



SOURCE	Advised		
EFF.	94	06	01
TERM.	96	05	31
No. OF EMPLOYEES	320		
NOMBRE D'EMPLOYÉS	50		

COLLECTIVE AGREEMENT

BETWEEN

**RETAIL, WHOLESALE CANADA
CANADIAN SERVICE SECTOR, DIVISION OF
THE UNITED STEELWORKERS OF AMERICA
LOCAL 1000**

AND

**ZELLERS INC.
METROPOLITAN TORONTO AND
BRAMPTON DISTRIBUTION CENTRES**

**EFFECTIVE DATE : JUNE 1, 1994
EXPIRY DATE : MAY 31, 1996**

JAN 25 1995

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COLLECTIVE AGREEMENT

BETWEEN:

ZELLERS INC.

(hereinafter referred to as the "Company")

AND

**RETAIL, WHOLESALE CANADA
CANADIAN SERVICE SECTOR, DIVISION OF
THE UNITED STEELWORKERS OF AMERICA
LOCAL 1000**

(hereinafter referred to as the "Union")

ARTICLE 1 - INTENT AND PURPOSE

- 1.01 The Employer and the Union each represents that the purpose and the intent of this Agreement is to promote cooperation and harmony, to recognize mutual interests, to formulate rules to govern the relationship between the Employer and the Union and to set forth herein the basic agreement covering rates of pay, hours of work and conditions of employment.
- 1.02 In this collective agreement unless otherwise indicated by the content, the plural shall include the singular and the masculine the feminine and vice versa.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the exclusive bargaining agency for all employees of Zellers Inc. at its warehouse operations in Toronto and Brampton, Ontario, save and except supervisors, persons above the rank of supervisor, office and clerical staff, and coordinators.
- 2.02 Persons not in the bargaining unit will not perform the work normally done by a bargaining unit member. However they can intervene for training purposes, in cases of emergency and safety hazards. It is understood that the performance of such work will not result in the lay off of regular bargaining unit employees.
- 2.03 The parties hereby recognize that all employees will be placed in one of the following four classifications in accordance with the provisions of this collective agreement.

Regular full-time employee -
normally works 40 hours per week.

Split case handler full-time -
normally works 40 hours per week.

Material Processor employees whether full-time or part-time who works in accordance with article 14.11. (formerly regular part-time and general help classifications).

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union recognizes that the Employer has the exclusive right to manage the business and to exercise all the customary prerogatives of management.

3.02 The Union recognizes and acknowledges that the management of the company and direction of the working force are fixed exclusively in the Employer. The Employer shall continue to have the undisputed right to take any action it deems appropriate in the management of the company and direction of the work force. All inherent and common law management functions and prerogatives which are not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the Employer and may not be infringed upon by any arbitration board. Without restricting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, select, direct, promote, demote, classify, transfer, lay off and recall employees and retire employees in accordance with the Company's retirement policy, and to reprimand, suspend, demote, transfer, discharge or otherwise discipline any employee for just cause provided that a claim by an employee who has acquired seniority that he has been disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;

- (c) make, enforce and alter, from time to time, reasonable rules, policies, practices and regulations to be observed by the employees;

Any notice of disciplinary action which is intended to form part of an employee's employment record shall be given in writing with a copy to the Union, and all such notices shall be withdrawn from the employee's file, after a period of one (1) year for verbal reprimands, two (2) years for written reprimands and three (3) years for suspensions, from the date of issue. Advisory letters will not be considered disciplinary action;

- (d) expand, reduce, alter, combine, transfer, assign or cease any job, department, operation or services; control and regulate the use of machinery, equipment and other property of the Employer; determine the schedules of production, the assignment of work and the size and composition of the work force; study and introduce new or improved research, development, production, maintenance, services, distribution methods, materials, machinery, facilities and equipment;
- (e) subject to the provisions of Article 2.02 assign work formerly performed by members of the bargaining unit to persons who are not members of the bargaining unit or subcontract work into or out of the Distribution Centre.
- (f) determine the nature and kind of business conducted by the Employer, the kinds and locations of distribution centres, equipment to be used, the methods and techniques of work, the content and requirements of jobs, the scheduling of jobs, labour standards, the qualification of employees to perform the work required, the scheduling of employees including the scheduling of shifts and overtime, starting and quitting times, the number of hours and shifts to be worked, the number of employees to be employed, the extension, limitations,

curtailment or cessation of the distribution centre or any part thereof, and to determine all terms and conditions of employment and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement.

3.03 The Employer's failure to exercise any function hereby reserved to it or in exercising any function or right in a particular way shall not be deemed a waiver of its rights to exercise such functions or rights, nor preclude the Employer from exercising the same in some other manner not in conflict with the express provisions of this Agreement.

ARTICLE 4 - UNION SECURITY

- 4.01 (a) The Employer agrees to deduct from the wages of each employee an amount equal to the regular Union dues uniformly required of members of the Union as required by the Labour Relations Act starting the first month after completion of 30 consecutive calendar days. Such amount shall be deducted from the first pay of the month. The Employer shall forward all such amounts to the Union by the end of the month in which the deduction was made and the Union shall indemnify and hold harmless the Employer against any and all liabilities arising therefrom.
- (b) The employer agrees to deduct from the wages of each agency employee an amount equal to the regular union dues uniformly required of members of the Union as required by the Labour Relations Act starting the first month of employment. Such dues shall be remitted on the total number of agency personnel utilized by the employer and shall be forwarded to the Union in accordance with 4.01 (a) above.

4.02 (a) The Employer will, at the time of making each remittance to the Union, specify the employees from whose pay such deductions were made and their addresses and phone numbers. The Union's Treasurer shall notify the Employer by letter upon the signing of this Agreement of the amount of regular Union dues and shall keep the Employer informed of any changes during the term of this Agreement.

(b) For agency personnel, the employer will provide a list of persons who have worked by the 15th of each month for the previous month. The employer will not be required to provide addresses or phone numbers for agency personnel.

4.03 The Union will indemnify and save the Employer harmless from any and all claims which may be made against it by an employee or employees for amounts deducted from pay as provided by this article.

4.04 The Union, its representatives and the employees shall not solicit any employee for any purpose or attempt to persuade any employees to become or continue to be members of the Union or engage in any other Union activities, except as expressly permitted herein, during working hours.

4.05 The Employer and the Union each agree that there shall be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members against an employee because of his membership or non-membership in the Union or because of his activity or lack of activity in the Union.

ARTICLE 5 - UNION REPRESENTATION

5.01 The Union shall have the right to elect one steward and one alternate steward per shift, per building, one of whom shall be

the chief steward. If the regular steward is unavailable to assist employees in presenting their grievances to the Employer the alternate will assist the employee. The Union agrees that it will keep the Employer supplied with the names of **all** the stewards and promptly advise the Employer in writing of any change that occurs before the Employer will be required to recognize an employee as a steward.

5.02 The Employer shall not be required to recognize the election of any steward unless he has six months seniority. However, in exceptional circumstances the Employer will not unreasonably withhold the appointment of a steward with less than six months service.

5.03 It is understood that a steward has regular job functions to perform for the Employer. Consistent with that obligation, the right of stewards to leave their work without loss of pay to investigate or adjust grievances is granted on the following conditions:

- (a) The steward shall obtain the permission of his supervisor before leaving his work area.
- (b) The time off shall be devoted to the prompt handling of grievances and shall be limited to the time required for attending grievance step meetings and any preliminary meetings with the Management. Except in the case of a discharged employee, employees having grievances shall not discuss these with stewards during working hours.
- (c) The Employer reserves the right to limit such time if it deems the time so taken to be excessive.

5.04 The Employer undertakes to instruct all members of its supervisory staff to cooperate with the stewards in the carrying out of the terms and requirements of this agreement.

- 5.05 The Union undertakes to secure from its officers, stewards and members their cooperation with the Employer and with all persons representing the Employer in a supervisory capacity.
- 5.06 The Employer will recognize a Union negotiating committee which includes eight (8) bargaining unit employees in total and a grievance committee of four (4) bargaining unit employees. Such committee members will be paid by the company for all regular hours spent in actual negotiations with the company up to eight (8) hours per day for a maximum of eight (8) days, unless mutually agreed, up to and excluding conciliation.
- 5.07 Union stewards shall have the assistance of a representative or business agent regarding any union matters dealt with at a meeting between the Management and the Union if either party so requests. It is understood that the Union Representative or Business Agent, whenever entering the premises of the Employer shall first secure permission of the Manager or his Representative. Such permission shall not be unreasonably withheld.
- 5.08 No employee or group of employees is authorized to represent the stewards or any other committee of stewards in any meeting with Management except with the written consent of the Union.
- 5.09 A Union Steward, or in his absence, an employee of their choice, will be present when any member of the bargaining unit is given an official written reprimand or suspended or discharged. The disciplined employee will be further allowed fifteen (15) minutes after the meeting to discuss the disciplinary matter with the Steward or representative.
- 5.10 The Company agrees to provide a lockable filing cabinet and an office or similar private space mutually agreed upon for the Union on location at a mutually agreeable place and the Chief Steward will be allowed time equivalent to four (4) hours as part of his regular work week per week at mutually agreeable

time(s) to handle Union business without loss of pay.

ARTICLE 6 - GRIEVANCE PROCEDURE

- 6.01 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances concerning the interpretation or alleged violation of this Agreement as quickly as possible.
- 6.02 No grievance shall be considered where the events giving rise to it occurred or originated more than seven (7) working days before the filing of the grievance.
- 6.03 The term "grievance" as used in this Agreement shall mean a complaint by any employee against the Employer alleging failure to comply with the provisions of this Agreement. Such grievance must be covered by specific provisions of this Agreement and complaints with reference to matters not included in this Agreement shall not be subject to the Grievance Procedure or Arbitration Procedure.
- 6.04 Both parties agree that they shall make an earnest effort to settle any difference, dispute or complaint arising over the interpretation, administration or application of this Agreement through the following steps:

STEP NO. 1:

The employee and his supervisor shall meet and discuss the said difference, dispute or complaint. The employee's supervisor shall give his decision within three (3) full working days. The employee shall have the assistance of his Union Steward if he so requests. Failing settlement, then

STEP NO. 2:

A grievance shall be submitted in writing in triplicate on forms supplied by the Union and signed by the employee. The written record of the grievance shall state the exact nature of

the grievance, the act or acts complained of, the identity of the employee who claims to be aggrieved, the specific section or sections of the Agreement which it is alleged have been violated, the date or dates upon which the violations are alleged to have occurred and the remedy the employee seeks. The employee and his Operations Manager shall meet to discuss the grievance within seven (7) working days of the submission of the written grievance. The employee's Operations Manager shall give his decision in writing within seven (7) full working days. One copy of the written decision is to be given to the Union and two copies to the Employer. Failing settlement, then

STEP NO. 3:

Within ten (10) working days following the decision in Step No. 2, the employee, his steward and another official of the Union shall meet with the Employer's Distribution Centre Manager, Departmental Manger and the employee's supervisor who shall render a decision within ten (10) full working days following this meeting. The grievance committee shall be present if either party so requests.

Failing settlement under Step No. 3 of any difference between the parties arising from the interpretation, administration, application or alleged violation of this Agreement, including any question as to whether or not a matter is arbitrable, such difference may be taken to arbitration as hereinafter provided and, if no written request for arbitration is received within fifteen (15) full working days after the decision in Step No. 3 is given, it shall be deemed to have been abandoned.

- 6.05 A complaint by an employee that he has been discharged without cause shall be treated as a grievance if it is submitted in writing to the Employer's Departmental Manager within two (2) working days of the employee's discharge. Such grievances will enter the Grievance Procedure at Step No. 2 and may be settled under the grievance or arbitration procedure by:

- (a) confirming the Company's action in dismissing the employee, or;
- (b) by any other arrangement which may be deemed just and equitable. It is understood that in determining whether a probationary employee has been discharged or suspended for just cause only, the lesser standard included in Article 14.03 shall be applicable.

6.06 An employee who is being notified of his discharge may request the presence of his steward. In the event that a steward is not present at such time, the Employer will advise the Union of the notice of discharge within seventy-two (72) hours after such notice has been effected. It is understood that failure to comply with the foregoing procedure shall not render the notice of discharge a nullity.

6.07 If a grievance is not processed in accordance with the time limits set forth in this article, it shall be considered to be abandoned. Should the Employer fail to observe the time limit specified for rendering a decision at any step, the grievance shall be automatically advanced to the next step. The time limits set forth in this article may be extended by mutual written agreement, provided that such extension for any one grievance shall not be a precedent or waiver of the time limits for any subsequent grievances.

6.08 No claim for compensation shall be retroactive for more than five (5) days prior to the date of filing of the grievance.

6.09 Any grievance concerning or affecting a group of more than three (3) employees may be submitted under Step No. 2.

6.10 Any complaint or grievance arising directly between the Employer and the Union may be submitted under Step No. 3.

ARTICLE 7 - ARBITRATION

- 7.01 The parties agree that any grievance concerning interpretation or alleged violation of this Agreement which has been properly carried through all the steps of the grievance procedure outlined above and which has not been settled may be referred to a board of arbitration at the request of either party hereto.
- 7.02 The party referring the grievance shall give notice to the other party indicating that it intends to refer the grievance to arbitration within fifteen (15) working days of the decision of the Distribution Centre Manager at Step No. 3 and shall include therein the name and address of its appointee to the Arbitration Board. Within five (5) working days of receipt of such notice the other party shall respond by indicating the name and address of its appointee to the Arbitration Board. The two (2) appointees so selected shall within five (5) working days after receipt of the notice of the appointment of the second of them appoint a third person who shall be the chairman of the Arbitration Board. If the recipient of the notice fails to name an appointee or if the two (2) appointees fail to agree upon a chairman within the time limited the appointment may be made by the Ontario Minister of Labour upon the request of either party.
- 7.03 The decision of the majority of the Arbitration Board shall be the decision of the Arbitration Board but if there is not a majority decision, the decision of the Chairman shall govern. Each party shall pay the remuneration of its appointee and the parties shall jointly pay the remuneration and expenses of the Chairman.
- 7.04 No person may be appointed to the Arbitration Board who has been involved in an attempt to negotiate or settle the grievance.

- 7.05 Notwithstanding the foregoing, the Employer and the Union may agree that a grievance be referred to a one-person board for arbitration. If the Employer and the Union are unable to agree upon a person to act as the Arbitration Board within thirty (30) days of the date of the referral, the appointment shall be made by the Minister of Labour for Ontario upon the written request of either party.
- 7.06 No matter may be submitted to arbitration which has not been properly carried through the proper steps of the Grievance Procedure.
- 7.07 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement or to award interest.
- 7.08 No Arbitration Board shall have the right to impose a standard of reasonableness upon the exercise of any of the Employer's prerogatives contained in this Agreement, unless such standard is expressly contained therein.
- 7.09 The proceedings of the Arbitration Board shall be expedited by the parties hereto.
- 7.10 In the arbitration of a discharge grievance, the Arbitration Board shall admit evidence in support of the discharge relating to conduct occurring subsequent to the discharge or uncovered subsequent to the discharge. The Arbitration Board shall in a case where it finds there was not just cause for discharge have jurisdiction to substitute a monetary penalty in lieu of reinstatement where it deems reinstatement to be inappropriate.

ARTICLE 8 - NO STRIKES, NO LOCKOUTS

8.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this Agreement, there shall be no strikes, picketing, slowdown or stoppage of work either complete or partial and the Employer agrees that there shall be no lockout. The words "strike" and "lockout" in this Agreement shall mean "strike" and "lockout" as defined in the Labour Relations Act.

ARTICLE 9 - HOURS OF WORK AND OVERTIME

9.01 This article provides the basis for the calculation of time worked and shall not be construed as a guarantee of the hours of work in a day or a week or guarantee of days of work or otherwise.

9.02 The normal work week shall be 40 hours per week consisting of five (5) consecutive eight (8) hour days. In the event that the Employer decides to schedule a work week that includes Saturday and/or Sunday as a regular day(s) of work for some employees, subject to the Employer's requirement for an efficient and qualified work force, employees will be assigned to such work weeks on the basis of inverse seniority.

The day shift will commence at 7:00 a.m. and end at 3:00 p.m. The second shift will commence at 3:30 p.m. and end at 11:30 p.m. In the event the Employer operates a three shift system, the starting times shall be 7:00 a.m., 3:00 p.m. and 11:00 p.m. As much notice as possible will be given but in no case less than two (2) weeks notice will be given to affected employees.

The company may need to modify from time to time the starting time of individuals or shifts in order to meet operational needs. The company agrees to discuss in a labour

management setting, any such modifications in advance of their implementation.

Shift changes by more than one-half ($\frac{1}{2}$) hour will be made by mutual agreement. Shift changes of one-half ($\frac{1}{2}$) hour or less will be offered by seniority within the department, providing the employees have the skill and ability to perform the work. If a sufficient number of employees do not accept the shift change of up to one-half ($\frac{1}{2}$) hour, the company will assign qualified employees to the shift by reverse seniority.

9.03 Overtime shall be voluntary. Overtime preference will be given to employees who normally perform the work for which the overtime is offered within a department by seniority. In the event that insufficient employees volunteer within the department the overtime opportunity will then be offered by seniority outside the department and then to all other employees.

All overtime will be first offered to regular full time employees in all areas except for the functions of split case bin and order filler in Club Z and split case.

9.04 Consistent with efficiency of operations, there shall be a one-half hour paid meal period in each full shift.

9.05 Employees may take one break with pay during the working period. Breaks shall commence and end at times designated by the Employer.

9.06 There shall be no pyramiding of overtime or any other premium payments or benefits under this Agreement. Hours compensated on an overtime or premium basis under one pay provision shall not be counted as hours worked in determining overtime or premium under the same or any other pay provision.

9.07 Overtime at the rate of time and one half the employee's regular hourly rate shall be paid for all work performed over eight (8) hours a day or forty (40) hours a week.

All hours worked on the sixth day in an employee's regularly scheduled work week will be paid at the rate of time and one half an employee's regular hourly rate.

All hours worked on the seventh day in an employee's regularly scheduled work week will be paid at the rate of time and one half unless the sixth day in such week also has been worked, in which case such hours on the seventh day will be paid at two times an employee's regular hourly rate.

In order to meet the Employer's overtime requirements a daily overtime list (D.O.L.) shall be posted prior to the first break in each shift. Every employee who is willing to work overtime in his Distribution Centre can so indicate by signing the D.O.L. The Employer will so advise those employees who sign the D.O.L. whether or not they shall be needed to work overtime one (1) hour before the end of the shift. The Company reserves the right to cancel the overtime. Employees will be notified of the cancellation of the overtime as soon as possible, but in any case before the start of the overtime shift. Preference will be given to those employees normally performing the required work on a seniority basis.

9.08 There shall be no split shifts, and furthermore no employee shall take time off for overtime worked.

9.09 If an employee is required to work more than eight (8) hours, he shall be granted a paid rest period of fifteen (15) minutes prior to the overtime.

9.10 A regular rotation will be instituted within each department within a shift by building.

ARTICLE 10 - RATES OF PAY

10.01 The Employer agrees to pay and the Union agrees to accept during the term of this Agreement the wage rates as set out in Schedule A attached hereto.

10.02 All employees covered by this collective agreement shall be paid bi-weekly.

10.03 Vacation pay shall be paid on the pay day before the vacation is to commence, if so requested in writing at least three (3) weeks prior to such pay day.

ARTICLE 11 - PAID HOLIDAYS

11.01 The following listed paid holidays, regardless of the day on which they fall, will be granted with pay to all employees who have completed their probationary period provided that when any of the said holidays fall on other than a regular working day, then the Employer may designate some other day as the day upon which the said holiday will be celebrated, or pay the employees who qualify for the said holiday as though it had fallen on a regular working day.

These recognized paid holidays are as follows:

New Year's Day

Good Friday

Victoria Day

Dominion Day

Labour Day

Thanksgiving Day

Christmas Day

Boxing Day

Civic Holiday

Birthday - after completion of one year's service to be taken at a mutually agreeable time.

11.02 The payment for the paid holidays shall be the employee's basic hourly rate times the number of regular hours scheduled at the time of the holiday.

11.03 If any of the above-mentioned days are worked, they shall be paid at time and one-half the employee's basic hourly rate for such hours worked, in addition to the holiday pay.

11.04 An employee shall receive pay for the holiday if

- (a) he has been employed for at least three months;
- (b) he works his scheduled regular day of work preceding and his scheduled regular day of work following a holiday, unless absent through verifiable sickness or accident;
- (c) he has earned wages on at least twelve days during the four weeks immediately preceding the holiday; and
- (d) he has agreed to work on a holiday and reports for and performs the work.

11.05 Employees are not eligible for holiday pay while receiving sickness or Workers' Compensation benefits or while on lay off, bereavement leave, sick leave, accident leave, or any other circumstances where the employee is not actively at work.

11.06 If an approved leave of absence without pay begins on the first work day following a holiday or ends on the last work day before a holiday, holiday pay will be paid.

ARTICLE 12 - VACATIONS

12.01 Each employee covered by this Agreement shall be entitled to vacation pay in the amount of not less than four percent

(4%) of the wages earned by him in the twelve (12) month period ending June 30th in each year or one weeks pay per week of vacation whichever is greater. In calculating wages, no account shall be taken of any vacation pay previously paid to the employee. It is understood that vacation pay entitlement as described above will not necessarily be equal to vacation time off and will be calculated solely on wages earned.

12.02 Employees with less than one (1) year service as of June 30th shall be entitled to one day vacation time off for each full month worked prior to July 1st to a maximum of 10 days.

An employee who has one (1) year's service as of June 30th shall be entitled to two (2) weeks vacation to be taken in the twelve (12) months following the said June 30th. Such an employee's vacation pay will be equal to four percent (4%) of the wages earned by him in the twelve month period ending June 30th in each year or one week's pay per week of vacation whichever is greater.

An employee who has three (3) years' service as of June 30th shall be entitled to three (3) weeks vacation to be taken in the twelve (12) months following the said June 30th. A maximum of two (2) weeks only may be taken consecutively. Such an employee's vacation pay will be equal to six and twelve one hundredths percent (6.12%) of the wages earned by him in the twelve month period ending June 30th in each year or one week's pay per week of vacation whichever is greater.

An employee who has ten (10) years service as of June 30 shall be entitled to four (4) weeks vacation to be taken in the twelve (12) months following the said June 30th. Such an employee's vacation pay will be equal to 8.334 percent of the wages earned by him in the twelve (12) month period ending June 30th in each year or one week's pay per week of vacation whichever is greater.

- 12.03 If a paid holiday falls within an employee's vacation period, he shall be granted another day of vacation with pay to be taken during the Christmas break period, or a day's pay in lieu thereof. The option shall rest with the employee and the employee shall advise the Employer of his decision prior to going on vacation.
- 12.04 All vacations must be taken at a time satisfactory to the Employer. Both parties agree that the annual vacation period shall commence on July 1st of each calendar year and end June 30th the following calendar year. Vacation may not be accumulated and carried over from one vacation year to the next. Annual vacations may not be taken consecutively. If the maximum allowable number of employees is not filled in any week, employees may substitute their vacation week with two (2) weeks notice.
- 12.05 The Employer will post a notice on the bulletin board by March 15th of each year requesting each eligible employee to indicate on a vacation request form his preferred vacation periods. The notice will remain posted until April 15th. During this period, each eligible employee shall indicate the vacation period he wishes. The Employer shall then post the schedule of vacation periods and, once posted, such schedule is not subject to change on the request of any employee, except with the consent of the Employer.
- 12.06 If, in scheduling vacations, conflicts between employees arise as to choice of vacation times, the Employer shall take seniority into consideration provided that the Employer is able, in its sole judgement, to retain an efficient and adequate work force to perform the work that is available. The Employer agrees to allow the following numbers of employees off at one time; five (5) per shift per building to a maximum of 20% per shift.
- 12.07 If an employee's employment is terminated for any reason whatsoever, he will be paid any unused accumulated vacation

pay.

12.08 Material Processors who have worked more than 1170 hours in the previous calendar year shall have vacation granted in accordance with Article 12 of the main body of the Collective Agreement. All Material Processors working less than 1170 hours in the previous calendar year shall be entitled to vacation with pay as outlined in Schedule "C" of the Collective Agreement.

ARTICLE 13 - BEREAVEMENT PAY

13.01 An active employee who has completed his probationary period and wishes to be absent from work for the purpose of attending a funeral or memorial service or for the purpose of making funeral arrangements for his spouse, mother, father, child, brother or sister may be granted a leave of absence covering the required time off up to a maximum of three (3) continuous calendar days, or in the case of a grandparent, mother-in-law, father-in-law, brother-in-law or sister-in-law up to a maximum of one (1) calendar day. Bereavement leave is not vacation time and may only be taken where required. Where any of such days of absence fall on a scheduled working day for such employee, he shall be paid bereavement pay for each day computed by multiplying his basic hourly rate times the number of hours he was scheduled to work. An employee will not receive bereavement pay when it duplicates pay or any other allowance received for time not worked for any other reason. Time lost thus compensated for will not be counted as hours worked for purposes of determining overtime or premium pay.

13.02 Bereavement leaves of absence shall not be granted automatically and shall only be granted when the circumstances warrant the leave for the purpose of attending the funeral and/or making funeral arrangements.

ARTICLE 14 - SENIORITY

- 14.01 Seniority as referred to in this Agreement shall mean length of continuous service with the Employer at its warehouse operations in Toronto and Brampton, Ontario, from the employee's last date of hire. It shall have relevance only where specifically set forth and explained with respect to how it is to be applied. Subsequent to the signing of this Agreement, and every six months thereafter, a seniority list shall be posted by the Employer. Employees will have two (2) weeks following such posting to clarify any disputes with respect to such seniority after which the list shall be accepted by the Union and all employees as correct.
- 14.02 If an employee is hired into the bargaining unit with recognized company service accumulated outside the bargaining unit, such service will be recognized for the purposes of wage and benefit administration and entitlement. In the event that an employee elects to bump into the bargaining unit pursuant to Article 14.06 from other Distribution Centre buildings, previous service earned at that Distribution Centre will be recognized by the Employer as if earned under this collective agreement, for all purposes under this collective agreement. It is further understood that all members of the bargaining unit employed by the Employer as of the date of execution of this Agreement shall receive full recognition for any service which may have been earned at the Employer's City View Distribution Centre for all purposes under this Collective Agreement.
- 14.03 An employee shall be considered on probation and shall have no seniority until he has worked sixty (60) consecutive working days in the bargaining unit. Upon completing such period the employee will be placed on the seniority list as of his last date of hire. An employee on probation shall hold no seniority and the employer shall have the right to discharge, demote, suspend, reprimand, lay off or otherwise discipline a probationary employee providing they act in good faith and in

a non-arbitrary manner

14.04 When filling permanent vacancies and on lay offs, the skills, ability, dependability and qualifications of employees together with the results of any tests deemed by the Employer to be relevant shall be given consideration. If there is any choice to be made between two employees who are otherwise relatively equal, the employee having the greater seniority shall receive the preference. In all instances, regular full time (Material Handlers, Maintenance and full-time split case) will be given first preference by seniority and then material processors.

Recalls from lay off will be conducted by seniority if the employee is capable of doing the job. Regardless of seniority, the Chief Steward will be the last employee laid off and the first to be recalled.

When the work force is reduced, employees will be laid off in the following order: material processor and regular full time.

Permanent vacancies are defined as vacancies that are expected to or do last in excess of thirty (30) days.

14.05 Employees within the bargaining unit shall have the opportunity to apply in the event a permanent vacancy in the bargaining unit occurs, subject to the criteria set out in article 14.04. To facilitate such applications any such vacancy shall be posted for a period of two (2) full clear working days.

There will be a maximum of three (3) postings for a vacancy - the original posting to fill the vacancy and the two subsequent postings for the vacancies created. Any further vacancy that occurs after the second subsequent posting may be filled by the Employer without posting.

Should the successful applicant to a posting be unsatisfactory, he shall be returned to his former job and the vacancy may be filled from other applicants if any are qualified without further

posting.

A newly hired employee or an employee who has successfully bid under this article shall not be entitled to bid for a subsequent posted job for six (6) months from the date of his employment or date of his successful bid except with the Employer's permission.

14.06 The Employer may lay off employees for a period not exceeding five (5) working days without regard to the seniority provisions of the Agreement. In the event the Employer reduces or eliminates a department or shift for more than five (5) working days the employees affected shall be the most junior in that department and may exercise their seniority in another department within any Distribution Centre building in Brampton or Metropolitan Toronto as per article 14.04 and 14.05.

14.07 An employee will lose his seniority and his employment with the Employer shall be terminated, for any of the following reasons:

- (a) if he quits;
- (b) if he is discharged and is not reinstated through the Grievance Procedure or Arbitration Procedure;
- (c) if he is laid off and fails to return to work within five (5) working days after he has been notified to do so by registered mail to his last known address;
- (d) if he overstays a leave of absence or vacation, unless a reason acceptable to the Employer is given;
- (e) if he uses a leave of absence for a purpose other than the one given to the Employer;

- (f) if he absents himself from work for more than three (3) working days without reason acceptable to the Employer, except in cases of accident or sickness;
- (g) if he is laid off and not recalled for a period of twelve (12) months or length of seniority whichever is the lesser.
- (h) if he is off work for any reason for more than twelve (12) months, except in cases of long term disability or Workers' Compensation in which case the period will be extended to twenty-four (24) months. Such termination of employment and seniority will not affect any long term disability entitlement which the employee may have under this Agreement.
- (i) if he is absent from work for three (3) consecutive days regardless of the reason without notifying the Employer.

14.08 Employees who are on lay off shall be deemed not to be active employees and shall not be eligible for any pay or benefits under this agreement other than their right to recall. Employees who are off work because of sickness or accident shall not be eligible for statutory holiday pay or vacation pay or any other pay or benefits except those to which they are expressly entitled under this Agreement.

14.09 If an employee finds he is unable to report for work he shall notify his supervisor or if that person is unavailable, another supervisor, before the commencement of his shift, or if he is unable to do so, in any event no later than one (1) hour after his shift commences unless due to a reason acceptable to the Employer.

14.10 (a) In the event that an employee is promoted to a supervisory or confidential position beyond the scope of this Agreement and is replaced in a position within the scope of this Agreement within a one (1) year period, he

shall retain all seniority he has previously acquired and shall have added thereto the seniority accumulated while serving in such supervisory or confidential capacity.

- (b) The Company will not promote to any position outside of the bargaining unit for less than sixty (60) days. However, if the candidate is unsuccessful or declines the position, he may return to the bargaining unit in accordance with 14.10(a).

14.11 The Union recognizes the Employer's need to require from time to time the use of Material Processor employees. The Employer agrees that such help will not be used to the extent of displacing or replacing a regular full time employee except as otherwise set out in this collective agreement. All temporary and part-time employees will be hired as Material Processors.

Material Processors whether hired directly by the Company or indirectly from outside agencies shall be recognized as probationary employees as set out below under the terms of this Agreement for a period of 450 hours at which time they will be placed on a separate seniority list in accordance with Article 14.01 and 14.03.

Material Processors will be restricted to essentially manual work and will not perform functions normally exclusively performed by regular full time material handlers including but not restricted to operation of power machines (except walkie-riders by non-agency material processors) and paperwork (except basic paperwork and tallying).

NOTE: Basic paperwork means work such as counting or tallying which is occasionally required in the course of basic work and which is essentially dissimilar from the paperwork of full time material handlers.

In all instances within a department regular full-time material handlers will be given first preference to use walkie-riders over material processors.

- * Material Processor employees will be paid in accordance with the wages as set out in Schedule A and shall not be subject to Article 9.04 and Article 24.02 #4, #5, #6 and shall be limited to \$2,000 coverage on 24.02 #3a.

When an individual normally works part-time hours, part-time benefits eligibility shall apply. For purposes of this clause part-time shall mean working at a rate of 1170 hours per year or less in the preceding period.

Material Processor employees will be scheduled for the available hours by seniority and preference of shift that are available up to 37½ hours per week. Whenever additional hours become available beyond the normally scheduled hours, such hours will be offered by seniority up to 37½ hours per week to those who have indicated their availability.

Notwithstanding paragraph 1 of Article 9.02, Material Processor will be paid only for hours actually worked and may be scheduled for less than 7½ hours per day where such hours are not available. Further, notwithstanding paragraph 2 of Article 9.07, if such employees are assigned to a regular work week of 37½ hours of actual work, overtime at the rate of time-and-one-half shall be paid for all work performed over 37½ hours of work in a week.

Former regular part-time employees restricted to work in Split Case and Club Z order picking and bin filling will have the preference to exercise their seniority in these areas. Existing part-time employees, who advise us on ratification of this agreement that they wish to maintain existing preferences for days of the week to be scheduled, will be accommodated, wherever possible according to existing practises as confirmed in a letter of understanding attached to this agreement.

- * *reference Letter of Understanding*

14.12 When an employee is required to work a job classification, department, or shift other than their own, for purposes of relieving for sickness, accident, vacation, leave of absence, and maternity/parental leave, the following temporary transfer procedure will apply:

- (a) Elevations to a higher classification will first be offered to employees within the department involved, by seniority, provided the employees are equally qualified to do the work.
- (b) Transfers to a lower rated classification shall be offered by order of reverse seniority provided the employees are equally qualified to do the work. Employees will maintain their current rate of pay during such transfers.
- (c) The Company may assign temporary transfers in order of reverse seniority where a shortage of volunteers exists.
- (d) Temporary vacancies of thirty (30) days or less will not be posted.
- (e) When required, in order to facilitate the temporary transfer process, employees will be offered training on a reasonable basis by signing a posted "training list".
- (f) An employee who is temporarily assigned to a higher classification for one half ($\frac{1}{2}$) hour or more will be paid the regular hourly rate of the higher classification for all such hours worked on that day.
- (g) Upon returning to the employee's regular classification, the employee's rate of pay shall be the rate of their normal job.
- (h) The Company agrees to identify the employee being replaced on the above temporary transfer if requested by the Union.

ARTICLE 15 - EMPLOYEE'S ADDRESSES

15.01 It shall be the duty of each employee to notify the Employer promptly of any change in address. If an employee shall fail to do this, the Employer will not be responsible for failure of a notice to reach such employee.

ARTICLE 16 - LEAVE OF ABSENCE

16.01 The granting of leaves of absence is discretionary. The Employer may at its sole discretion grant a leave of absence without pay for a legitimate personal reason. A request for a leave absence must be made in writing and must set forth clearly the reason for the request, the commencement and termination dates of such leave. The request for a leave of absence shall be made at least fourteen (14) days prior to the proposed commencement date.

16.02 Pursuant to Article 16.01, the Employer will grant leave of absence without pay or loss of seniority to a delegated bargaining unit member or members to attend Union Conventions or Conferences, it being agreed that the Union, in selecting the member or members will make every effort to avoid affecting the production of the Employer and that the leave so requested will be kept to a minimum.

16.03 In case of pregnancy preventing performance of regular duties the company will discuss alternate work arrangements with the individual and if requested will discuss its considerations with the Health and Safety Committee.

16.04 Taking into account the needs and efficiencies of the business, the Company may grant a leave of absence without pay to Union Stewards, Officers and representatives, to attend Union conventions or Union educational sessions. All leaves shall not exceed a total of one (1) month per year per person. The Company may also grant a leave of absence to one (1)

Union Steward, officer or representative in the entire bargaining unit for a maximum period of three (3) months once during the life of the collective agreement.

ARTICLE 17 - HEALTH & SAFETY

- 17.01 (a) The Employer shall make and maintain reasonable provisions for the safety and health of employees during working hours.
- (b) The Union will cooperate in the enforcement of safety rules and regulations.
- (c) A joint Health and Safety Committee shall be established consisting of at least one (1) bargaining unit member per shift or one (1) alternate and three (3) members of management. Such committee is to meet as often as is required by the Occupational Health and Safety Act to deal with matters only relevant to the health and safety of all employees.
- (d) Suitable first aid facilities to be provided as required by the Occupational Health and Safety Act.
- (e) Material Handlers will not be required to change batteries.

ARTICLE 18 - BULLETIN BOARD

18.01 The Employer agrees to provide a glass-case bulletin board in each location for the sole use of the Union to post notice to the employees. All material that the Union desires to post must have the prior approval of the Employer's Distribution Centre Manager or designate. All material to be posted shall be initialled and posted by the Employer' Distribution Centre Manager or designate. Such approval will not be unreasonably

withheld.

ARTICLE 19 - JURY OR WITNESS DUTY

19.01 When an employee is called upon to serve on a jury or is summoned as a witness, the Employer shall pay the difference between the fee received from the Crown and the employee's regular wage rate.

19.02 An employee who is required to report for jury duty shall not be scheduled to work any shift other than the day shift for the duration of his serving on jury duty.

19.03 Employees required by the Employer to appear in court as a witness in any case directly affecting the Employer will be paid in the same manner as set out in 19.01.

19.04 On such days that an employee is serving jury duty or as a witness, the employee must work regularly scheduled hours which remain possible as a result of when such duty starts or finishes. The employee will call his supervisor or a designate to ascertain whether *it* is necessary to report for work.

ARTICLE 20 - TRANSFERS AND TRANSPORTATION

20.01 An employee who reports to work and is reassigned to a new location will be paid for his required travelling time to the new location plus 22¢ per km for such trips on the day of the transfer only.

20.02 Transfers will be offered to employees by seniority and no employee will be transferred from his location without his consent.

ARTICLE 21 - CALL BACK ALLOWANCE AND SHIFT PREMIUM

21.01 If an employee has completed his day's work and has left the company premises and is subsequently called back to work by the Employer, he shall be paid a minimum of four (4) hours pay at one and one half (1½) times his normal straight time hourly rate regardless of how little time he is required to work.

21.02 Effective from the date of ratification, a shift premium of \$0.40 per hour will be paid for all hours worked on the second shift and \$0.45 per hour on the third shift, but shall not be included for the purpose of any overtime calculation.

ARTICLE 22 - SEVERANCE PAY

22.01 In the event of closure of part or all of the Employer's Distribution Centre which results in the permanent lay off of any employees, the Employer agrees to pay each employee so affected one week's pay for each full year of consecutive full time service up to a maximum of eight (8) weeks.

ARTICLE 23 - SAFETY FOOTWEAR

23.01 The Employer agrees to pay up to \$45.00 to each employee who has completed his probationary period, per year, for the purchase of safety footwear.

23.02 The Company agrees to provide ear protection and muffs for all employees of the shipping and non-conveyable departments at no cost to the employee.

The Company will provide twenty-five dollars (\$25.00) towards the cost of a vest of their choice to all shippers and receivers payable once during the life of the collective agreement payable on submission of receipts.

ARTICLE 24 - BENEFIT PLANS

24.01 It is agreed that the application of certain company benefits set out below shall continue to apply to eligible bargaining unit employees on the active payroll in conformity with their general application throughout Zellers Inc. from time to time during the currency of the Collective Agreement and subject to the terms and conditions of the respective plans or policies. The application of such plans shall also be subject to the payment by eligible employees of their share of any monthly premiums through monthly payroll deduction.

24.02 While the application of such benefits to employees may be the subject of a grievance, it is understood and agreed that the benefit plans or policies themselves do not form part of this Collective Agreement and are not themselves subject to the Grievance Procedure or Arbitration.

1. Ontario Health Insurance Plan and Extended Health Care Plan
2. Employee Discount Policy
3. Zellers Group Benefit Plans
 - (a) Life Insurance Plan
 - (b) Long Term Disability Plan
 - (c) Dental Plan
 - (d) Survivors Income Benefit
4. Zellers Income Protection Plan
 - Approved Short Term Absence
 - Mid-Term Illness
5. Zellers Inc. Employees' Pension Plan
6. Canada Savings Bonds (Payroll Deduction Plan)

A brief descriptive summary of the above benefits for each of

these plans is set out in Schedule B attached hereto and forms part of this Agreement.

ARTICLE 25 - PART-TIME EMPLOYEES

25.01 All conditions for part-time employees will be as set out in Schedule C which forms part of this Agreement.

ARTICLE 26 - DURATION OF AGREEMENT

26.01 The term of this Agreement shall be for two (2) years from the-1st day of June 1994 to the 31st day of May 1996 and shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other in writing within the period of ninety (90) days immediately prior to the expiration date that it desires to amend the Agreement.



IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives as of the date and year first above written.

Dated at Toronto this _____ day of _____, 19____.

ZELLERS INC.

RETAIL, WHOLESALE CANADA, CANADIAN SERVICE SECTOR,
DIVISION OF THE UNITED STEELWORKERS OF AMERICA,
LOCAL 1000

SCHEDULE A

WAGE RATES

MATERIAL PROCESSOR

<u>Start</u>	<u>6 MOS</u>	<u>12 MOS</u>	<u>18 MOS</u>	<u>24 MOS</u>	<u>30 MOS</u>	<u>36 MOS</u>
9.07	9.37	9.67	9.97	10.27	10.57	10.70

Effective June 1, 1994, all employees classified as General Helper at date of ratification will be reclassified as Material Processor at the start rate.

All employees classified as Regular Part-time on the date of ratification will be reclassified as Material Processor effective June 1, 1994 at an hourly rate of 10.70 and effective on ratification each Regular Part-time will receive a lump sum \$300 and effective June 1, 1995 a further lump sum of \$300.

ALL OTHER CLASSIFICATIONS

Effective June 1, 1994, all classifications and individual rates shall increase by 2.7%.

	<u>Start & During Probation</u>	<u>After Probation</u>	<u>After 12 Months</u>	<u>After 24 Months</u>
Regular Full Time	12.65	14.01	14.85	15.51
Maintenance Mechanic I	17.91	19.10		
Maintenance Mechanic II	17.91			
General Maintenance	12.65	14.01	14.85	15.51
Split Case Handler	10.16	10.83		

Effective June 1, 1995, all classifications and individual rates shall increase by 2.2%.

	Start & During Probation	After Probation	After 12 Months	After 24 Months
Regular Full Time	12.93	14.32	15.18	15.85
Maintenance Mechanic I	18.30	19.52		
Maintenance Mechanic II	18.30			
General Maintenance	12.93	14.32	15.18	15.85
Split Case Handler	10.38	11.07		

- * **All** regular full-time employees, maintenance employees and full-time split case employees will be paid for one day of lay-off per year. In the event that no lay-off has occurred, these employees will be paid one day of wages.

SCHEDULE B

BENEFITS

1. ONTARIO HEALTH INSURANCE PLAN AND EXTENDED HEALTH CARE PLAN

ONTARIO HEALTH INSURANCE PLAN

- INSURANCE CARRIED :

As provided by the Ontario Provincial Government.

- ELIGIBILITY :

After three months of service.

- CONTRIBUTION :

To be paid by the employee and subsidized in part by the company.

EXTENDED HEALTH CARE PLAN

HEALTH PLAN - MEDICAL COSTS (coverage optional at employee's discretion)

- INSURANCE CARRIED :

Individual Plan: 80% of incurred costs
Annual deductible of \$25.00

Family Plan: 80% of incurred costs
Annual deductible of \$50.00 per family

The Health Plan covers items such as prescriptions, private hospital rooms, chiropractors, psychologists, nursing services and medical care received outside Canada.

- ELIGIBILITY :

After 6 months of service.

- CONTRIBUTION :

Individual Plan: To be paid by the employee

Family Plan: To be paid by the employee

2. EMPLOYEE DISCOUNT POLICY

(a) Start Discount:

- ENTITLEMENT :

10% discount on most purchases at all Zellers stores.

- ELIGIBILITY :

On Zeller's hire date.

- CONTRIBUTION :

Paid by Zellers Inc.

(b) One Year Discount:

- ENTITLEMENT :

15% discount on most purchases at all Zellers, the Bay.

- ELIGIBILITY :

After one year of service.

- CONTRIBUTION :

Paid by Zellers Inc.

3. ZELLERS GROUP BENEFIT PLANS

A. LIFE INSURANCE PLAN

LIFE INSURANCE (general)

- INSURANCE CARRIED :

\$10,000.00

- ELIGIBILITY :

After 6 months of service.

- CONTRIBUTION :

Paid by Zellers.

LIFE INSURANCE (optional)

- INSURANCE CARRIED :

As chosen by the employee
the equivalent of half his salary
the equivalent of his salary
the equivalent of 1 ½ times his salary
the equivalent of double his salary

- ELIGIBILITY :
After 6 months of service.
- CONTRIBUTION :
To be paid by the employee.

B. LONG TERM DISABILITY PLAN

- INSURANCE CARRIED :
In the case of partial or temporary total disability:
The benefits are equal to 50% of the salary (maximum of \$2,500/month) starting on the 18th week of disability for a period of two (2) years. (Government disability payments shall reduce entitlement by same amount).

- In the case of total permanent disability:
The benefits are equal to 50% of the salary starting on the 3rd year of disability until the age of 65. (Government disability payments shall reduce entitlement by same amount).

- ELIGIBILITY :
After one year of service.
- CONTRIBUTION:
Paid by Zellers Inc.

C. DENTAL PLAN

DENTAL PLAN - ROUTINE WORK

- INSURANCE CARRIED :
70% of incurred costs.

Maximum of \$1,000.00 in benefits per insured person per year (including major work), covering routine work and preventive care recognized by the Association of Dental Surgeons. Payment shall be in accordance with the fee schedule referred, to in the Dental Plan.

- ELIGIBILITY :

After one year of service.

- CONTRIBUTION :

Individual Plan: Paid by Zellers Inc.

Family Plan: (Optional) to be paid by the employee.

DENTAL PLAN - MAJOR WORK

- INSURANCE CARRIED :

50% of incurred costs.

Maximum of \$1,000.00 in benefits per insured person per year (including routine work) covering orthodontic work, oral surgery, dentures, bridgework, crowns, etc. Payments shall be in accordance with the fee schedule referred to in the Dental Plan.

Maximum lifetime benefit per insured person for orthodontic work is \$750.00.

- ELIGIBILITY :

After 3 years of service.

- CONTRIBUTION :

Individual Plan: Paid by Zellers Inc.

Family Plan: (Optional) - to be paid by the employee.

D. SURVIVORS INCOME BENEFIT

SURVIVOR BENEFITS IN CASE OF DEATH (coverage optional at employee's discretion)

- INSURANCE CARRIED:

The benefits are equal to 25% of the employee's average monthly salary, paid to the spouse, plus 5% of the salary for each dependent child, to a maximum of 3 children.

The benefits are paid out for the spouse's lifetime (or until remarriage) and until the age of 21 for the children (age 25 if attending university).

- ELIGIBILITY :
After 6 months of service.
- CONTRIBUTION :
To be paid by the employee.

4. ZELLERS INCOME PROTECTION PLAN

APPROVED SHORT TERM ABSENCE

- INSURANCE CARRIED:

Covers sickness and absences for personal reasons for which payment has been approved by the Employer (ie moving). Paid at full pay. Benefits begin on the second day of such an absence unless employee has three (3) year's service, in which case payment will begin on the first day.

- ELIGIBILITY:

After 6 months of service up to a maximum of one average work week per year.

After 1 year's service up to a maximum of two average work weeks per year. A medical certificate may be required when absence is due to sickness.

- CONTRIBUTION:

Paid by Zellers Inc.

MID-TERM ILLNESS

- INSURANCE CARRIED:

Covers personal illness only at 2/3 regular pay up to a maximum of two average work weeks.

- ELIGIBILITY:

After 3 years of service. A medical certificate may be

required.

- CONTRIBUTION:

Paid by Zellers Inc.

5. ZELLERS INC. EMPLOYEES PENSION PLAN

- INSURANCE CARRIED:

As set out under the terms of the Pension Plan.

- ELIGIBILITY:

Employees may join after one year's service but before five years of service are completed.

- CONTRIBUTION:

As required by the Pension Plan for the employee plus company contribution on the employee's behalf as per the Pension Plan.

6. CANADA SAVINGS BONDS (Payroll Deduction Plan)

- ELIGIBILITY:

After one year of service.

SCHEDULE C

- * All matters relative only to Material Processors and their working conditions shall be contained within this Schedule.

ARTICLE 1 - INTENT AND PURPOSE

1.01 The Employer and the Union each represents that the purpose and the intent of this Agreement is to promote cooperation and harmony, to recognize mutual interests, to formulate rules to govern the relationship between the Employer and the Union and to set forth herein the basic agreement covering rates of pay, hours of work and conditions of employment.

The Union recognizes that the business in which the employer is engaged is highly competitive and that the employer must be able to maintain an efficient cost effective operation and improve itself in an highly competitive market and the Union agrees to support the employer in obtaining these objectives all of which are consistent with this collective agreement.

1.02 - As per main body of Agreement.

ARTICLE 2 - As per main body of Agreement.

ARTICLE 3 - As per main body of Agreement.

ARTICLE 4 - As per main body of Agreement.

4.01 The Employer agrees to deduct from the wages of each employee an amount equal to the regular Union dues uniformly required of members of the Union as required by the Labour Relations Act starting the first of the month after completion of 30 calendar days. Such amount shall be deducted from the first pay of the month. The Employer shall forward all such amounts to the Union by the end of the month in which the deduction was made and the Union shall indemnify and hold harmless the Employer against any and all liabilities arising

therefrom.

4.02, 4.03, 4.04, 4.05 - As per main body of Agreement.

ARTICLE 5 - UNION REPRESENTATION

5.01, 5.02, 5.03, 5.04, 5.05, 5.06, 5.07, 5.08, 5.09
- As per main body of Agreement.

ARTICLE 6 - As per main body of Agreement.

ARTICLE 7 - As per main body of Agreement.

ARTICLE 8 - As per main body of Agreement.

ARTICLE 9 - HOURS OF WORK AND OVERTIME

9.01 This article provides the basis for the calculation of time worked and shall not be construed as a guarantee of the hours of work in a day or a week or guarantee of days of work or otherwise.

9.02 The regularly scheduled work week shall be up to 37.5 hours per week and employees are paid for hours worked.

The day shift will normally commence at 7:00 a.m. and the afternoon shift will normally commence at 3:30 p.m. However, if the Employer schedules a three shift operation the shifts will normally start and end at 7:00 a.m., 3:00 p.m. and 11:00 p.m.

9.03 Overtime shall be voluntary. Overtime preference will be given to the employee who normally performs the work for which the overtime is offered within the department by seniority. In the event insufficient employees volunteer within the department, overtime opportunities will be offered by seniority outside the department.

This agreement shall be deemed to be in compliance with the employment standards act of Ontario and made by the Union on behalf of each employee in the bargaining unit.

- * 9.04 Consistent with efficiency of operations, there shall be a one half ($\frac{1}{2}$) hour unpaid meal period in each full shift.
- 9.05 Employees may take one break with pay during the working period. Breaks shall commence and end at times designated by the Employer.
- 9.06 There shall be no pyramiding of overtime or any other premium payments or benefits under this Agreement. Hours compensated on an overtime or premium basis under one pay provision shall not be counted as hours worked in determining overtime or premium under the same or any other pay provision.
- * 9.07 Notwithstanding paragraph 1 of Article 9.02, material processor will be paid only for hours actually worked and may be scheduled for less than $7\frac{1}{2}$ hours per day where such hours are not available. Further, notwithstanding paragraph 2 of Article 9.07, if such employees are assigned to a regular work week of $37\frac{1}{2}$ hours of actual work, overtime at the rate of time-and-one-half shall be paid for all work performed over $37\frac{1}{2}$ hours of work in a week.
- 9.08 There shall be no split shifts, and further more no employee shall take time off for overtime worked.
- 9.09 If an employee is required to work more than seven-and-one-half ($7\frac{1}{2}$) hours, he shall be granted a paid rest period of fifteen (15) minutes prior to the overtime.
- 9.10 New part-time employees will be asked on hiring for their preferred weekly work days and the company will accommodate these and current employees wherever possible

as per current practice.

ARTICLE 10 - As per main body of Agreement.

ARTICLE 11 - PAID HOLIDAYS

11.01, 11.02, 11.03 - As per main body of Agreement.

11.04 An employee shall receive pay for the holiday if

- (a) he has been employed for at least three months;
- (b) he works his scheduled regular day of work preceding and his scheduled regular day of work following a holiday, unless absent through verifiable sickness or accident;
- (c) he has earned wages on at least ten days during the four weeks immediately preceding the holiday; and
- (d) he has agreed to work on a holiday and reports for and performs the work.

11.05, 11.06 - As per main body of Agreement. .

ARTICLE 12 - VACATIONS

12.01 Employees shall receive vacation pay pursuant to the Employment Standards Act.

12.02 All vacations must be taken at a time satisfactory to the Employer.

ARTICLE 13 - As per main body of Agreement. ,

ARTICLE 14 - SENIORITY

14.01, 14.02 - As per main body of Agreement.

14.03 An employee shall be considered on probation and shall have no seniority until he has worked 450 hours in the bargaining unit.

Upon completing such period the employee will be placed on the seniority list as of his last date of hire.

An employee on probation shall hold no seniority and the employer shall have the right to discharge, demote, suspend, reprimand, lay off or otherwise discipline a probationary employee providing they act in good faith and in a non arbitrary manner.

14.04, 14.05, 14.06, 14.07, 14.08, 14.09, 14.10, 14.11, 14.12
- As per main body of Agreement.

ARTICLE 15 - As per main body of Agreement.

ARTICLE 16 - As per main body of Agreement.

ARTICLE 17 - As per main body of Agreement.

ARTICLE 18 - As per main body of Agreement.

ARTICLE 19 - As per main body of Agreement.

ARTICLE 20 - As per main body of Agreement.

ARTICLE 21 - As per main body of Agreement.

ARTICLE 23 - As per main body of Agreement.

ARTICLE 24 - BENEFIT PLANS

24.01 It is agreed that the application of certain company benefits on Article 14.11 main body shall continue to apply to eligible bargaining unit employees on the active payroll in conformity with their general application throughout Zellers Inc. in Ontario from time to time during the currency of the Collective Agreement and subject to the terms and conditions of the respective plans or policies. The application of such plans shall also be subject to the payment by eligible employees of their share of any monthly premiums through monthly payroll deductions.

Note that for purposes of benefits described in Article 24.02 with the exception of 24.02, #4, #5, #6, the Material Processor will get full time eligibility if they worked more than 1170 hours the preceding year.

ARTICLE 25 - DURATION - As per Article 26 in main body of Agreement.

LETTERS OF UNDERSTANDING - As per main body of Agreement.

* *reference Letter of Understanding*

LETTER OF UNDERSTANDING

BETWEEN

ZELLERS INC.

(hereinafter referred to as the "Employer")

AND

**RETAIL, WHOLESALE CANADA, CANADIAN SERVICE SECTOR
DIVISION OF THE UNITED STEELWORKERS OF AMERICA,
LOCAL 1000**

(hereinafter referred to as the "Union")

For the duration of the Collective Agreement and forming a part thereof.

1. JOB VACANCY

Before recruiting from outside sources to fill job vacancies or new jobs, it is the Employer's policy to "post" the new or vacant positions on the Staff Bulletin Board at any individual location. Employees who apply for the positions are interviewed and given preference over outside applicants if their qualifications and performance meet requirements.

For positions of a specialized nature, a search for candidates from outside the company may take place simultaneously with the job posting.

If there is any choice to be made between two employees who are otherwise relatively equal, the employee having the greater seniority shall receive the preference.

Consistent with this policy, it is understood that in the event that either or both the present Distribution Centre operations were transferred to a new location during the term of this

collective agreement, preference would be given to affected employees presently employed at other buildings should they wish to relocate.

It is agreed that this letter of understanding shall form part of the collective agreement entered into between Zellers Inc. and the Retail, Wholesale Canada, Canadian Service Sector, Division of the United Steelworkers of America which document is in effect for the period commencing on June 1, 1994 and ending on May 31, 1996.

2. STAFF TEMPORARY SCHEDULER

As soon as possible upon ratification the union shall appoint a Material Handler to the new position of Staff Scheduler with basic job parameters as follows:

1. The job shall be full time on duties of:
 - learning thoroughly the scheduling processes which are or could be used in the building with specific attention to temporary assignments to cover busy periods.
 - working with building managers and/or supervisors to determine jointly whether temporary assignments to Material Handler duties are warranted by mutual agreement.
2. Staff temporarily assigned to Material Handler duties pursuant to 1 above shall, if required and if properly licensed, be permitted to operate all powered material handling equipment except Hi Bay Lifter (537's) during any such assignment.
3. The scheduler will also assist in determining the necessity of and explaining assignments of qualified Material Handlers to Hi Bay Lifter equipment if necessary to facilitate the above.

4. At the end of each **six months in the** position the incumbent's tenure maybe extended or terminated by mutual agreement or failing that, by either party, in which case the party who did not last make an appointment shall appoint a new incumbent forthwith.
5. Should scheduling duties not require full time in the opinion of the scheduler, he or she will offer him or herself to be assigned additional duties.

3. **VACATION PAY**

The company agrees to undertake to provide vacation pay by separate cheque, subject to the details of implementation within the new payroll system and to any necessary tax adjustments.

4. **HUMANITY FUND**

The Company will contribute one cent (1¢) per hour worked to the Steelworkers Humanity Fund and such contribution will be made for straight time hours worked only and will not be made for over time hours or premium hours. Hours not worked, even though compensated in accordance with a specific provision of the Agreement and deemed to be hours worked for other purposes, shall not be considered to be hours worked for purposes of this Fund. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each calendar quarter year, and such contributions remitted to the United Steelworkers of America, National Office.

It is clearly understood that this Fund is to be utilized strictly for the purposes specified in the Steelworkers Humanity Fund Inc. Letter Patent, dated March 12, 1986.

5. **JOB GUARANTEE**

The number of regular full-time material handlers shall be increased from its current level of 126 to 131 positions within 30 days of the ratification of **this** agreement. The new

positions which are established as a result of this letter shall be posted and filled in accordance with article 14.04 and 14.05.

It is agreed that 115 such regular full-time material handler positions shall be maintained during the term of this collective agreement and that the employees occupying said positions shall not be subject to permanent lay-off for the duration of this agreement.

The guarantee of 115 set forth in this letter does not apply in the case where the employer is prevented from maintaining its normal distribution operations by an act of God or in the case where the employer permanently closes its Metro Toronto and Brampton Distribution operations.

The Company agrees it will maintain at least one Material Handler to each two shipping lanes in Shipping Department.

6. **VACATION PAY - PART-TIME EMPLOYEE**

The company undertakes to make arrangements as soon as feasible to pay vacation pay to each employee at the time of their vacation recognizing that the amount payable to a part-time employee shall be the monies accrued to the date of the beginning of any period of vacation.

7. **MATERIAL HANDLERS**

The company agrees to maintain its current staffing practices as to the numbers of material handlers and issues of temporary assignments of these staff in the receiving department during the duration of this collective agreement unless otherwise agreed upon through labour management discussion.

8. **JOINT LABOUR/MANAGEMENT REVIEW COMMITTEE**

It is agreed that a joint committee consisting of the below noted participants shall meet on a quarterly basis on company paid time to:

- (a) Review all issues related to General Help and Material Handler job classifications and the implementation of job procedures.
- (b) Monitor compliance with agreed upon job classifications.
- (c) Review overtime allocation problems on shifts.

Such committee shall comprise:

FOR THE COMPANY

Building Manager
 Operations Manager
 Human Resources Manager

FOR THE UNION

Local Union Representative
 Chief Steward
 One Steward

9. HARASSMENT PROTECTION

The Company fully supports the policy that:

- (a) Every employee has a right to freedom from harassment in the workplace by any agent of the employer or by another employee on any prohibited Human Rights ground. These grounds typically include race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, sex, marital status, family status, handicap, and sexual orientation.
- (b) Every employee has the right to be free from a sexual solicitation or a reprisal or a threat of reprisal for the rejection of a sexual solicitation.
- (c) Any employee believing him or herself to be or about to be harassed by another employee has a duty to specifically request the other employee to refrain from such behaviour. Harassment is defined as a course of vexatious comment or conduct that is known or reasonably ought to be known to be unwelcome. For clarification, harassment is one or more actions or comments related to any prohibited ground which the harasser could reasonably have been expected to know

to be unwanted and damaging, humiliating or vexatious.

- (d) Every employee has the duty to report harassment of any employee to the proper managerial authority to remedy the problem, should the behaviour not cease immediately on drawing it to the harasser's attention.

For clarification, harassment does not include, among other things, proper management disciplinary actions or actions related to performance or attendance problems which are conducted according to Company procedures.

The following procedures have been developed to ensure rapid response to, and resolutions of, harassment incidents.

Strictest confidentiality will be maintained at all times subject to the requirements for the Company to investigate and resolve the matter. Appropriate due process will be accorded to all those involved.

STEP ONE - INFORMAL DISCUSSION

In the event the employee believes him/herself to be harassed by another employee, he/she may discuss the nature of the incident(s) with his/her:

- (a) immediate supervisor
- (b) manager
- (c) senior executive
- (d) personnel supervisor or manager

If the employee elects to discuss the complaint with the supervisor, manager, or senior executive, it is then the responsibility of the recipient to notify the region's Personnel Manager immediately of the complaint unless the matter is fully resolved and the employee is completely comfortable with the situation.

Since the complaint is of a sensitive nature, the complainant should be given the opportunity to request a suitable interviewer, perhaps, for instance, of the same sex. If this is not possible, the complainant should then be given the opportunity to express, in writing, to the person of his/her choice, the events that transpired.

STEP TWO - FORMAL INVESTIGATION

Once the matter has been brought to the attention of the Personnel Manager, an internal investigation of the complaint will be conducted at which time the complainant (employee) will be requested to present, in writing, the particulars of the harassment.

Based on the outcome of the investigation, it will be determined if there has been a breach of Company policy on harassment, and the appropriate action will be taken in the event that harassment is determined to have occurred.

STEP THREE - SUBSEQUENT INCIDENTS

Subsequent incidents should immediately be reported and followed by a written description to the Regional Personnel Manager and the most senior executive involved in Step Two for further investigation and disciplinary action, if confirmed.

10. AMENDMENTS TO THE COLLECTIVE AGREEMENT (1994-1996) FOR CLASSIFICATION PURPOSES

These changes form part of the July 17, 1994 Memorandum of Settlement and are to be incorporated into the Collective Agreement (June 1, 1994 to May 31, 1996) as agreed to by the parties.

Material Processors who have worked more than 1170 hours in the previous calendar year shall have vacation granted in accordance with Article 12 of the main body of the collective agreement. All Material Processors working less than 1170 hours in the previous calendar year shall be entitled to vacation with pay as outlined in Schedule "C" of the

Collective Agreement.

It is further agreed to by the parties to amend the following Article as written here in.

ARTICLE 14.11 PARAGRAPH 6

Material Processor employees will be paid in accordance with the wages as set out in Schedule "A" and shall not be subject to Article 9.04 and Article 24.02 #4, #5, #6 and shall be limited to \$2,000 coverage on 24.02 #3a.

ARTICLE 25.01

All conditions for part-time employees will be as set out in Schedule "C" which forms part of this Agreement.

SCHEDULE "C" - INTRODUCTION

All matters relative only to Material Processors and their working conditions shall be contained within this schedule.

SCHEDULE "C" - ARTICLE 9.04

Consistent with the efficiency of operations, there shall be a one half (½) hour unpaid meal period in each full shift.

SCHEDULE "C" - ARTICLE 9.07

As per 14.11, paragraph #9 of the main body of the agreement.

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11. CLUBS Z AND SPLIT CASE RPT EMPLOYEES

To further clarify Article 14.11, Paragraph 10 of the Main Body of the Agreement, the following former Regular Part-time employees who advise us on ratification of this agreement that they wish to maintain existing preferences for days of the week to be scheduled, will normally work not more than twenty-four (24) hour per week:

Balmatt Dookie
Jessie Wong
Sotiro Deguia

**Biju Mathews
Poorhan Boodham
Rohan Koomer**

Dated at Toronto this day of _____, 19____.

FOR THE COMPANY

FOR THE UNION

