



**Local 387W**

**COLLECTIVE AGREEMENT**

BETWEEN:

**THE PEPSI BOTTLING GROUP (CANADA) CO.**  
(Hereinafter referred to as "the Company")

- And -

**THE UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION, LOCAL 387W,**  
(Hereinafter referred to as "the Union")

**Effective: February 1<sup>st</sup>, 2008**

**Expiry: January 31<sup>st</sup>, 2011**

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- And -

THE UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL  
UNION, LOCAL 387W,  
(Hereinafter referred as "the Union")

## **ARTICLE 1 - PURPOSE**

**1.01** It is the intent and purpose of the parties to set forth herein their agreement with respect to rates of pay, hours of work, and conditions of employment to be observed by the Company, the Union, and the employees covered by this Agreement; to provide procedures for addressing grievances; to assure the development of efficiency for the profitable operation of the Company's business; and to promote harmonious relations between the Company, its employees and the Union.

## **ARTICLE 2 -SCOPE**

**2.01** The Company recognises the Union as the exclusive collective bargaining agent for hours, wages, and other conditions of employment for all regular full-time warehouse, fleet, service, delivery, and employees at its facility in the city of Ottawa, Ontario, excluding Pepsi Direct, pre-sell customer representatives, merchandisers, supervisors, clerical or office employees, professionals, security guards, salaried employees, and all other employees not covered by this Agreement. In the event that production returns to this facility or a facility covered by this Collective Agreement, the Company agrees to meet with the Union and negotiate job classifications, wage rates and working conditions for production employees.

This Recognition clause shall be construed to apply to employees and not to work. It shall not be construed to mean that any employee or classification of employee has an exclusive right to any work. No regular full-time employees shall lose their employment because of the Company contracting out the work being done by the employees.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

**3.01** The Company retains the sole right to manage the affairs of the business and to direct the working force. The following enumeration of management rights shall not be deemed to exclude other rights of management not specifically set forth. The Company, therefore, retains all rights not otherwise specifically restricted by this Agreement.

Such functions of management include, but are not limited to: the right to determine all methods of selling, marketing, producing, warehousing, distributing, merchandising, and advertising of products including pricing of products; the right to introduce or test new or improved sales, distribution, production methods; the right to establish, assign, alter, changes, adjust, discontinue and combine sales territories and routes; the right to add new products or cancel existing products and to adjust territories and routes due to the addition or subtraction of such products; the right to determine the location and number of production and distribution facilities; the right to determine the sales areas the Company will service and the customers in such areas where it will serve; the right to allocate and assign work or transfer work out of the bargaining unit; the right to allocate and assign work or transfer work from one department to another; the right to establish standards and to maintain the efficiency of employees; the right to introduce new or improved production methods, or facilities; the right to reduce the workforce; the right to determine the number of employees required to perform job or function; the right to assign employees to a job or shift and to rearrange jobs and functions to eliminate slack and idle time; the right to determine the amount of overtime and the assignment of overtime to the employees; the right to plan and schedule production; the right to schedule shifts, work hours and work week; the right to abolish past work customs and practices; the right to hire, fire, transfer, promote or demote employees; the right to lay off, terminate or otherwise relieve employees from duty; the right to make and enforce rules for the maintenance of discipline; the right to suspend, discharge or otherwise discipline employees for cause and to take such other measures as the Company may determine to be necessary to the orderly, efficient or economical operation of its business; the right to subcontract work; the right to establish and administer tests; the right to require medical examination; the right to change and adjust scheduling of territories and routes; the right to change and eliminate geographical sectors; the right to curtail, sell or lease the business or any part thereof; the right to discontinue or merge departments; the right to adjust, reduce or increase machine speeds; the right to introduce new jobs and the rates to paid with respect to them during the contract term; the right to determine the processes and materials to be employed; the right to discontinue processes or operations or to discontinue their performance by employees of the Company; the right to determine the number of cases and the number of customers' that Delivery Merchandiser is to deliver and call on, on a daily basis with or without a helper; the right to assign vehicles; the right to deduct for settlement sheet shortages from any employee who has been assigned responsibilities of a route and who has signed an issue slip accepting responsibility of the merchandises; the right to deduct from any employee who has accepted a not-sufficient fund cheque where it has been specified that not cheques should be accepted from an account; the right to deduct from any employee who has extended credit where it has been specified that no credit should be given to an account; the right to establish House Accounts or dock pick-up accounts-direct warehouse accounts which will not be the responsibility of the presales rep and for which he will not receive commissions; the right to establish House Accounts or dock pick-up accounts-direct warehouse accounts which will be delivered by employees selected by the Company or Agents of the purchaser; the right to have delivery personnel sort empty bottles returned to plant; the right to cut off all employee benefit plans in the event of a strike; the right to determine financial and administrative policies, including general accounting procedures and customer relations; the right to determine qualifications required by an employee to perform any particular job.

The listing of specific rights in this Agreement is not intended to be, nor shall be restrictive of or a waiver of any of the rights of management not listed and specifically surrendered herein whether or not such rights have been exercised by the Company in the past.

The Company agrees that these functions will be exercised in a manner not inconsistent with any article or section of this Agreement.

## **ARTICLE 4 - UNION SECURITY AND CHECK-OFF**

### **4.01 UNION MEMBERSHIP**

Every employee covered by this Agreement shall, as a condition of his continued employment, become and remain a member of the Union in good standing. Employees hired after the effective date of this Agreement shall, as a condition of employment, join the Union at the end of their probationary period.

### **4.02 CHECK-OFF**

The Company agrees to deduct bi-weekly from the earnings of regular and probationary employees, regular Union dues and to remit the amount so deducted monthly to the designated officer of the Union. All temporary employees shall be designated as such in the monthly dues check off sent to UFCW, Local 387W.

In order that the Company have definite instructions as to what amount is to be deducted for monthly dues, it is agreed that the Union shall promptly notify the Company, in writing, over the signature of its designated Officer, the amount of the deduction to be made by the Company for regular monthly dues, and the Company shall have the right to continue to rely on such written notification from the Union signed with the same formality.

### **4.03 INDEMNIFICATION**

The Union agrees to hold the Company harmless against all claims, demands and expenses should any person, at any time, contend or claim the Company has acted wrongfully in making such dues deductions.

## **ARTICLE 5 - UNION REPRESENTATIVES**

### **5.01 ACCESS TO PLANT**

The Representative of the Union may visit the plant in accordance with the Company's procedure to conduct Union business with the Company and/or to assist in addressing grievances. The Representative will be accompanied by the Designated Company Representative while on the premises. This privilege shall be so exercised that no time is lost unnecessarily to the Company or the employees.

### **5.02 SHOP STEWARDS**

The Company recognizes the right of the Union to designate a reasonable number of Shop Stewards, not to exceed six (6) Stewards to handle such Union business as may from time to time be delegated to them by the Union, which shall not interfere with any employee's regular work, unless prior approval has been granted by the Company. The Company will not recognize an employee as a Steward unless it has received such notification from the Union. Shop Stewards have no authority to take strike action or any other action interrupting the Company's business or the efficiency of the operation in violation of this Agreement or any action in violation of the law. The Company, in so recognizing such limitations shall have the authority to impose proper discipline, including discharge without recovery, to such Shop Steward, in the event the Shop Steward has taken unauthorized strike action, slow-down, sit-down, picketing, boycott, concerted activity, refusal to work or work stoppage in violation of this Agreement. A Shop Steward shall be an employee of the Company and must have completed one (1) year of employment unless mutually agreed between the Company and the Union. Grievance meetings will ordinarily be held before or after the working hours of the

aggrieved employee. However, when the Company and the Union agree to schedule a grievance meeting during the working hours of a Union Representative authorized to process the grievance or the aggrieved employee, or a witness whose presence is mutually agreed to be necessary, such employees will be paid for the actual time lost.

The Company shall not be required to meet with more than one (1) Steward at any one time except as provided for in the Agreement - i.e. committees.

Shop Stewards shall not deal with a grievance during working hours without the prior permission of their Supervisor and in return for this, shall be paid their regular rate for time lost during such investigation.

### **5.03 UNION ACTIVITIES**

There shall be no solicitation of membership in the Union or any other Union activity during employees' working hours unless the activity is specifically authorized by this Agreement.

### **5.04 PAY FOR UNION REPRESENTATIVES WHEN AUTHORIZED TO BE ABSENT**

A Union Representative who requests to be absent from work to attend Union conventions or seminars, must present the request in writing to the Company at least five (5) working days in advance of the meeting, and the Company will give due consideration to the request. The Union will reimburse the Company for the wages and fringes to be paid to the Union Representative while absent from work.

### **5.05 UNION NEGOTIATING COMMITTEE**

The Union shall have the right to select a Negotiating Committee consisting of the Local Union President and one (1) representative each from Warehouse, Delivery and one (1) from the membership at large, for a total of four (4). All members must have seniority with the Company and committee members who are absent from work for the sole purpose of labour negotiations shall be paid for time lost limited to eight (8) hours (5 days 8 hours shift) or ten (10) hours (4 days 10 hours shift) per day on scheduled negotiation days.

The Union shall notify the Company, in writing, of the names of its officers, stewards and committee members. The Company shall not be required to recognize any officer, steward or committee member until such notification from the Union has been received.

### **5.06 UNION RESPONSIBILITIES**

The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent of the unit, and will cooperate and support the Company's efforts to assure a full day's work on the part of its members; actively combat absenteeism and any other practices which restrict optimum efficiency; improve the quality of workmanship and service; prevent accidents and strengthen goodwill between the Company and with the employees, the customer and the public.

## ARTICLE 6 - GENDER

**6.01** The Use of the masculine gender in this Agreement shall be deemed to refer to persons of both sexes.

## ARTICLE 7 - NON-DISCRIMINATION

**7.01** There shall be no discrimination against any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed (religion), sex, sexual orientation, handicap or disability, age, marital status, family status, record of offences or membership in the Union.

The Company and the Union recognize their commitment and obligation to ensure that all employees, in accordance with the Ontario Human Rights Code, work in an environment based upon mutual respect and cooperation and free from harassment of any kind.

## ARTICLE 8 - ADDRESS AND TELEPHONE NUMBER

**8.01** Each employee, whether active or inactive, shall keep the Company advised of his current address and telephone number, or contact, if a telephone is not available. The mailing of a notice to the address furnished to the Company by each employee shall be deemed to be compliance by the Company with any provision in this Agreement which require written notice to an employee. A list containing names, addresses and telephone numbers of active bargaining unit employees shall be provided to the Local Union on an annual basis.

## ARTICLE 9 - BULLETIN BOARD

**9.01** The Company shall provide a glassed-in Bulletin Board at locations to be designated by the Company for the purpose of allowing the Union Steward to post official Union notices only. These notices must be duly signed by an officer of the Union and previously approved by management and restricted to:

- (1) notices of Union recreational and social affairs;
- (2) notices of Union elections;
- (3) notices of Union appointments and results of Union elections;
- (4) notices of Union meetings;
- (5) other notices concerning bona fide Union activity such as: ***Credit Unions***

There shall be no general distribution or posting by employees of pamphlets, advertising or political matter, notices, or any kind of literature upon Company property other than as herein provided.

## **ARTICLE 10 - PROBATIONARY PERIOD**

**10.01** A “temporary employee” shall mean an employee who is engaged by the Company to perform work during the periods of April 15 to September 15, or December 1 to December 31.

A temporary employee shall have no rights under the seniority provisions of this Agreement. However, if a temporary employee remains in the Company’s employ beyond September 15 or December 31, or if he is accepted by the Company as a regular employee prior to that date, he shall thereupon cease to be a temporary employee and his seniority shall be determined under clause 10.02 herein. Such employee shall receive the difference in pay from a temporary employee to a probationary employee for the time determined under Article 10.02.

The Company will supply the union with a temporary employee list showing the names and hire dates of all temporary employees on a semi-annual basis.

**10.02** A “probationary employee” shall mean an employee who has not yet completed sixty-five (65) days of actual work within a period of six (6) consecutive months. On completion of his probationary period, such employee shall be credited with seniority from a date which is three (3) months prior to the date on which he completed his probationary period to be used for seniority list purposes only. A probationary employee shall have no rights under the seniority provisions of this Collective Agreement and notwithstanding any other provision of the Collective Agreement, may be discharged by the Company with or without assigned cause and such discharge shall not be open to review under the grievance procedure set out in this agreement.

**10.03** The Company and the Union agree to an annual temporary labour pool not to exceed twenty-five (25) employees outside the seasonal windows. Outside the seasonal windows, where the skill, ability and qualifications are met, the most senior employee in that temporary pool group will be assigned to work. These twenty-five (25) employees will be called on a temporary seniority basis outside the seasonal windows. These twenty-five (25) temporary employees will be employed for no more than seventy (70) days during these said periods.

In the event an employee in the temporary labour pool works in excess of the seventy (70) days period, he shall then become a regular, full-time employee.

## **ARTICLE 11 - GRIEVANCE AND ARBITRATION PROCEDURE**

### **11.01 GRIEVANCE PROCEDURE**

Should differences arise between the Company and an employee or between the Company and the Union, as to the meaning or application of the provisions of this Agreement only, there shall be no suspension or stoppage of work. The employee or the Union shall present all grievances within five (5) working days from the occurrence, situation, condition, or action of management giving rise to the grievance, or the grievance shall be considered waived.

**Step 1:** The employee shall discuss the grievance with supervisor involved. The supervisor will attempt to settle the grievance within twenty-four (24) hours after the discussion with the aggrieved employee. If not settled at Step 1, the employee may take the grievance to Step 2.



**Step 2:** The employee or Steward shall submit the grievance in writing to the Department Manager within three (3) working days following notification of the Company's first step decision. The Department Manager, or his designee, shall attempt to resolve the grievance within three (3) working days. If not settled at Step 2 the written grievance may be submitted to Step 3. The written grievance shall identify:

- (1) the facts giving rise to the grievance;
- (2) the Article and Section of the Agreement the Union alleges that the Employer violated;
- (3) the relief requested; and the grievance shall be signed by the employee and countersigned by the Steward.

**Step 3:** The employee or Union shall notify the Regional Manager or his designee within three (3) working days after receipt of the Department Manager's second step decision of its intent to pursue the grievance. The Regional Manager, or his designee will meet with the Union's Business Representative, or his designee, to resolve the matter. In the event a settlement is not reached within five (5) working days, a dispute shall exist, and the resolution of the dispute shall be subject to arbitration. Grievances involving the suspension or discharge of an employee may begin at Step 3.

Those parties agree to follow each of the foregoing steps in the processing of grievances, and that if at any step the Company fails to give its answer within the time limit set forth, the Union may appeal the grievance to the next step. If at any step the employee fails to require the grievance to be submitted to the next step within three (3) working days following the expiration of the time limit as set forth in the step procedure, the grievance will be deemed by both parties to be settled.

The Company and the Union may extend the time limit set forth in the grievance procedure by mutual agreement. The party requesting the extension must do so in writing. Only a single grievance may be heard by the arbitrator at one time, except by mutual agreement.

It is understood that the Company may bring forward and give to the Union at any time any grievance:

- (1) with respect to the conduct of the Union, its officers or committeemen;
- (2) with respect to the conduct of the employees generally;
- (3) with respect to the application or interpretation of any provision of this Agreement.

The Company will first discuss with the Union the circumstances giving rise to the grievance before submitting a formal grievance herein.

The grievance will be presented in writing to the officials of the Union and meeting will be held within seven (7) calendar days with the Union and its Representative. Failure to agree within a period of four (4) calendar days subsequent to the meeting will permit the Company to refer the matter to a Board of Arbitration as hereinafter described, within thirty (30) calendar days.

## **11.02 ARBITRATION**

A dispute shall be deemed settled unless a written notification requesting arbitration is received by the Company from the Union Business Representative within ten (10) working days of the Union's receipt of the Company's Step 3 decision under the grievance procedure. The written notification must state the issue to be arbitrated. If the Union submits a written request, the Company and the Union shall attempt to agree upon a neutral person whom they shall designate as the arbitrator. If they are unable to agree upon the selection of such an arbitrator, they shall request the Ministry of Labour for Ontario to appoint an arbitrator.

Employees, including Union Stewards, Representatives, and committeemen requested by the Union to attend a hearing during working hours, shall not be paid for the time lost.

The Company has the right to insist that the grievor be present during the hearing.

Any arbitrator selected under the provisions of this Article shall have the authority to render a decision which shall be final and binding on the parties to the extent provided by the law. Such decisions must be rendered within thirty (30) days of the hearing, unless otherwise agreed to by both the Company and the Union. The arbitrator shall have no power to alter or modify any of the terms of this Agreement, or to impose on any party a limitation or obligation not explicitly provided for in this Agreement. The professional fees of the Arbitrator plus any other related expenses over and above those fees shall be borne equally by both the Company and the Union.

## **ARTICLE 12 - SENIORITY**

**12.01** As outlined in Article 2.01, seniority shall mean continuous employment in the bargaining unit covered by this agreement.

Benefit eligibility will start when the employee obtains full time status pursuant to the Benefits contract coverage.

In all other instances, seniority shall mean continuous employment in the warehouse, service, fleet and delivery departments.

For those employees who are hired on the same date, surname alphabetical seniority shall govern.

## **12.02 LAYOFF AND RECALL**

The Company shall first lay off probationary and temporary employees, if any, in that seniority group.

Any regular employee for whom work is not available in his department may displace the next junior employee in the same department, subject to the skill, ability and qualifications to perform the work.

The most junior employee displaced in the department may then displace the next junior employee within his seniority group, subject to the skill, ability and qualifications to perform the work.

If a regular full-time employee is to be laid off, he shall have the right to displace any temporary or probationary employee in any department at the regular rate of pay of the job, subject to the skill, ability and qualifications to perform the work. In the case of a layoff due to a total or partial plant shutdown, an employee shall have the opportunity to exercise any available earned vacation during the time frame.

Employees shall be recalled in reverse order to that in which they were laid off subject to the skill, ability and qualifications to perform the work.

In all cases of manpower changes, the rate for the position replaced will apply.

Departments are: Warehouse, Fleet, Service and Delivery.

### **12.03 LOSS OF SENIORITY**

An employee will lose seniority and will no longer be in the Company's employ if the employee:

- (1) quits;
- (2) is discharged, and such discharge is not reversed through the grievance procedure herein;
- (3) retires;
- (4) is laid off for a period of the lesser of twelve (12) months or the length of the employee's seniority;
- (5) fails to notify the Company of his intention to return to work within three (3) days after being notified by the Company of his recall in writing by telegram or registered mail, at his last address on record with the Company;
- (6) has a non-occupational sickness or disability exceeding twenty-four (24) calendar months;
- (7) works another job while absent from the Company except in case of layoff;
- (8) is absent from work for three (3) consecutive working days without prior notification to, and approval of, the Company.

### **12.04 JOB POSTING**

The Company will provide the union with notice in writing prior to any permanent job posting.

In the event of a permanent job vacancy in a classification on the inside seniority list (Warehouse or Fleet Departments), any employee in another inside classification may bid for the job. Where the skill, ability and qualifications of bidding employees are relatively equal, the most senior employee will be awarded the job. Postings shall be for three (3) days. The original and first successive vacancies (i.e. the successful applicant) will be posted and any subsequent vacancies may be filled at the Company's discretion. All job posting shall indicate the job classification, rate of pay, and the department. The current shift will also be indicated.

**NOTE: This does not create any restrictions on the Company's right to alter shifts.**

There shall be two (2) seniority lists: one (1) seniority list for outside employees and one (1) list for inside employees which would include Warehouse and Fleet.

In the event of a job posting for the lowest rated classification in either seniority group, such a position will be opened to all employees from the Bargaining Unit. Should the successful applicant be from another seniority list, his full Bargaining Unit seniority will be recognized.

In the event of a permanent job vacancy in a classification on the outside seniority list (Delivery and Service Departments), any employee in another outside classification may bid for the job. Where the skill, ability and qualifications are relatively equal, the most senior employee will be awarded the job.

In the event of a permanent job vacancy in the delivery merchandiser/regular or delivery merchandiser/chain store or delivery merchandiser/full service in any one of the geographical sectors established by the Company, any employees on the outside list including delivery

merchandise, in other sectors may bid for the vacancy. The original and first successive vacancies will be posted. Where the skill, ability and qualifications of applicants are relatively equal, the most senior employee will be awarded the job.

The Company will select and advise the successful applicant within five (5) working days. If this cannot be done, the Union will be advised. Additionally, the Company will attempt to post an approved vacancy within 5 working days. If this cannot be done, the Union will be advised.

#### **12.05 ASSIGNMENT OF DAILY OVERTIME WORK FOR HOURLY-RATED EMPLOYEES**

Whenever there is a need for hourly rated employees to work daily overtime within a department, the overtime will be offered to:

- (1) the employee(s) within the department who normally perform the work;
- (2) if the employee(s) within the department are unable to perform the requested overtime, then the overtime will be offered by seniority to other employee(s) within the department who have the ability to perform the work;
- (3) if the Company is unable to find employee(s) within the department to perform the overtime, then the overtime will be assigned to the least senior employee(s) within the department who has the ability to perform the work required.

Each employee is expected to cooperate with the Company in the performance of such work.

#### **12.06 ASSIGNMENT OF SCHEDULED OVERTIME WORK**

Whenever there is a need for scheduled overtime within a department on the employee(s) sixth or seventh working day (5 days 8 hours shift) or on the employee(s) fifth, sixth or seventh working day (4 days 10 hours shift) (or overtime which is scheduled at least 24 hours in advance), the overtime will be offered to:

- (1) the most qualified senior employee within the department and, if the employee(s) or not enough employees are available to perform the work, the Company will;
- (2) offer the work to the most qualified employee outside the department capable of performing the available overtime work. If none or not enough employees are available to perform the work, the Company will require the least senior qualified employee(s) to perform the work.

**12.07** An employee, who is or has been transferred from the bargaining unit to a job with the Company outside of the bargaining unit, will continue to accumulate seniority for a period of up to six (6) months.

**12.08** In the event that there is an increase or decrease in the compliment of Delivery Merchandisers or Delivery Assistant this will be accomplished recognizing seniority and qualifications.

### **ARTICLE 13 - NO STRIKE, NO LOCKOUT**

#### **13.01 STRIKE, LOCKOUT**

The Company agrees that there will be no lockout of employees, and the Union agrees that there will be no strike, slow down, sit-down or other interference with work or the Company's operations while the Agreement is in force.

The Company will continue all employee benefit plans in the event of a strike at the expense of the Union.

## **ARTICLE 14 - TECHNOLOGICAL CHANGE**

**14.01** If, during the life of the Agreement, the Company wishes to make a technological change in its operations which would have the effect of abolishing existing classifications or creating a new classification, or which would result in the permanent layoff of any employee, the Company will meet the Union, ninety (90) days in advance of such changes, to discuss:

1. the nature of the technological change
2. the date upon which the employer proposes to effect the technological change
3. the number and type of employees likely to be affected by the technological change
4. the effect that the technological change is likely to have on the terms and conditions or tenure of employment of the employees affected.

On receipt of notice from the company of technological change, the company and union shall meet for purposes of discussing a workplace adjustment plan.

**14.02** If a regular employee should be displaced from his job by reason of a technological change in the Company's operations, and provided the employee has the necessary qualifications to perform the work available after a reasonable training period, the Company shall arrange for him to receive such training and the employee shall have the opportunity to exercise his seniority within the bargaining unit.

## **ARTICLE 15 - SUPERVISORS PERFORMING BARGAINING-UNIT WORK**

**15.01** Supervisors will not normally perform work customarily performed by the employees in the bargaining unit, except:

1. as a result of an urgent or emergency condition;
2. for the purpose of demonstration training;
3. to occasionally relieve an employee for a short period; or
4. when a regular employee is not available due to being late for work or absent from work.

Such work by supervisors will not result in the layoff of any regular full-time employees falling within the scope of this Agreement.

Sales supervisors shall continue to perform their normal sales and merchandising activities.

## **ARTICLE 16 - HOURS AND WORK WEEK FOR HOURLY-PAID, AND/OR WEEKLY SALARY EMPLOYEES**

**16.01** The regular work week for inside employees shall be forty (40) hours per week consisting of five (5) consecutive eight (8) hour shifts or four (4) ten (10) hour shifts commencing on or after Saturday midnight and ending on or before the following Saturday midnight. Inside employees shall have two (2) consecutive days off including Saturday and/or a Sunday.

The regular work week for outside employees shall be four (4) ten (10) hour days or five (5) consecutive eight (8) hour days commencing on or after Saturday midnight and ending on or before the following Saturday midnight. Outside employees shall have at least two (2) consecutive days as their assigned days off, one of which shall be Sunday.

On a semi-annual basis, work schedules including Saturday work at straight time in the Outside Group will be assigned by seniority or on a reverse-seniority basis if there are not enough volunteers, up to a maximum of twelve (12) delivery personnel. Delivery personnel who volunteer for Saturday work will be guaranteed pay for the Saturday shift if employees with less seniority have completed 40 hours of work that same week.

This provision shall not be construed as an obligation of the part of the Company to provide an employee with any specified number of hours during a work day or work week.

**16.02** The Company reserves the sole right to establish the number of shifts, the start and stopping time of each shift, and to cancel shifts as necessary to assure the efficient operation of the business. Provided skill ability and qualifications are equal, seniority shall determine work week assignments.

**16.03** For eligible inside employee's, overtime will be paid at time and one half (1 1/2) at the regular straight time base rate for all authorized work performed:

1. In excess of eight/ten (8/10) hours daily as appropriate.
2. On a holiday;
3. On a day not part of the regular work schedule.

**16.04** Eligible outside employees shall receive daily overtime based on one and one half (1 1/2) times their regular weekly or daily rate - i.e. Forty (40) hours weekly or eight/ten (8/10) hours daily as appropriate, for all authorized work performed in excess of eight (8) or ten (10) hours daily based on the respective shift.

Overtime will be paid on the greater of the weekly or daily overtime but not both - i.e. There will not be any pyramiding of overtime, one half (1/2) hour will be allowed daily for meals and breaks.

**16.05** The Company will not pay premium pay on premium pay, nor will there be any pyramiding of premium pay.

**16.06** In the event the Company introduces a new work week schedule, prior to the implementation, the Company agrees to meet with the Union to discuss and document the number of employees that will be assigned to the work schedule.

Any changes to the work week from four (4) to five (5) days or five (5) to four (4) days will require two week's notice except in the case of an event outside the control of the Company.

Outside employees who perform work on a four (4) by ten (10) hour shift Monday to Friday, shall be given two (2) week's notice if their scheduled day off between Monday to Friday changes.

**16.07** An employee who reports to work at his scheduled time at the request of the company, shall be entitled to a minimum of four (4) hours pay (5 days 8 hours shift) or five (5) hours pay (4 days 10 hours shift) at the rate of pay to which he would be entitled.

## ARTICLE 17 - PAID HOLIDAYS

### 17.01 ELIGIBILITY

To qualify for a paid holiday, an employee must have completed the probationary period, worked on the last regular work day, except on an approved leave of absence, preceding or following the holiday if requested by management to do so, and must have been on the active payroll for a four (4) weeks period immediately preceding the holiday.

### 17.02

#### In 2008:

- ◆ New Year's Day
- ◆ Victoria Day
- ◆ Labour Day
- ◆ Christmas Day
- ◆ Working day after New Year's Day
- ◆ Canada Day
- ◆ Thanksgiving Day
- ◆ Boxing Day
- ◆ Good Friday
- ◆ Civic Holiday
- ◆ Christmas Eve Day
- ◆ Employee's Birthday

If the birthday of the employee falls on a scheduled day off, the birthday holiday shall be taken at a mutually convened date between the Company and the employee.

#### Commencing in 2009:

- ◆ New Year's Day
- ◆ Good Friday
- ◆ Civic Day
- ◆ Christmas Eve Day
- ◆ Working day after New Year's Day
- ◆ Victoria Day
- ◆ Labour Day
- ◆ Christmas Day
- ◆ Family Day
- ◆ Canada Holiday
- ◆ Thanksgiving Day
- ◆ Boxing Day

In the event that Family day is no longer recognized by the Provincial or Federal Government as a statutory holiday, the employee's paid holiday will revert back to their birthday.

**17.03** Holiday pay will be computed by multiplying an employee's regular hourly base rate by eight (8) hours or ten (10) hours depending on his scheduled shift.

**17.04** Holiday pay will be computed as one-fifth (1/5<sup>th</sup>) (5 days 8 hours shift) or one-fourth (1/4<sup>th</sup>) (4 days 10 hours shift) of an eligible employee's weekly earnings.

**17.05** An employee having worked 75% of his work week at a higher rate of pay than his posted position the week preceding or following a holiday shall be entitled the higher rate of pay for said holiday.



## **ARTICLE 18 - VACATIONS**

### **18.01 ELIGIBILITY**

All sections in Article 18 related to vacation entitlement will refer to the employees' anniversary date.

### **18.02 SCHEDULING OF VACATION**

Employees will be solicited for their vacation preference during the period of October 1st to December 15th for the following year. The entire vacation schedule shall be posted by January 3rd. A copy of this schedule will be provided to the local Union at this time. Vacation scheduling shall be determined by the employee's seniority in his department. Preference in regard to the available vacation dates will be given in order of seniority. The minimum number of employees off at any given time shall be:

Delivery		11
Warehouse	5	
Fleet	1	
Service	2	

Except during the week preceding Easter and Thanksgiving where the minimum number for Delivery shall be 6. It is agreed that this clause shall not be construed as preventing the company from granting vacation periods in excess of the limits set out above, if it believes the particular circumstances are such that this may be done without adversely affecting the efficiency of operations.

Should an employee fail to make the vacation selection(s) by December the 15th, the company will assign the employee's vacation weeks.

An employee's first two (2) weeks of vacation entitlement shall be as set out above. After all employees in the appropriate department have selected their first two (2) weeks, each employee by seniority, shall repeat this process until all of their individual vacation time has been booked. Any employee entitled to a sick bonus week shall have this week scheduled outside the seasonal windows after all regular vacation entitlement has been assigned.

Vacation time must be used in the year credited, as vacation time cannot be accumulated or carried over to the next year.

### **18.03 ENTITLEMENT**

Vacation entitlements will be made available to the employee to use in the calendar year of his anniversary date. Vacations with pay will be granted by the Company as follows:

<b>Completed years of service</b>	<b>Length of vacation</b>	<b>Earnings payable</b>
Less than 5 years	two (2) weeks	4%
5 but less than 10 years	three (3) weeks	6%
10 but less than 20 years	four (4) weeks	8%
20 but less than 30 years	five (5) weeks	10%
after 30 years	six (6) weeks	12%

### **18.04 VACATION AMOUNT**

Vacation pay shall be paid at the time employees take vacation as follows:

1. 4% of T4 earnings less taxable benefits from date of hire to December 31st for employees with less than one (1) year of continuous service as of December 31st;
2. 2 % of prior year T4 earnings less taxable benefits for each week of vacation entitlement for employees with one (1) year or more of continuous service as of December 31st;
3. if an employee's vacation is split, payment shall be made on a pro-rated basis.

## **ARTICLE 19 - JURY DUTY AND CROWN WITNESS LEAVE**

**19.01** A permanent full-time regular employee who has completed his probationary period and who is subpoenaed to appear in Court as a Crown witness, or who is called for jury duty, will receive the difference between his regular earnings for each day of necessary absence, and the fee received from the Court, provided the employee furnishes the Company with a certificate of service and satisfactory evidence as to the amount of fee received.

**19.02** For the purpose of this Article, the regular earnings of an employee for a day shall be deemed to be the earnings to which he would be entitled and by virtue of Article 17. paid Holiday, or any portion thereof. Upon receipt of the jury duty summons or subpoena, the employee shall immediately notify the Employer.

Upon release from jury duty or Crown witness duty, the employee shall immediately notify the Company of his availability to return to work.

## **ARTICLE 20 - BEREAVEMENT LEAVE**

- 20.01** Should an employee be absent because of death in his immediate family, he shall be entitled to be absent with pay, provided the employee has completed his probationary period, for not more than three (3) (five (5) for wife, husband or child) of the employee's regular scheduled normal work days.
- 20.02** The term, "immediate family" shall be understood to mean wife, husband, children, common-law spouse and children, father, mother, brother and sister.
- 20.03** Up to one (1) day's pay will be paid for time lost caused by attendance at the funeral of the employee's grandparents, grandchild, brother-in-law, sister-in-law, mother-in-law or father-in-law.
- 20.04** Bereavement pay shall be computed using the employees regular hourly base rate by eight (8) hours or one-fifth (1/5<sup>th</sup>) (5 days 8 hours shift) or by ten (10) hours or one-fourth (1/4<sup>th</sup>) (4 days 10 hours shift) of an employees weekly earnings.
- 20.05** The Company reserves the right to require satisfactory proof of death and the employee's attendance at the funeral.

## **ARTICLE 21 - SICK LEAVE**

### **21.01 AMOUNT OF ELIGIBILITY**

All regular full-time employees having one (1) or more years of service with the Company shall be allowed up to six (6) days of sick leave per calendar year.

The employee who is absent under the provision of this section must personally advise his immediate supervisor of such illness at least sixty (60) minutes prior to the start of the shift. Failure to do so may render the absence unexcused and unpaid unless it can be shown that it was impossible for the employee to give or cause such notice to be given to the supervisor.

The Company may require proof of illness and/or a doctor's certificate, after an employee has been absent for illness or accident for three (3) consecutive days in a calendar year. The Company may request a doctor's note if the employee has used his six (6) days of sick credits.

### **21.02 SICK LEAVE PAYMENT**

Sick days will be paid to eligible employees at seventy-five (75%) of the employees regular hourly base rate times eight (8) hours or one-fifth (1/5<sup>th</sup>) of an employees weekly earnings.

### **21.03 SICK LEAVE BONUS**

After each year without being absent for any reason other than illness or leave under the provisions of this Collective Agreement, the employee is entitled to receive the credit, payment he has not used for sick leave, up to a maximum of six (6) days per calendar year, at the employees regular hourly base rate times (8) hours or one-fifth (1/5<sup>th</sup>) of an employees weekly earnings.

An employee who, at the end of a calendar year, has unused credit of five (5) days or more is entitled to a leave of absence of one (1) complete work week to be taken outside the seasonal windows, provided he has not been absent during the calendar year, other than illness or authorized leave of absence.

For each incident of unexcused absence, there will be a one day reduction in sick leave bonus eligibility up to the maximum bonus eligibility of 6 days. Special considerations may be granted in emergency situations out of the employee's control. The employee and the union will be notified in writing of each instance of unexcused absence.

An employee absent for more than one (1) month by reason of Workers' Compensation leave or layoff will have any bonus payment to which he might otherwise be entitled, pro-rated over the course of the calendar year.

## **ARTICLE 22 - LEAD PERSON**

**22.01** The Company reserves the right to appoint any bargaining-unit employee as a Lead person, without regard for seniority, for any length of period and at any time it deems appropriate.

An employee who is appointed to a lead person position, and works at least one (1) hour as a lead person, will be paid a minimum of fifty cents (50¢) an hour above the highest classification of that department.

Lead person shall not have the authority to hire, suspend, dismiss or discipline employees.

## **ARTICLE 23 - SAFETY**

**23.01** The Company and the Union mutually agree that employees should be encouraged to cooperate in the maintenance of health and safe working conditions, and in the observance of the Occupational Health and Safety Act.

The Company will provide at no cost to the employees, any protective equipment or clothing as specified by the Occupational Health and Safety Act. This will be done on a replacement system. A copy of Form 7 will be given to the appropriate Safety Committee.

**23.02** The Company and the Union mutually agree to continue and improve its modified work program.

## **ARTICLE 24 - WAGES**

### **24.01 HOURLY AND WEEKLY RATES**

Employees shall receive their pay on a bi-weekly basis.

All wages and Financial Agreement are retroactive to February 1st, 2008.

Any mistakes on the employee's pay greater than one hundred dollars (\$100), the Company will issue payment to the said employee the following (off cycle) week.

Wages will be increased by \$0.30/hour in 2008, \$0.35/hour in 2009 and \$0.50/hour in 2010.

JOB CLASSIFICATION	EFFECTIVE		
	2/1/2008	2/1/2009	2/1/2010
<b><i>Department - Warehouse</i></b>			
Maintenance I / Electrician	25.29	25.64	26.14
Checker	23.84	24.19	24.69
Shipper/Receiver	23.04	23.39	23.89
P.C.L.	22.73	23.08	23.58
Forklift	22.55	22.90	23.40
General Warehouse Labour	22.32	22.67	23.17
<b><i>Department - Fleet</i></b>			
Mechanic - Class A / Forklift Tech.	25.29	25.64	26.14
Painter	24.56	24.91	25.41
Mechanical Labour	22.61	22.96	23.46
General Labour	22.32	22.67	23.17
<b><i>Department - Service</i></b>			
Service Tech. A	25.29	25.64	26.14
Service Tech. B	24.56	24.91	25.41
Special Delivery Driver	23.55	23.90	24.40
Special Delivery Assistant	22.14	22.49	22.99
Special Delivery / TT Driver	24.25	24.60	25.10
<b><i>Department - Delivery</i></b>			
Delivery / Merchandiser	941.81	955.81	975.81
Delivery / Merchandiser Assistant	885.60	899.60	919.60
Grandfathered Merchandiser	885.60	899.60	919.60
Interplant Shipper / TT Driver	969.81	983.81	1,003.81
Order Merchandisers	990.74	1,004.74	1,024.74
Full Service	941.81	955.81	975.81

**24.02 SHIFT DIFFERENTIAL**

A shift differential of \$1.10 per hour worked shall be paid to all employees assigned to a shift starting at or after 11:00 a.m. They will receive the shift premium for all hours worked after 3:00 p.m.

**24.03 SATURDAY AND SUNDAY PREMIUM**

Employees whose normal five (5) day work week includes a Saturday or Sunday will be paid a \$1.00 premium for each hour worked on Saturday, and \$1.50 premium for each hour worked on Sunday. There will be no premium on the Saturday or Sunday premiums.

**24.04 SERVICE**

For Service employees recalled to work on any day they shall be paid time and one-half (1½) for all hours actually worked, or 3 hours at his regular straight time hourly rate, whichever is greater.

Serviceperson will be given three dollars (\$3.00) per week for phone calls and parking meters.

Servicepersons will be reimbursed for tool expenses up to Two Hundred and Fifty Dollars (\$250.00) per year when a receipt is provided.

**24.05 FLEET TOOL ALLOWANCE**

Fleet employees will be reimbursed for tool expenses up to Three Hundred Dollars (\$300.00) per year when a receipt is provided.

**24.06 MEDICAL EXAMINATION**

The Company will reimburse an employee for the cost of a medical examination that is due to the upgrade or renewal of a Tractor-Trailer license, once a receipt is provided.

**ARTICLE 25 - APPROVED LEAVES OF ABSENCE**

**25.01 PERSONAL LEAVE**

A permanent full-time regular employee who has completed his probationary period may apply for a leave of absence without pay for legitimate personal reasons by completing the (Request for Personal Leave) form at least one (1) week in advance. Such request shall state the reasons for the leave. The Company will not unreasonably withhold granting personal leave. If the Company grants such leave it shall confirm the terms of the leave in writing. If an employee's approved leave of absence exceeds one (1) month, he must arrange to prepay the premiums for all benefits; in any event, an employee on a leave of absence cannot be covered by Weekly Disability and Long Term Disability.

**25.02 UNION LEAVE**

The Company agrees to grant upon the written request of the Union, leave of absence for a period of not more than twelve (12) months to any employee who has been elected or appointed as an official of the National Union or of the Local Union, if such duties require him to have leave of absence from his Company duties. The Company will consider an extension of such leave for up to an additional twelve (12) months or the duration of the Collective Agreement, whichever is longer, if requested by the Union.

**25.03 TRAINING LEAVE**

If the Company sends an employee on a training course during working hours, the employee will be paid his regular earnings for the period. To qualify, training course content must, in the Company's opinion, be of direct benefit to the Company's operations.

In the event an employee enrolls in a night school course that will benefit himself and the Company in relation to his respective job, the employee may apply in writing describing the course that he wishes to enrol in and explain the benefits to himself and the Company. Upon acceptance of the course by the Company it will pay 50% of the cost of the course to a maximum eighty dollars (\$80.00) upon the successful completion of the course.

**25.04 PATERNITY LEAVE**

The Company will grant a leave of absence to a permanent full-time regular employee who has completed his probationary period for a period of one (1) day with pay for the purposes of attending the birth of his child or the adoption of his child-to-be.

**ARTICLE 26 - DISCIPLINARY RECORD**

**26.01** All disciplinary notations in an employee's work record shall be removed from the file, provided the employee has had a clear disciplinary record during the immediately previous twelve (12) months. Suspensions shall be removed after twenty-four (24) months.

**ARTICLE 27 - BENEFITS**

**27.01 BENEFIT PLAN**

All full-time employees will be eligible to participate in the Company's Flexible Benefit Plan, as described in the employee benefit book.

**27.02 PENSION**

The Company current pension plan shall continue as it currently is.

Effective February 1, 1991 all members of the bargaining unit covered by this Agreement, shall participate in the Canadian Commercial Workers Industrial Pension Plan (C.C.W.I.P.P.). This shall be in accordance with the Participation Agreement letter signed by the Company, dated April 20, 1990. In addition, the following specific arrangements shall apply.

1. Effective February 1, 2008, the Company will contribute \$1.10 (one dollar and ten cents) per hour for all hours paid, then effective February 1, 2009 the Company will contribute to \$1.35 (One dollar and thirty-five cents) per hour for all hours paid, and effective February 1, 2010 the Company will contribute to \$0.10 (Ten cents) per hour for all hours paid, to the Stabilization Fund.
2. The Company agrees to sign a "Participation Agreement" and supply other documents, forms, reports or information required by the Trustees of the C.C.W.I.P.P.
3. The contributions shall be for the purposes of providing such pension benefits for eligible employees as shall be determined from time to time, by the trustees of the "C.C.W.I.P.P.", pursuant to the terms of the Canadian Commercial Workers Industry Pension Plan and trust fund.

4. Contributions, along with a list of employees for whom they have been made, and the number of hours paid, will be remitted to the CCWIPP, by the Company, within the fifteen (15) days after the close of the Company's four (4) or five (5) week accounting period. The Company agrees to pay interest and liquidated damages at a reasonable rate established by the trustees on all contributions not remitted as stipulated above.

## **ARTICLE 28 - SEVERANCE**

**28.01** In the event of the Company totally discontinues any of its current operations at the Ottawa facility it is agreed that the Company will provide the following severance;

Termination and Severance Pay:

1. Employees with one (1) year of service to four (4) years eleven (11) months of service will receive one (1) weeks notice per complete year of service, or pay in lieu of such notice.
2. Employees with five (5) years of service to nineteen (19) years eleven (11) months of service will receive one (1) weeks notice per complete year of service to a maximum of eight (8) weeks of pay in lieu of such notice, plus 1.5 weeks pay per complete year of service.
3. Employees with twenty (20) years of service or more will receive eight (8) weeks notice or pay in lieu of such notice, plus 2 weeks pay per complete year of service, up to a maximum of 52 weeks.

The employee's regular hourly rate of pay will be utilized for the purposes of severance calculations.

Benefits:

Employees will receive benefit coverage during the period of notice only. Employees will receive a lump sum benefit payment equivalent to the company's cost of benefit coverage for the balance of the employee's severance period.

## **ARTICLE 29 - UNIFORM**

**29.01** The uniform allowance for employee(s) will be provided on the following basis:

A full, clean uniform, or suitable work clothing as specified by the Employer, shall be worn at all times while performing services on behalf of the Company. Uniforms are required so that employees will present a neat, professional appearance and image of the Company. The Company agrees to furnish uniforms and the employees are responsible for maintaining uniforms.

Employees are not to wear their uniforms in places that would reflect negatively on the Company's image, during non-working hours. Failure to adhere to the uniform code at all times shall result in discipline, up to and including discharge.

The Company will provide a maximum of two (2) pairs of safety boots.

Under no circumstances will the balance be carried forward in the employee's accounts receivable from one fiscal year to the next.



DELIVERY MERCHANTISERS, DELIVERY MERCHANTISERS ASSISTANTS,  
GRANDFATHERED MERCHANTISERS, SERVICE DEPARTMENT - FULL-TIME

Each employee is entitled to: A summer issue consisting of two (2) pairs of lightweight pants and two (2) shirts; a Winter issue consisting to two (2) jackets, two (2) shirts and two (2) pairs of pants; one (1) tie and one (1) cap. In addition, each employee is required to wear safety boots. If an employee does not wish to draw the full allotment as indicated above, he will be able to draw the articles he requires as long as the cost for the articles requested does not exceed the total cost of the normal issue as indicated below.

The amount of the fund will be \$355.00

GRANDFATHERED ORDER MERCHANTISERS

Each grandfathered order merchandiser is required to wear, on a daily basis, the prescribed uniform consisting of a jacket, pants, tie and overcoat. The Company will absorb a percentage of the cost of the uniform up to a maximum amount per year. The order merchandiser is therefore able to purchase any article of clothing and the Company will contribute to the maximum of the year's fund towards this cost with the balance being paid by the salesperson, to the Company by way of weekly payroll deduction. The payroll deduction will be made at the rate of \$5.00 per week until the balance has been paid.

The amount of the fund will be \$425.00

WAREHOUSE - FULL-TIME

Each employee is entitled to summer issue consisting of three (3) shirts and two (2) pants and a winter issue consisting of three (3) shirts and two (2) pants. In addition, each employee is required to wear safety boots and protective hearing devices. If an employee does not wish to draw his full allotment as indicated above, he will be able to draw the articles he required as long as the cost of the articles requested does not exceed the total cost of the normal issue.

The amount of the fund will be \$275.00.

FLEET MAINTENANCE EMPLOYEES - FULL-TIME

Each employee is entitled to summer issue consisting of three (3) shirts and two (2) pants and a winter issue consisting of three (3) shirts and two (2) pants. In addition, each employee is required to wear safety boots and protective hearing devices. If an employee does not wish to draw his full allotment as indicated above, he will be able to draw the articles he required as long as the cost of the articles requested does not exceed the total cost of the normal issue.

The Company will also provide coveralls and the cleaning of those at not cost to the employee. The employee is responsible for the normal care of this uniform and if, through employee negligence, a uniform is damaged or lost, the employee will be held financially responsible for the replacement cost.

The amount of the fund will be \$275.00.

## ARTICLE 30 - LABOUR/MANAGEMENT MEETINGS

**30.01** This will serve to confirm our understanding reached during negotiations with regard to monthly Labour/Management meetings.

It was agreed to by both parties that, when required, monthly meetings will be held to discuss and hopefully resolve issues that pertain to good relations.

It was also agreed that each party would submit an agenda at least two (2) days in advance of the meeting in order that both parties have an opportunity to research possible resolutions.

The Company and the Union agree to continue and review its cross-training requirement in the production department.

Labour/Management meetings shall be scheduled on the third Wednesday of each month.

## ARTICLE 31 - TERM OF AGREEMENT

**31.01** This Agreement shall become effective February 1, 2008 and shall remain in full force and effect through midnight, January 31, 2011, and shall be renewed automatically thereafter for a period of one (1) year each unless either party gives notice in writing of the desire to change or of termination at least one hundred and twenty (120) days prior to the current expiration date of this Agreement. Within thirty (30) days of the expiration of this Agreement, both the Company and the Union, upon receipt of written notice, shall confer and the Company and the Union, upon receipt of written notice, shall confer and attempt to negotiate as to the proposed changes or a renewal Agreement.

The parties hereto, by written agreement, may extend said period for the purpose of reaching a new agreement.

Ratified Sunday, March 9, 2008.

FOR THE COMPANY:

FOR THE UNION:

\_\_\_\_\_  
Todd Shea

\_\_\_\_\_  
Brian B. McArthur

\_\_\_\_\_  
Steve Totten

\_\_\_\_\_  
Joe Tenn

\_\_\_\_\_  
Brian Guilmette

\_\_\_\_\_  
Marc Fauvelle

\_\_\_\_\_  
Robin Hattan

\_\_\_\_\_  
Sean Donnelly

\_\_\_\_\_  
Jim Meagher

\_\_\_\_\_  
Stephane Cretes

\_\_\_\_\_  
Amelie Crouzat-Schmitt

**LETTER OF UNDERSTANDING #1**

**RE: COMPANY'S CORRESPONDANCE**

Upon request, employees shall be provided with their choice of either English or French documentation for the following items provided by the Company:

- Benefit Booklet and Benefit Statement;
- PBG Rules, Processes, Training Toolkits;
- Disciplinary reprimands;

Ratified Sunday, March 9, 2008.

FOR THE COMPANY:

FOR THE UNION:

\_\_\_\_\_  
Todd Shea

\_\_\_\_\_  
Brian B. McArthur

\_\_\_\_\_  
Steve Totten

\_\_\_\_\_  
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\_\_\_\_\_  
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Robin Hattan

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Sean Donnelly

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Jim Meagher

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Stephane Cretes

\_\_\_\_\_  
Amelie Crouzat-Schmitt

**LETTER OF UNDERSTANDING #2**

**RE: HOURS OF WORK FOR THE SERVICE TECHNICIANS**

The Union and the Company agree that the current practice in place for scheduling the Service Technicians will continue. The schedule consists of two (2) Technicians being scheduled to work 10 consecutive shifts, one beginning on Monday and the second beginning the following Monday, and ending on the 10th day being a Wednesday, followed by four scheduled days off. Those same Technicians will then rotate into a five consecutive day schedule. Saturday and Sunday work shall be performed on an on-call basis. Work performed on a Statutory Holiday shall be paid at the Statutory Holiday rate.

Ratified Sunday, March 9, 2008.

FOR THE COMPANY:

FOR THE UNION:

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Todd Shea

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Brian B. McArthur

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Steve Totten

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Joe Tenn

---

Brian Guilmette

---

Marc Fauvelle

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Robin Hattan

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Sean Donnelly

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Jim Meagher

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Stephane Cretes

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Amelie Crouzat-Schmitt

### LETTER OF UNDERSTANDING #3

#### RE: PRE-SELL CUSTOMER REPRESENTATIVES

It is agreed that all present Order Merchandisers may elect to accept appointment as a Pre-sell Customer Representative (PCR). It is agreed, however, that no present Order Merchandiser shall be obliged to accept an offered position as PCR, but rather may continue to perform the duties of a Order Merchandiser so long as work is available for him in that capacity. Should a current Order Merchandiser not elect to become a PCR, the Order Merchandiser position will remain in effect as long as the current individuals are in that position. Once a current individual leaves a Order Merchandiser position, that position will no longer remain in effect. It is further agreed that no Order Merchandiser will be displaced as a result of the hiring of a PCR, or as a result of the promotion of an Order Merchandiser to PCR. In the event of a layoff of a Order Merchandiser, he shall be reinstated to the position of Order Merchandiser before the hire of a PCR or the promotion of an Order Merchandiser to a PCR.

It is further agreed that bargaining unit employees shall continue, by seniority, to perform the Order Merchandiser position when needed for vacation relief, absence, training, etc... .

In the case of a temporary promotion of a bargaining unit employee to the position of Pre-sell Customer Representative (as replacement for an absent PCR, or for training or similar purposes), such employee shall continue to pay Union Dues and to accumulate seniority during his temporary absence from the Bargaining Unit and shall be paid at the rate of one-fifth (1/5th) of the weekly wage rate of a Order Merchandiser for each day worked as a PCR.

In the event a present Order Merchandiser elects to take a position outside of the bargaining unit, he would be able to exercise his right to return to the union as per Article 12.07. An employee returning to the bargaining unit may displace an employee with less seniority in Delivery, except the grandfathered Order Merchandiser classification. In the event a present Order Merchandiser elects to take a severance package he must do so within 90 days of the ratification date of this agreement.

Ratified Sunday, March 9, 2008.

FOR THE COMPANY:

FOR THE UNION:

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Todd Shea

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Brian B. McArthur

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Steve Totten

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Joe Tenn

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Brian Guilmette

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Marc Fauvelle

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Robin Hattan

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Sean Donnelly

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Jim Meagher

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Stephane Cretes

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Amelie Crouzat-Schmitt

**LETTER OF UNDERSTANDING #4**

**RE: MODIFIED WORK AND HARDENING COMMITTEE**

The Company and the Union agree to establish a consultative committee that will recommend to Management best practices on how to effectively manage the Modified Work Program. This committee will be composed of two (2) representatives from the Company and two (2) representatives from the Union. The representatives will be chosen on the bases of mutual agreement between the parties. The committee will deal with all issues concerning the Modified Work and Hardening Program and meetings will take place as needed.

Finally, the Union representatives, while sitting on the committee during or outside their work schedule, will receive their regular hourly wage rate.

Ratified Sunday, March 9, 2008.

FOR THE COMPANY:

FOR THE UNION:

\_\_\_\_\_  
Todd Shea

\_\_\_\_\_  
Brian B. McArthur

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Steve Totten

\_\_\_\_\_  
Joe Tenn

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Brian Guilmette

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Marc Fauvelle

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Robin Hattan

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Sean Donnelly

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Jim Meagher

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Stephane Cretes

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Amelie Crouzat-Schmitt

**LETTER OF UNDERSTANDING #5**

**RE: GRANDFATHERED MERCHANDISERS**

It is agreed that the current Merchandisers may continue to perform the duties of Merchandiser so long as work is available for him in that capacity. Once a current individual leaves a Merchandiser position, that position will no longer remain in effect.

If the present Merchandisers choose to remain in the bargaining unit, but not as a Merchandiser, the following options are available:

1. In the event that the existing Merchandisers choose to join the driver pool, the Company will train the employee, if necessary, and pay all costs incurred by the employee to obtain his AZ license.
2. Eligible for a severance package within 90 days of ratification date, as per the Collective Agreement.

All references to Merchandisers in the Collective Agreement will refer only to these five (5) people (Cliff Knight, Wayne Riopelle, Joe Tenn, Marc Fauvelle, Richard Caron) while they occupy the classification of Merchandiser.

It is agreed that no Grandfathered-Merchandiser will be displaced or laid-off as a result of the hiring of non-unionized Merchandiser.

Ratified Sunday, March 9, 2008.

FOR THE COMPANY:

FOR THE UNION:

\_\_\_\_\_  
Todd Shea

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Brian B. McArthur

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Steve Totten

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Joe Tenn

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Brian Guilmette

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Marc Fauvelle

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Robin Hattan

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Sean Donnelly

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Jim Meagher

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Stephane Cretes

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Amelie Crouzat-Schmitt

**LETTER OF UNDERSTANDING #6**

**RE: WORK WEEK SCHEDULE FOR NEW EMPLOYEES**

The following language applies to all full time bargaining unit employees hired after July 18<sup>th</sup>, 2001.

The regular work week for employees shall be forty (40) hours per week consisting of five (5) eight (8) hour shifts or four (4) ten (10) hour shifts over a 7 day period.

Any new employees hired after July 18<sup>th</sup>, 2001 that will be awarded a permanent job vacancy, as per article 12.04, will be provided the job classification, the rate of pay for that job and the shift for that job.

Ratified Sunday, March 9, 2008.

FOR THE COMPANY:

FOR THE UNION:

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Todd Shea

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Brian B. McArthur

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Steve Totten

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Joe Tenn

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Brian Guilmette

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Jim Meagher

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Stephane Cretes

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Amelie Crouzat-Schmitt



**LETTER OF UNDERSTANDING #7**

**RE: OVERTIME WORK – LUNCH BREAK**

The Company and the Union agree that employees shall be provided the choice to work through their lunch break on an overtime shift. Should an employee decide to forego their break, they must inform their direct Supervisor and hence shall not be deducted the 30 minutes lunch break on said shift.

Ratified Sunday, March 9, 2008.

FOR THE COMPANY:

FOR THE UNION:

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Todd Shea

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Steve Totten

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Jim Meagher

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Amelie Crouzat-Schmitt

**LETTER OF UNDERSTANDING #8**

**RE: PAY IN ADVANCE**

When an employee is off work on occupational or non-occupational leave and eligible to receive WSIB compensation or STD benefits, and said employee fails to receive funds due to a delay between the submission of the WSIB claim and the approval, the Company, upon the employee's request, will give the employee a pay advance up to \$500 per week to a maximum of 4 weeks. Upon receiving his benefits from WSIB the employee shall immediately reimburse the advance to the Company.

Should the delay continue, the Company, Union and Employee agree to meet to consider any further advances. It should further be noted that any delay due to an employee's failure to follow-up on documentation or other requests from WSIB or STD shall disqualify the employee from the above-noted advance.

Ratified Sunday, March 9, 2008.

FOR THE COMPANY:

FOR THE UNION:

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Amelie Crouzat-Schmitt

**LETTER OF UNDERSTANDING #9**

**RE: STABILIZATION FUND AND CCWIPP CONTRIBUTIONS**

The Company agrees that in addition to the contributions it will make to CCWIPP (Canadian Commercial Workers Industry Pension Plan), the Company also agrees to contribute 10 cents/hour to the stabilization fund, commencing February 1, 2010, for a period of time determined by the CCWIPP Trustees. The Company further agrees that should the Stabilization Fund cease to exist the contribution allocated to the stabilization fund will be added to the wages of all members of Local 387W or to a new CCWIPP Fund to be decided by local 387W before December 31, 2010.

Ratified Sunday, March 9, 2008.

FOR THE COMPANY:

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