04 Employees will not be required to provide medical documentation in order to use a paid sick day unless the absence is for three (3) or more consecutive work days.

## **ARTICLE 28 - UNION REPRESENTATION**

28.01 The Union will elect or otherwise appoint, and the Company will recognize, the following Union Representatives. The allocation and jurisdiction of these Union Representatives will be the responsibility of Unifor Local 222.

Four (4) Union Stewards on Days and Afternoons, Three (3) Union Stewards on Nights

Four (4) Committeeperson (1day, 2 afternoons, 1 night)

One (1) Union Chairperson

One (1) Skilled Trade Steward

28.02 The above noted Union Representatives will be full-time employees with seniority.

28.03 The Company will further recognize the Committeepersons and the Chairperson, who together will constitute the Union Committee. This Committee will meet with the Company at least once a month. The purpose of these meetings is to discuss and resolve grievances and other matters that either party may raise.

28.04 Union Representatives will be permitted to leave their regular duties during working hours, without loss of pay or benefits, in order to conduct Union business. However, no Union Representative employed by the Company will be permitted to leave his regular duties to attend to Union business without the permission of his supervisor. This permission will not be unreasonably withheld.

28.05 The Company will recognize the Negotiating Committee which will be comprised of the Union Committee, the Skilled Trades Steward, **one (1) Clerical Department employee**, the President of Unifor Local 222 or his designate and a National Union Representative. Union Committee members, Skilled Trades Steward **and one (1) Clerical Department employee** will be compensated for all of the time lost from work in the negotiation for the renewal of the Collective Agreement. In addition the Union Committee will be paid their regular wages for eight (8) hours for the purpose of preparing for negotiations.

- 28.06 No employee or group of employees will undertake to represent the Union at meetings with the Company without the proper authorization of the Union. The Union will furnish the Company with a list of Union Representatives under Article 28.01 along with their allocation in the workplace. Should the list or allocation change, the Union will notify the Company.
- 28.07 The Company upon advanced proper notification will grant the President of the Local and National Representatives and/or other authorized Representative of the Union access to the facility providing these Representatives will not interfere with the operations of the facility.
- 28.08 The Company agrees Union representation will be proportionally increased in the event of an increase in the total number of bargaining unit employees.

#### **ARTICLE 29 - UNION BULLETIN BOARDS**

- 29.01 The Union Committee will have the use of five (5) enclosed and locking bulletin boards in the facility for the posting of Union notices. Three (3) boards will be located in the main hallway and two (2) will be located in the Dunnage building. The notices will announce Union meetings, election nominations and results, and social events.

#### **ARTICLE 30 - TECHNOLOGICAL CHANGE**

- 30.01 Technological change means the introduction by the Company of equipment, work methods, organization, or processes different in nature from that previously utilized by the Company or of any modifications to present equipment, work methods, organization, or processes, which may cause the elimination of a position or a significant modification of an employee's tasks or skills required to fulfil the requirements of the job.
- 30.02 The Company will notify the Union, in writing, of any technological change at least three (3) months prior to its implementation. The notice will provide the anticipated date of implementation, number of employees who may be affected and potential changes to the terms and conditions of work.
- 30.03 Within thirty (30) days of the notice, the parties will meet and meaningfully discuss the impact on the terms and conditions of work.

#### **ARTICLE 31 - HEALTH & SAFETY**

- 31.01 The Company, and the Union, will make every effort to comply in a timely manner with the Occupational Health and Safety Act and its Regulations as in effect on January 1st, 2009 and will continue to co-operate in the prevention of accidents and promotion of

health and safety. The parties further agree that the Occupational Health and Safety Act and Regulations in effect on January 1st, 2009 will be considered a minimum standard.

31.02 The Joint Health and Safety Committee (JHSC) will have a total of eight (8) members, four (4) representing the Union, and four (4) representing the Company. Each member of the JHSC will be certified. A Co-chair for each party will be designated. The cost of the training will be paid by the Company and the training will be provided by **a provider that is registered and authorized in Ontario.**

31.03 The JHSC will meet during regular working hours at least once each month or where meetings are required as a result of an emergency or other special circumstance (designated substitute members will be recognized). The JHSC will function in accordance with all applicable health and safety legislation and will actively promote co-operative efforts of continuously improving the health and safety of all employees of the Company. The JHSC will identify potential health and safety issues and bring them to the attention of the Company and workers. The Company must keep the JHSC informed of developments in workplace health and safety. Matters relating to ergonomics and/or environmental issues will also be considered for resolution through the JHSC. A Union representative of the JHSC will inspect the physical condition of the workplace at least once a month. The Company will post in a conspicuous place or places, the name and work location of the members of the JHSC. The Union members of the JHSC are entitled to one hour or such longer period of time as the JHSC determines is necessary to prepare for each JHSC meeting.

#### 31.04 JHSC FUNCTIONS

It is the function of the JHSC and it has power to:

- (a) Identify situations that may be a source of danger or hazard to workers;
- (b) Make recommendations to the Company and the workers for the improvement of the health and safety of workers;
- (c) Recommend to the Company and the workers of the establishment, maintenance and monitoring of programs, measures and procedures respecting the health or safety of workers;
- (d) Obtain information from the Company respecting:
  - 1. the identification of potential or existing hazards of materials, processes or equipment, and
  - 2. health and safety experience and work practices and standards in similar or other industries of which the Company has knowledge.
- (e) Obtain information from the Company concerning the conducting or taking of tests of any equipment, machine, device, article, thing, material or biological, chemical or physical agent in or about a workplace for the purpose of occupational health and safety; and
- (f) Be consulted about, and have a designated member representing workers be present at the beginning of, testing referred to in clause (e) conducted in or

about the workplace if the designated member believes his or her presence is required to ensure that valid testing procedures are used or to ensure that the test results are valid.

The Union Co-Chairperson of the JHSC will accompany government inspectors (health and safety or environment) on any workplace inspection tour. A list of appointed designates will be provided to the Company to be used in the event the Union Co-Chairperson is not available.

31.05 Time spent by members of the Committee in the course of their duties will be considered as time worked and will be paid in accordance with the terms of this Agreement.

31.06 A Union Health and Safety Representative as elected or otherwise appointed by the Union will be recognised by the Company on each shift of twenty-five (25) or more employees.

31.07 Every injury or near-miss which involved or would have involved an employee going to a doctor or hospital, and every MHE accident must be investigated. In these cases the supervisor will immediately notify JHSC. The JHSC Co-chairs or designate shall investigate the accident or incident. A report/recommendation will be provided to the Company by the JHSC.

31.08 WORK REFUSALS

A worker may refuse to work or do particular work where he or she has reason to believe that:

- (a) any equipment, machine, device or thing the worker is to use or operate is likely to endanger himself, herself or another worker;
- (b) the physical condition of the workplace or the part thereof in which he or she works or is to work is likely to endanger himself or herself or;
- (c) any equipment, machine, device, or thing he or she is to use or operate or the physical condition of the workplace or the part thereof in which he or she works or is to work is in contravention of this Act or the regulations and such contraventions is likely to endanger himself, herself or another worker.

The JHSC is a key element of a well-functioning workplace internal responsibility system. The worker must immediately tell the supervisor or Company that the work is being refused and fully explain why.

The supervisor or Company must investigate the situation immediately, in the presence of the worker and a Union representative of the JHSC.

The refusing worker must remain in a safe place near the work area until the investigation is completed. If the situation is resolved at this point, the worker will return to work. If the matter is not resolved, the worker, the Company or a JHSC member must notify a Ministry of Labour inspector. The inspector will come to the workplace to investigate the refusal by consulting with the worker, representatives of the Company and the Union representative of the JHSC.

While waiting for the inspector's investigation to be completed, the worker must remain in a safe place near the work station, unless the Company assigns some other reasonable work during normal working hours. If no such work exists, the Company can give other directions to the worker.

The inspector must decide whether the work is likely to endanger the worker or another person. The inspector's decision must be given, in writing, to the worker, the Company, and the Union representative of the JHSC. If the inspector finds that the work is not likely to endanger anyone, the refusing worker is expected to return to work.

While waiting for the inspector to investigate and give a decision on the refusal, the Company or supervisor can ask another worker to do the work that was refused. The second worker must be told that the work was refused and why. This must be done in the presence of a Union representative of the JHSC.

The Company or person acting on behalf of the Company will not,

- (a) dismiss or threaten to dismiss a worker;
- (b) discipline or suspend or threaten to discipline or suspend a worker;
- (c) impose any penalty upon a worker; or
- (d) intimidate or coerce a worker,

because the worker has acted in compliance with this Act or the regulations or an order made thereunder, has sought the enforcement of this Act or the regulations or has given evidence in a proceeding in respect of the enforcement of this Act or the regulations.

Frivolous complaints or misuse of this process may lead to discipline.

31.09 Upon advance notice, Union health and safety staff or Union consultants will be provided access to the workplace and to attend meetings of the Committee or Union Committee or for inspecting, investigating or monitoring the workplace. The Company agrees to recognize a Methods and Standards Representative who will be appointed by the National Staff Representative, for the purpose of meetings with management to review employee concerns related to individual standards performance.

- 31.10 The Company agrees that in the exercise of its right to establish and monitor reasonable standards of performance, every effort will be made to ensure that employees work safely within these standards. Employee's will not be required or allowed to work on any job or operate any piece of equipment until they have received proper, training and instruction.
- 31.11 To ensure that a job is performed safely and properly, the Company will supply all employees with the necessary tools, equipment and protective safety clothing and devices at no cost to the employee. These will be maintained and replaced, where necessary, at the Company's expense. Employees will immediately report all equipment defects to his supervisor.
- 31.12 Voluntary first aid training will be offered annually to employees on all shifts. The Company will pay the cost of the training but has the right to limit the number of employees trained on each shift, based on recommendation from the JHSC.

#### **ARTICLE 32 - INJURY ON THE JOB**

- 32.01 Employees who are injured at work and are unable to continue at their job or are sent home by the Company because of injury will be paid their regular earnings for the balance of the shift on which the injury occurred. If an employee is injured at work and requires medical treatment, the Company will pay the cost to transport the employee to a hospital or clinic, as well as the cost to transport the employee home or back to work.

#### **ARTICLE 33 - ACCOMMODATION**

- 33.01 If an employee becomes physically disabled as the result of an injury or illness and is unable to continue his job, with or without modifications, every reasonable attempt will be made to place the employee in a vacant position. It is also the intention of both parties to assist the employee to return to his regular job, wherever possible, and employees are expected to work towards this objective, consistent with their functional abilities.
- 33.02 **Whenever an employee is requested or required to attend a meeting by the company to discuss their physical limitations and/or fitness for work, the employee will be accompanied by a Union Representative. This includes meetings involving WSIB specialists.**
- 33.03 The search for suitable work will be conducted in the following order: within the classification and shift that the employee held at the time of injury, whenever possible; within other classifications and on the same shift; on alternate shifts.

33.04 In an effort to accommodate a disabled employee, when suitable work is not found using the above procedure, exceptions to the seniority provisions of the Collective Agreement may be made upon mutual agreement of the parties.

#### **ARTICLE 34 - PROTECTIVE EQUIPMENT**

34.01 Seniority employees will be reimbursed up to a maximum of \$135.00 per year, for the cost of CSA approved footwear.

Employees posted to the freezer will be eligible for the annual reimbursement upon posting and accepting a position in another department.

34.02 The Company will provide the following protective gear, at no cost to the employee. Employees assigned to the:

Grocery department – Jacket and Gloves

Perishable department – Perishable Suit (Jackets and Pants) and Gloves

Freezer Department – Freezer Suit (Jacket and Pants), Freezer Boots, Touque, Gloves and Balaclava

The Company will replace protective gear when returned due to wear or damage.

34.03 All employees who work in the refrigerated areas of the facility will be provided with a jacket or freezer suit. The Company will replace a jacket or freezer suit upon return of a damaged or worn jacket or suit.

#### **ARTICLE 35 - MISCELLANEOUS**

35.01 Employees will have supervised access to their files upon request and by appointment. With the consent of the employee, a Union Representative may be present to examine the files.

35.02 When the term days is used in this Agreement, it will mean calendar days.

35.03 The Company agrees to continue its Substance Abuse and Family Assistance Program for the life of this Agreement. Employees who are undergoing a prescribed rehabilitation process, will be eligible for benefits under the STD plan.

35.04 The parties recognize that women in the workforce may have special needs for information or services. A Women's Advocate in the workplace may be selected by the Union and will be responsible for representing these special needs.

35.05 The Company will allow employees one (1) minute of silence at 11:00 am on December 6<sup>th</sup> of each year in observance of the women killed in the Montreal Massacre.



- 35.06 The Company will allow employees one (1) minute of silence at 11:00 a.m. on April 28th of each year in observance of those workers killed on the job.
- 35.07 The Company will allow employees one (1) minute of silence at 11:00am on November 11<sup>th</sup> of each year in remembrance for the men and women who served and continue to serve our country in times of war, conflict and peace.
- 35.08 The Company will pay into a special fund \$0.01 per hour per employee for all compensated hours for the purpose of contributing to the Unifor Social Justice Fund. The Fund is a registered non-profit charity which contributes to Canadian and international non-partisan, non-governmental relief and development organizations. The monies will be paid on a quarterly basis into the fund established by its Board of Directors and sent by the Company to the following address:

Unifor Social Justice Fund  
205 Placer Court  
Toronto, Ontario M2H 3H9

- 35.09 Independent Medical Examination – If the Company has valid reasons to question an employee’s medical fitness for work, the Company can request an employee attend an Independent Medical Examination (IME). The IME will be at the Company’s expense.
- 35.10 The Company will advise the Union Committee of significant changes to the Engineered Labour Standards (ELS) and the date on which they will become effective. This information will be provided to the Union at least fourteen (14) days prior to the implementation of the changes. The Union, if it so elects, may retain an Industrial Engineer at their expense, to perform a review of the ELS at a time to be scheduled by mutual agreement between the parties.
- 35.11 Unused vacation pay or sick credits will be paid out at the end of the calendar year: The Company will deposit these monies directly into an employee’s Company sponsored RRSP provided the Company is notified by December 1st, and the employee has the available RRSP room in accordance with the Canada Revenue Agency (CRA). These deposits are not subject to a Company match.

#### **ARTICLE 36 - DURATION OF AGREEMENT**

- 36.01 The Agreement will be effective from February **27**, 2019 through February **13**, 2022. Either party will be entitled to give notice in writing to the other party as provided in the Labour Relations Act of its desire to bargain with a view to the renewal of the expiring Collective Agreement at any time within a period of ninety (90) days before the expiry date of the Agreement. Following such notice to bargain the parties will meet within fifteen (15) days of the notice or within such further period as the parties mutually agree upon.

36.02 This agreement will remain in full force and effect until a new Agreement is reached or the parties have completed the conciliation procedure of the Ontario Labour Relations Act, whichever comes first.

36.03 It is agreed that during the course of bargaining, it will be open to the parties to agree in writing to extend this Agreement beyond the expiry date of the **13th** day of February **2022**, for any stated period acceptable to the parties and in accordance with the Labour Relations Act.

#### **ARTICLE 37 - APPENDICES**

37.01 Attached and forming part of this Agreement are the following appendices:

Appendix "A" – Classifications and Wages

Appendix "B" – Pension and Benefits

Appendix "C" – Part-time Employees

Appendix "D" – Skilled Trades

Appendix "E" – **Clerical Department**

**Appendix "F" – Letters of Agreement**

## **APPENDIX "A" - CLASSIFICATIONS AND WAGE RATES**

### **Full-time Warehouse/Sanitation/Lumping Employees:**

All active Full-Time employees in the Warehouse, Sanitation and Lumping Classification who did not receive a raise when the company increased the start rate in February 2018 shall receive a \$2000 signing bonus within 2 weeks of the date of ratification.

All active Full-Time employees in the Warehouse, Sanitation and Lumping Classification at start rate, or who did receive a raise when the company increased the start rate in February 2018, shall receive a \$500 signing bonus within 2 weeks of the date of ratification.

### **Full-time End Rate Warehouse/Sanitation/Lumping Employees:**

Effective February 24, 2019 - \$0.50 wage increase

Effective February 9, 2020 – \$0.75 wage increase

Effective February 14, 2021 - \$0.75 wage increase

### **Full-time Maintenance Department Employees:**

Effective February 24, 2019 - \$2.30 wage increase

Effective February 9, 2020 - \$0.75 wage increase

Effective February 14, 2021 - \$0.75 wage increase

### **Full-time Maintenance Department Employees:**

The current maintenance colleague with an electrician license and the two (2) current maintenance colleagues with a mill wright license will receive a \$1.00 per hour premium.

### **Full-time Clerical Department Employees:**

All active Full-Time employees in the Clerical department earning between \$21.50 and \$23.40 per hour as of the date of ratification will move to \$24.15 effective Sunday February 24, 2019. These employees will also receive a \$750.00 signing bonus within 2 weeks of the date of ratification.

All active Full-time employees in the Clerical department earning \$24.15 per hour as of the date of ratification shall receive a \$500.00 signing bonus within 2 weeks of the date of ratification.

Effective February 9, 2020, all active Full-Time employees in the Clerical department earning \$24.15 per hour will receive a two (2) percent lump sum based on the following calculation:  
 $\$24.15 * 2080 \text{ Hours} * \text{two (2) percent} = \$1004.64$

Effective February 14, 2021, all active Full-Time employees in the Clerical department earning \$24.15 per hour will receive a two (2) percent lump sum based on the following calculation:  
 $\$24.15 * 2080 \text{ Hours} * \text{two (2) percent} = \$1004.64$

**Full-Time Clerical Department Employees:**

All active Full-Time employees in the Clerical department earning less than \$21.50 per hour as of the date of ratification shall receive a \$2000 signing bonus within 2 weeks of the date of ratification.

**Part-Time Employees:**

All active Part-Time employees shall receive a \$500 signing bonus within 2 weeks of the date of ratification.

<b>Appendix "A"</b>					
<b>Full-Time Classifications &amp; Rates of Pay</b>					
<b>Classification - Warehouse</b>					
<u>Hours</u>	<b>Current</b>	<b>Feb-19</b>	<b>Feb-20</b>	<b>Feb-21</b>	
Start Rate	\$19.00	\$19.00	\$19.00	\$19.00	
12 Months	\$20.00	\$20.00	\$20.00	\$20.00	
24 Months	\$20.91	\$20.91	\$20.91	\$20.91	
36 Months	\$22.05	\$22.05	\$22.05	\$22.05	
48 Months	\$24.15	\$24.65	\$25.40	\$26.15	
<b>Classification - Sanitation</b>					
<u>Hours</u>	<b>Current</b>	<b>Feb-19</b>	<b>Feb-20</b>	<b>Feb-21</b>	
Start Rate	\$15.44	\$15.44	\$15.44	\$15.44	
12 Months	\$17.75	\$17.75	\$17.75	\$17.75	
24 Months	\$21.65	\$22.15	\$22.90	\$23.65	
<b>Classification - Lumping</b>					
<u>Hours</u>	<b>Current</b>	<b>Feb-19</b>	<b>Feb-20</b>	<b>Feb-21</b>	
Start Rate	\$17.54	\$18.04	\$18.79	\$19.54	
<b>Classification - Mechanic</b>					
<u>Hours</u>	<b>Current</b>	<b>Feb-19</b>	<b>Feb-20</b>	<b>Feb-21</b>	
Start Rate	\$33.78	\$36.08	\$36.83	\$37.58	
<b>Classification - Clerical</b>					
<u>Hours</u>	<b>Current</b>	<b>Feb-19</b>	<b>Feb-20</b>	<b>Feb-21</b>	
0	\$17.00	\$17.00	\$17.00	\$17.00	
2000	\$18.00	\$18.00	\$18.00	\$18.00	
4000	\$19.00	\$19.00	\$19.00	\$19.00	
6000	\$20.00	\$20.00	\$20.00	\$20.00	
8000	\$20.75	\$20.75	\$20.75	\$20.75	
10000+	\$21.50	\$24.15	\$24.15	\$24.15	

The Company may, from time to time, introduce, modify and/or eliminate an incentive program. Any program would be in addition to the prevailing wage progression scales.

The Company will maintain the current incentive programs for the lifetime of the Collective Agreement, (Utility, Lift Assist, IC Assist, Bananas, X-Dock) with the exception of the Productivity incentive which will be applied as discussed during negotiations. The Company will circulate a memo to all employees following ratification with Productivity incentive details.

- All employees assigned to the afternoon shift will receive a (\$0.40/hour) premium.
- All employees assigned to the night shift will receive a (\$0.50/hour) premium.
- All wage upgrades are effective the beginning of the first pay period following the identified dates above.
- An employee will have the option to have the Company deposit the signing bonus into a personal RRSP.

## **APPENDIX “B” - EMPLOYEE BENEFITS**

### **TUITION REIMBURSEMENT PROGRAM**

The Company agrees to continue its Tuition Reimbursement Program for the life of the Agreement.

The Company’s Tuition Reimbursement Program is available to all seniority employees and will provide tuition assistance to an annual maximum of \$4000.00 for eligible employees who have successfully completed the approved course(s).

### **GROUP RETIREMENT SAVINGS PLAN**

All seniority employees are eligible to be enrolled in the Company Group Retirement Savings Plan which will be continued for the life of the Agreement. Employees are eligible for enrollment on the first day of the month immediately following the month the employee completes the probationary period.

The Plan provides for a matching employee/Company contribution as follows:

Less than 1 year service	Voluntary employee contributions only.
1 year but less than 5 years’ service	Company will match to a maximum of 3%.
5 years’ service or more	Company will match to a maximum of 3.5%.

Employees may also make additional voluntary RRSP contributions above the maximum. These contributions will not be matched by the Company.

Employees are responsible for ensuring total contributions to the RRSP are within the tax deductible limits set by Canada Customs and Revenue Agency.

If an employee withdraws any amount from his or her employee/Company matched portion, the Company will suspend its contribution for a period of one year. Employees are responsible for the tax implications of a withdrawal.

The Company will include contribution amounts on employee’s annual T4s.

The Company will pay all administration fees for the plan. Investment management fees charged by the invested funds are deducted directly by the funds.

### **BENEFIT PLAN**

All seniority employees will be enrolled in the Company Health Care Plan and this plan will be continued for the life of the Agreement. Modifications to the plan may only be made by the

mutual agreement of the parties. The Company may change insurance providers, so long as there is no change in benefit levels. If there is a change in providers, the Company will advise the Union. The Company will pay the full premium cost of the benefit plan.

## HEALTH CARE PLAN SUMMARY

### **Eligibility**

**Plan E:** Employees are eligible effective the first day of the month immediately following the month the employee completes the probationary period.

**Plan F:** Employees who have completed twelve (12) months of benefit plan coverage and have selected option 2.

**Plan G:** Employees who have completed twelve (12) months of benefit plan coverage and have selected option 3.

**Plan H:** Employees who have completed twelve (12) months of benefit plan coverage and have selected Health Care Spending Account.

### **Monthly employee co-payments**

There are no monthly co-payments for employees enrolled in plans E, F, or H.

Employees enrolled in Plan G are required to pay \$50.00 per month (single coverage) or \$100.00 per month (family coverage).

### **Life Insurance (Plan E, F and G)**

Basic Life: Two (2) times annual earnings, reduced by 50% at age 65.

Termination: at retirement.

Optional Employee Life: \$10,000 increments to maximum of \$250,000.

Dependent Life: \$10,000 increments to maximum of \$250,000.

Optional Dependent Life: \$10,000 increments to maximum of \$250,000.

### **Accidental Death and Dismemberment (Plan E, F and G)**

Basic AD&D: Two times annual earnings, reduced by 50% at age 65

Termination: at retirement.

### **Weekly Indemnity (Plan E, F and G)**

Benefit Rate: 66.67% of weekly earning to a maximum of \$1000 (Plan G, 70%)

Waiting Period: seven (7) calendar days for accident or illness, 1<sup>st</sup> day hospitalization.

Maximum Benefit: fifteen (15) weeks of continuous disability (17 if hospitalized).

Termination: earlier or age 70 or retirement.

### **Long Term Disability (Plan E, F and G)**

Benefit Rate: 67% of first \$4500 of monthly earnings, plus 50% of remainder to a maximum of \$8200

Waiting Period: 119 days

Maximum Benefit Period: to age 65 or to a max of twelve (12) months if beginning 64<sup>th</sup> year.

Premium Costs: Company paid



Termination: earlier of age 65 or retirement.

**Extended Health (Plan E, F and G)**

Hospital: semi-private

Nursing care: \$25,000 per calendar year

Eligible Professional Services: \$500 per five calendar years.

Hearing Aids: \$500 per five calendar years

Out of Province: yes

**Prescription Drugs (Plan E, F and G)**

80% reimbursement, except plan G at 100%

**Vision Care (Plan F and G)**

Basic Benefit: \$250 every 24 months, those under 18 every 12 months.

Additional: \$500 lifetime for laser surgery

Eye Exam: once every 24 months, those under 18 every 12 months

**Dental Coverage (Plan E, F and G)**

Deductible: none

Annual Maximum: E = \$750; F and G = \$1500

Basic: 80% for basic and supplementary, except plan G at 100%

Major Restorative: 50% (plan F and G)

Orthodontic: (Level 5): 50% (plan F and G), with a lifetime maximum of \$3500.

Fee Guide: current

Termination: age 70 or retirement

Important Note: The above is a summary of benefits. Always refer to your benefit handbook or health care policy manual and contact your health care provider for full benefit plan information, including eligibility and extent of coverage.

## **APPENDIX “C” - PART TIME EMPLOYEES**

The parties agree to the following provisions which provide for the terms and conditions of employment of part time employees.

1. Part-time employees are entitled to all rights and benefits of this Collective Agreement, unless specifically abridged by this Appendix “C”.
2. Part-time employees will not normally work more than thirty-two (32) hours per week and the use of part-time employees will be capped at 20% of regular scheduled full time hours. It is agreed that the provisions of Articles 12.01 and 12.03 will not apply.
3. The replacement of a regular full time employee due to absence for any reason, will not be used in the calculation of the 20% cap.
4. Part-time employees will be regarded as probationary employees for the first 480 worked hours of their employment. They will be maintained on a separate seniority list from full-time employees, however full time employees will be considered senior to part-time employees.
5. Part-time employees will be entitled to vacation and holidays in accordance with the Ontario ESA 2000.
6. Part-time employees may only be utilized by the Company in the “General Warehouse Selector”, or “Lumping” classification.
7. The Company will not utilize part-time employees in a manner that would cause to displace any regular full time position or employee.
8. Part-time employees will be given first opportunity for full time employment based upon seniority.
9. Part-time employees will be eligible for overtime after full time employees have been exhausted in accordance with Article 15.
10. It is agreed that Article 22.01 is amended to provide four, three or two days paid bereavement leave, as applicable.
11. It is agreed that Article 27 does not apply to part-time employees.
12. Part-time employees are not eligible for Benefits under Appendix “B”, with the exception of the Group Retirement Savings Plan.

- 13. Part time employees will be paid the Full Time start rate in the respective classification they are assigned to.**
14. It is agreed that if part-time employees work an average of thirty-five (35) hours or greater in any rolling twelve (12) week period, the employee will be re-classified to a regular full time employee.

## **APPENDIX “D” - MAINTENANCE**

The Company will continue to employ a minimum of six (6) refrigeration “B” skilled trades for the life of this Collective Agreement.

It is agreed that for the purpose of the lay-off and recall provisions of Article 11, employees in the Maintenance Department, will have seniority lay-off, recall, and job posting rights solely within their own classification as set out in Schedule “A”.

Employees in the maintenance classifications will remain on the current twelve (12) hour shift schedule pattern and will be paid for break and lunch periods, in accordance with the hours of work provisions of this Agreement. **Employees working twelve (12) hour shifts will rotate between days and nights every two (2) weeks.**

The Company will pay the full cost of any licensing upgrades, renewals or new licenses, which may be required by either Company policy or government legislation during the life of this Agreement.

Provisions of the Collective Agreement providing for paid time off including, holiday pay, sick days, bereavement and jury duty will be paid based upon a twelve (12) hour work day. Sick day pay may accumulate to a maximum of seventy-two (72) hours.

Call in pay and call back pay provisions (Article 12.07 and 12.08) will be amended to provide for a minimum of six (6) hours work or pay.

Employees in the maintenance department who are regularly scheduled to work on a day in which a statutory holiday falls will provide the Company a minimum of two weeks’ notice that they wish to take the statutory holiday off. In such cases, the Company will offer the applicable shift to existing employees in the Maintenance department who are not regularly scheduled on that day.

**Overtime will first be offered to those employees at work when the overtime is required. If the company still requires overtime to be performed, they will offer it to those employees who are not at work on a rotational basis.**

**Employees in the Maintenance Department will have the opportunity to select up to two (2) weeks vacation between the months of June through August. It is understood such selections will be made by seniority within the Maintenance Department. Once a week has been selected, it shall be removed from selection. It is understood a maximum of twelve (12) weeks are available for selection.**

## **APPENDIX “E” – CLERICAL DEPARTMENT**

E.1 The following provisions of the collective agreement shall apply to Receiving Clerks, Inventory Control, and Bus Driver (The Clerical Department):

ARTICLE 1 - PURPOSE AND RECOGNITION

ARTICLE 2 - UNION SECURITY AND DUES CHECK-OFF

ARTICLE 3 - MANAGER'S RIGHTS

ARTICLE 4 - BARGAINING UNIT WORK

ARTICLE 5 - STRIKES AND LOCKOUTS

ARTICLE 6 - NO DISCRIMINATION OR HARASSMENT

ARTICLE 7 - WORKPLACE HARASSMENT

ARTICLE 9 – LOSS OF SENIORITY

ARTICLE 10 – GRIEVANCE PROCEDURE

ARTICLE 17 – ADMINISTRATION OF DISCIPLINE

ARTICLE 18 – LEAVE OF ABSENCE

ARTICLE 19 – MATERNITY, PARENTAL AND ADOPTION LEAVES

ARTICLE 20 – FAMILY MEDICAL AND RESERVIST LEAVE

ARTICLE 21 – EMERGENCY LEAVE

ARTICLE 22 – BEREAVEMENT LEAVE

ARTICLE 23 – JURY DUTY LEAVE

ARTICLE 24 – PAID EDUCATION LEAVE

ARTICLE 29 – UNION BULLETIN BOARDS

ARTICLE 30 – TECHNOLOGICAL CHANGE

ARTICLE 32 – INJURY ON THE JOB

ARTICLE 33 – ACCOMMODATION

ARTICLE 35 – MISCELLANEOUS

ARTICLE 36 – DURATION OF AGREEMENT

E.1 The following provisions of the collective agreement shall apply to Receiving Clerks, Inventory Control, and Bus Driver (The Clerical Department):

### ARTICLE 8 – Seniority

E8.01 - It is understood that the Warehouse and the Clerical Department operate as separate and distinct seniority groups and no movement of employees between those departments will occur.

E8.02 - The Company recognizes the principle of seniority which is to give employees an equitable measure of security based on length of service with the Company.

E8.03 - Seniority is defined as an employee's most recent period of continuous service with the Company. Seniority will be established and maintained, on a bargaining unit wide basis, for all employees in the bargaining unit.

E8.04 - All employees' names will appear on a seniority list as of their date of hire. This list will be revised every month and posted on plant notice boards. A copy of this list will be given to the Union Chairperson.

E8.05 - Seniority will be the determining factor for layoff, permanent reduction of the work force, recall, bumping, temporary transfers, job postings and for any other purpose as determined by the subject of the provisions of this Agreement.

E8.06 - Employees will be regarded as probationary employees for the first 480 worked hours of their employment. Seniority will start from the first date of hire and the employee's name will appear on the seniority list in order of the respective date of hire. During the probationary period the Company will have the right to discharge an employee without just cause provided the discharge was not arbitrary, discriminatory or in bad faith. Probationary employees will not be eligible for any fringe benefits unless mandated by law or unless otherwise provided by the specific terms of this Agreement. (A probationary employee will be eligible for health care benefits beginning on the first day of the month following the month in which he or she completes the probationary period.)

E8.07 - Employees hired on the same day will have their seniority standing determined by alphabetical order of their last name, on the date of hire, with "a" being the most senior. The status of an employee's seniority will not change because of a name change.

E8.08 - Should a Warehouse employee apply and be the successful candidate (as determined by the company) for a position in the Clerical Department, their seniority date within the Clerical Department seniority group shall be defined as the first day worked in their new position. If a warehouse employee accepts a position offered by the Company within the Clerical Department, seniority rights within the warehouse shall cease after a period of thirty (30) days within the Clerical Department.

#### ARTICLE 11 – LAYOFF AND RECALL

E11.01 The language in Article 11.02 referring to Bargaining Unit Wide shall not include The Clerical Department. The Clerical Department will follow the same process outline in Article 11 within their seniority group in the event of layoff/recall.

#### ARTICLE 12 – HOURS AND SCHEDULES OF WORK

12.02, 12.03, 12.04, **12.05**, 12.07, 12.08 shall apply to The Clerical Department

E12.01 –

The regular work week will consist of five (5) consecutive days of eight (8) consecutive hours or four (4) consecutive days of ten (10) consecutive hours.

Job postings with five (5) consecutive days of eight (8) consecutive hours will have two (2) consecutive days off, or non-consecutive days off provided one of the non-consecutive days off is on the weekend.

Job postings with four (4) consecutive days of ten (10) consecutive hours will have three (3) consecutive days off, or non-consecutive days off provided one of the non-consecutive days off is on the weekend.

The Company may have staggered starting times, however each regular full-time employee will have the same starting time each day of the work week.

**E12.06 - Employees will also receive one paid fifteen (15) minute rest period (two (2) paid fifteen (15) minute rest periods in the case of an employee working four (4) ten (10) hour shifts) during their shift. Consistent with production requirements, this paid rest period will be scheduled in the first half of an employee's shift. The Company will not schedule the rest period within the first two (2) hours of an employee's shift, except in the case of a power outage or WMS failure. In addition, an employee who is scheduled to work daily overtime of at least two (2) hours in length will receive an additional paid fifteen (15) minute rest period.**

#### ARTICLE 13 – PAY DAY

13.01, 13.02, 13.03, 13.04 shall apply to The Clerical Department

#### **E13.05 -**

**All employees assigned to the afternoon shift will receive a \$0.40/hour premium for all hours worked.**

**All employees assigned to the night shift will receive a \$0.50/hour premium for all hours worked.**

#### ARTICLE 14 – OVERTIME PAY

E14.01 - All hours worked in excess of eight (8) hours a day (ten (10) hours a day in the case of an employee on a four (4) ten (10) hour shift structure) or forty (40) hours a week will be paid at the overtime rate of one and one-half times (1.5x) the employee's regular hourly wage rate. An employee who is on approved absence during his scheduled work week because of bereavement, jury duty, holiday, vacation or other approved paid leave (but excluding paid sick days) will, for the purpose of computing overtime pay, be considered as having worked during the absence.

E14.02 - Despite section E14.01, if an employee reports for overtime work prior to his or her regular start time and then during the course of his shift is sent home by the Company, due to a lack of available work, the employee will be paid time and one half for all time worked prior to

his regular start time. (Ex. Employee reports four (4) hours early, works four (4) hours into his regular shift and is then sent home, he will be paid four (4) hours x one and one-half times (1.5) plus four (4) hours straight time).

#### ARTICLE 15 – OVERTIME SCHEDULING

Applies to The Clerical Group as its own separate seniority group.

Amend – “No employee will be required to work more than ten (10) hours in any one day.”

To “No employee will be required to work more than ten (10) hours in any one day in the case of an employee working five (5) days of eight (8) hours and twelve (12) hours in any one day in the case of an employee working four (4) days of ten (10) hours.”

#### ARTICLE 16 – JOB POSTINGS

E16.01 - All new jobs, permanent vacancies and temporary vacancies (thirty (30) days or more) within The Clerical Department will be posted. The Company will post the new jobs or vacancies for the “notice of vacancy” period which will be from 10:00am Friday until 4:00pm the following Tuesday. There will be no posting during a week in which a Holiday occurs.

E16.02 – For the purpose of section E16.01, temporary vacancies are those openings created as a result of an absence

E16.03 – The Posted notice will identify the department, classification, position, rate of pay, start time, work schedule (including days off) and required qualifications and certifications(s).

E16.04 – Clerical Department Postings will first be offered by seniority within the required classification (Receiving Clerk, Inventory Control, Bus Driver) by seniority. Should there be insufficient volunteers within the classification for the required posting, Clerical Department employees outside the required classification wishing to apply for a posted job will do so through the electronic bidding system (SITENET portal), which will provide a confirmation number. If an employee applies for more than one job they must identify the order or preference. Postings by the employee to other vacancies will be canceled by his successful applicant status.

Should there be no successful applicants for a posting from the Clerical Department, the Company will have the sole discretion during the hiring process to fill these postings by selecting a candidate from outside the Distribution Centre or from any potential applications within the Distribution Centre.

E16.05 – A notice identifying the successful applicant for the vacancy will be posted by 4:00pm on the Wednesday after the completion of the “notice of vacancy” period. When requested, the Company will provide the Union Chairperson with a list of all applicants for the posted



position. The successful applicant will be the senior employee who has the necessary certification and qualifications. He will be placed in the position beginning on Sunday of the same calendar week.

E16.06 - Only the Chairperson or his designate may submit a bid on behalf of an absent employee, provided the employee gives his or her consent. A bid submitted under Article 16.06 will be final and binding on the employee and the Union. The Company will have no liability regarding the application and result of this process.

E16.07 –

The Clerical Department will consist of the following Classifications:

- Receiving Clerk
- Inventory Control
- Bus Driver

The Company may assign employees from one classification to another based on business needs. In the event the company needs to assign an employee from one classification to another classification, the Company will ask qualified volunteers within one classification in order of seniority to move to another classification. Should there be insufficient volunteers, the company will assign the most junior employee within the classification with the qualification to perform the work.

#### ARTICLE 24 – PAID EDUCATION LEAVE

24.02 shall apply to The Clerical Department

#### ARTICLE 25 – HOLIDAY WITH PAY PLAN

25.01, **25.02**, 25.03, 25.04, 25.05, 25.06, 25.07, 25.08, 25.09 shall apply to the Clerical Department

#### ARTICLE 26 – HOLIDAY WITH PAY PLAN

**Applies to the Clerical Department except for Article 26.03 g).**

**The Company will allow one (1) clerical department employee per classification per shift to schedule their vacation on a weekly basis.**

#### ARTICLE 27 – PAID SICK DAYS PLAN

**Shall apply to the Clerical Department**

ARTICLE 28 – UNION REPRESENTATION

Add 1 Clerical Group Shop Steward per Shift to existing language in 28.01

ARTICLE 31 – HEALTH & SAFETY

Add 1 Union representative and 1 Company Representative to existing language in 31.02

ARTICLE 34 – PROTECTIVE EQUIPMENT

34.01, 34.03 shall apply to The Clerical Department

ARTICLE 37 – APPENDICES

Add Appendix “E” - Receiving Clerks, Inventory Control, Bus Driver

Amend current Appendix “E” to Appendix “F”

LETTERS OF UNDERSTANDING

Shall Apply to the Clerical Department

Part-Time

Appendix C

1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 14 Shall Apply to the Clerical Department

## LETTER OF AGREEMENT - UNION ADMINISTRATION

February 27, 2019

Tom Dattilo  
National Representative, Unifor

Dear Mr. Dattilo,

The parties, **Loblaw's Distribution Centre Ajax** and Unifor and its Local 222, agree to the following provisions for Union administration:

1. The Union Chairperson and **four (4)** Committeepersons (1 on Day Shift, 2 on Afternoon Shift, and 1 on Night Shift) shall be granted the full time of their shift with pay to perform their functions under the terms of this Collective Agreement and the Union Chairperson shall be paid by the Company at a rate of the **Maintenance Classification (\$36.08 effective February 24, 2019, \$36.83 effective February 9, 2020, \$37.58 effective February 14, 2021)**. All overtime must be pre-authorized by the Company which will not be unduly refused. The Union Committee will be returned to their posted classification and shift upon leaving office.

**The four committeepersons will be paid \$3.00 over and above the warehouse rates (\$27.65 effective February 24, 2019, \$28.40 effective February 9, 2020, \$29.15 effective February 14, 2021).**

**It is understood the Company will not be obligated to backfill these positions except for absences related to leave paid for by the union.**

2. The Company and Union recognize the Full-time Union Representatives have responsibilities under the collective agreement, the Ontario Labour Relations Act, the Unifor constitution and Local Union by-laws.

The Union agrees in and with consideration of the above mentioned responsibilities, it is not the intent of the union to rely solely on stewards to administer the collective agreement. As their duties permit, full-time Union Representatives will also perform duties as related to the administration of the collective agreement.

**The Company will not dictate the duties of Union Representatives in administrating the collective agreement.**

Any claim of abuse by either the Company or the Union will be dealt with by the Unit Chairperson and the General Manager.

3. The Company agrees that during a new hire's first two weeks of employment the Chairperson or his Full-time Union Representative will be allowed twenty (20) minutes, to advise the new employee(s) of the responsibilities and duties of the Union and his membership within the Union.

Authorized for the Union

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Tom Dattilo

Authorized for the Company

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Lee Jones

## LETTER OF AGREEMENT - EXPEDITED JOB POSTING

February 27, 2019

Tom Dattilo  
National Representative, Unifor

Dear Mr. Dattilo,

During 2013 negotiations the parties had extensive discussions about events that could have a significant impact on staffing levels at the Ajax Distribution Centre. Examples include the addition of new business or Warehouse realignment. In these situations the Expedited Job Posting Process may be implemented based on the following:

1. The Expedited Job Posting Process will only be implemented by written mutual agreement between the Company and the Union. Neither party will arbitrarily withhold consent.
2. The Company will make a copy of the shift structure. The structure will include all current and new jobs (if applicable) within the warehouse. This list will be posted for a period of one (1) week.
3. The Company will give each employee the Expedited Job Preference Form. An employee who wants to remain in his or her current job will indicate this on the form and he or she will not be impacted by this process.
4. If an employee would like to apply for another job, he or she will be required to rank their job preference in numerical order.
5. Absent Employees (i.e: WI, LTD, LOA, WSIB, etc.) may participate in the Expedited Job Posting by completing an Expedited Job Preference Form or through Article 16.06.
6. If an employee does not complete an Expedited Job Preference Form, he or she will be deemed to have chosen to remain in their current job.
7. Upon receipt of posting selections, the Company and the Union will jointly administer the process over a period of one (1) week. All jobs that become available (vacated) will be filled in order of seniority. The results of the Expedited Job Posting will be posted in the warehouse for a period of one (1) week. During this period employees will have the opportunity to review the results and identify errors, if any. After this time, the results are final.

8. The Company will give all employees transferring into new jobs a minimum of two (2) weeks' notice before the changes become effective. The Company reserves the right to stage the transition.
9. Article 16.01 (concerning the number of bids) and 16.04 (evaluation period) will not apply to the Expedited Job Bid Process.
10. The process will not be used to resolve job reductions. If there are job reductions they will be resolved through Article 11 (Layoff, Recall and Bumping) prior to the start of the Expedited Job Bid Process.
11. The Company may automate this process through the use of SITENET or other electronic means. This may create some variation of the procedure described above, but will not reduce the prescribed time lines or notice of job change.
12. If there are any unforeseen issues with the administration of this process, the Company and Union will meet as soon as possible in an effort to resolve the concerns.

Authorized for the Union

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Tom Dattilo

Authorized for the Company

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Lee Jones

## LETTER OF AGREEMENT - EXPEDITED MED/ARB PROCESS

February 27, 2019

Tom Dattilo  
National Representative, Unifor

Dear Mr. Dattilo,

Recognizing that there are times when an expedited arbitration may be desirable (with the exception of policy grievances), either party may exercise its option to use the following process as a substitute for the formal arbitration procedure outlined in Article 10 of the Collective Agreement.

1. The factors to be considered in arriving at such an agreement include, but are not limited to:
  - (a) Significance or consequence of matter in dispute
  - (b) Willingness to mediate or arbitrate
  - (c) Limits to use jurisprudence
  - (d) Issues of prejudice and precedent
  - (e) The number of cases to be heard
  - (f) Evidence/Facts in dispute
  - (g) Remedy sought
2. The outcome will be binding on the parties and the affected employees.
3. Each party will be responsible for one-half of the fees and expenses of the mediator-arbitrator.
4. A minimum of **five (5)** dates will be set by the Company and the Union within the first two weeks of January for applicable grievances to be heard through this process.
5. No legal counsel will be used by either party.
6. Whenever possible, the parties will submit an agreed statement of facts to the mediator-arbitrator at least two (2) days prior to the hearing date.
7. Whenever possible, the arbitrator will attempt to mediate a settlement between the parties.
8. If the parties reach a settlement through mediation, the terms of settlement will be in writing and signed by the parties. The mediator-arbitrator may assist the parties with this process as may be required.

9. The number of cases to be heard at any single hearing date will not exceed four (4) grievances unless the parties mutually agree to hear more. An agreed schedule for the process will be arranged in advance, based on a mutual assessment of the length of time needed to present each case.
10. General rules of evidence will be waived except for the rule of “onus”.
11. No arbitrator will have the authority to change, alter or amend the terms of the Collective Agreement.
12. The offices of Unifor Local 222 and **Loblaw’s Distribution Centre Ajax** (500 Bayly St. East) will be used for this process on an alternating basis starting with the Company offices.
13. **Procedure Guidelines**
  - (a) The Opening Statement: This should briefly but clearly, set out the case from each party’s perspective. The arbitrator will seek to define the matter in dispute, including disputes with respect to evidence.
  - (b) Mediation: Representatives from the parties will accept responsibility at this stage to assist the arbitrator in assessing the evidence and suggesting weight in matters of contradictory evidence or credibility issues. These discussions are without prejudice should the parties continue in a hearing.
  - (c) The Hearing: In the event a hearing is necessary, witnesses should be kept to a minimum but sufficient to illustrate the key elements of the grievance, including any conflicting evidence.
  - (d) The Argument: Unless otherwise mutually agreed, the parties will not cite legal precedents but may refer to authorities such as Brown and Beatty, Palmer, etc. However, it is imperative that the relevant provisions of the Collective Agreement be canvassed to ensure that all relevant provisions are put before the mediator-arbitrator.
  - (e) The Decision: If mediation fails or is not appropriate and if the decision can be rendered verbally after a short deliberation, the arbitrator will do so. In this case the arbitrator must write a decision which will be brief, but clearly describe the reasons for the decision.



14. The Mediator/Arbitrator listed below will be selected based upon mutual agreement.

Arbitrators

Gerald Charney

Janice Johnston

Marilyn Silverman

Authorized for the Union

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Tom Dattilo

Authorized for the Company

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Lee Jones

**LETTER OF AGREEMENT - ADMINISTRATION OF SECTION 9.01 (F)**

February 27, 2019

Tom Dattilo  
National Representative, Unifor

Dear Mr. Dattilo,

The parties, **Loblaw's Distribution Centre Ajax** and Unifor and its Local 222, agree an employee can exercise his or her rights under this section only once during the term of this Agreement. In addition, during the 9.01 (f) ninety (90) day period, an employee working in a managerial capacity will not be responsible for imposing or issuing discipline to bargaining unit employees.

Authorized for the Union

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Tom Dattilo

Authorized for the Company

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Lee Jones

**LETTER OF AGREEMENT - TRAINING**

February 27, 2019

Tom Dattilo  
National Representative, Unifor

Dear Mr. Dattilo,

Employees who are regularly eligible for upgrade/downgrade scenarios will request on SITENET to be cross trained by seniority. Employees shall be cross trained within six (6) weeks. If the cross training cannot be completed within six (6) weeks, the parties can mutually agree to extend the time needed to complete the training. Such consent shall not be unreasonably withheld.

Employee trainers will continue to be selected on the basis of skills, merit, qualifications as determined by management.

Authorized for the Union

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Tom Dattilo

Authorized for the Company

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Lee Jones

**LETTER OF AGREEMENT – LABOUR STANDARDS COMMITTEE**

February 27, 2019

Tom Dattilo  
National Representative, Unifor

Dear Mr. Dattilo,

A labour standards committee consisting of three (3) union representatives (selected by the union) and a minimum of one (1) representative of management shall meet on a monthly basis (or as required) to discuss issues and concerns related to the engineered labour standards.

The committee will be notified of upcoming changes to the standard and will meet as required to review and discuss audit results, data or changes to the engineered labour standards. The Union will have the opportunity to have an Industrial Engineer audit the engineered labour standards system as required.

Employees will have access to a member on the standards committee during the course of their shift should they have a concern with the engineered standards. A standards committee member will not be permitted to leave his regular duties to attend to standards concerns without the permission of his supervisor. This permission will not be unreasonably withheld. This process will not be used for frivolous complaints.

Authorized for the Union

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Tom Dattilo

Authorized for the Company

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Lee Jones

**LETTER OF AGREEMENT – SEVERANCE**

**February 27, 2019**

**Tom Dattilo  
National Representative, Unifor**

**In the event of a permanent layoff due to;**

**A complete closure of the distribution centre; or a partial closure of the distribution centre (meaning an entire department); or Technological change as described in Article 30.**

**The Company will pay to the affected employee(s) severance pay of two (2) weeks' pay based upon a regular work week per completed year of service. It will be calculated at their regular hourly rate in effect at the time.**

**It is understood that this severance payment shall be deemed to include any payment in the nature of termination pay, or severance pay required at law or by any other provision of the collective agreement and shall have statutory deductions made.**

**If the employment of 500 or more employees is to be terminated, the Company will provide 16 weeks' notice or pay in lieu of notice as per the mass termination provision of the Employment Standards Act.**

**Authorized for the Union**

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**Tom Dattilo**

**Authorized for the Company**

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**Lee Jones**

**LETTER OF AGREEMENT – ACCESS TO INFORMATION**

**February 27, 2019**

**Tom Dattilo  
National Representative, Unifor**

**In the event the Union requires specific information to investigate a concern or grievance of an employee, the company will provide a copy of the requested information within twenty-four (24) hours.**

**Requests for information should be made to the senior supervisor on shift. In the event the Union is having issues receiving the required information in a timely manner, the Union Chairperson and General Manager shall meet to address any concerns.**

**The parties discussed the fact there may be occasions where it may not be possible to provide the information within twenty-four hours depending on the request. Both parties agreed to act in a reasonable manner in those circumstances where additional time may be required.**

**Authorized for the Union**

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**Tom Dattilo**

**Authorized for the Company**

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**Lee Jones**