

COLLECTIVE AGREEMENT

Collective Agreement

Between

HBC Logistics

(the "Company")

and

**United Steel, Paper and Forestry, Rubber,
Manufacturing, Energy, Allied Industrial and Service
Workers International Union
(United Steelworkers)**

(the "Union")

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Article 1

Purpose

- 1.01** The general purpose of this agreement is to establish mutually satisfactory relations between the Company, the Union representing the associate and the associates concerned. In addition, it is the purpose of this agreement to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work, wages and benefits for all associates within the Union.
- 1.02** The Union recognizes that the business in which the Company is engaged is highly competitive and that the Company must be able to maintain an efficient, cost effective operation and improve itself in a highly competitive market and the Union agrees to support the Company in obtaining these objectives, all of which are consistent with this agreement.
- 1.03** The Company and the Union agree that this agreement is the complete agreement between them and that no other understandings or agreements and no past practices shall be binding on the Company or the Union during the term of this agreement unless agreed to in writing between the Company and the Union subsequent to the date of execution of this agreement.

Article 2

Scope and Recognition

- 2.01** The Company recognizes the Union as the sole and exclusive bargaining agent for all Associates of Hbc Logistics, a division of the Hudson's Bay Company, employed at its Brampton Logistics Centre at 8875 Torbram Road, save and except Supervisor, HBC Support Functions, Human Resource Associates and Quality Assurance Associates that do not overlap with existing bargaining unit work, Associates above the rank of Supervisor, Coordinator, temporary agency personnel, part-time Associates and students.
- 2.02** Persons working at the Brampton Logistics Centre who are not in the bargaining unit may perform work normally performed by bargaining unit associates for the purposes of training, in cases of emergency or when no bargaining unit member capable of

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performing the work is available on the shift. The performance of bargaining unit work by persons working at the Brampton Logistics Centre outside the bargaining unit will not result in the layoff of any full time Associate, or in a reduction in their regular hours of work.

- 2.03** Notwithstanding Article 2.02, temporary personnel may be used to do bargaining unit work in the following circumstances:
- a. Personnel supplied by temporary employment agencies will not be employed for a continuous work term of more than four hundred and forty- nine (449) hours.
 - b. The use of personnel supplied by temporary employment agencies at the Brampton distribution centre will not result in the layoff of full time associates in the bargaining unit or the reduction in their regular hours of work.
 - c. Temporary personnel will not perform Level 1 job functions if qualified bargaining unit Level 2 associates are available and on shift.

Article 3

Interpretation and Definitions

3.01 The term “Associate” shall mean and/or include the word, “Employee”.

3.02 The following types of Associates are defined for clarity for this Agreement:

Full Time Associate

The term “regular full time associate” or “full time associate” shall mean any associate awarded a full time posting and who is regularly scheduled to work the normal full time hours referred to in Article 12.02 of this agreement.

Seasonal Associate

The term “Seasonal Associate” shall mean an associate hired on a fixed term basis to handle seasonal demands of the business, or as otherwise required by the Company. The terms and conditions which apply to these associates are contained exclusively in Appendix “C” .

Part Time Associate

The term “part time associate” is an associate who regularly works not more than 24 hours per week and is not covered by the terms of this collective agreement.

Students

“Student” shall mean an associate attending an educational institution, and is not covered by the terms of this agreement.

Agency and /or Temporary Personnel

Agency and/or Temporary Personnel are associates supplied to the Company by a temporary employment agency. They are deemed not to be associates of the Company and are not covered by the terms of this agreement.

3.03 The Appendices attached hereto, will be considered part of this Collective Agreement.

3.04 Gender

In this agreement unless otherwise indicated by the context, the male gender includes the female gender and *vice versa*.

3.05 Wherever the singular is used the same shall be construed as meaning the plural if the facts so require.

Article 4

Management Rights

- 4.01** Except as, and to the extent specifically modified by this Agreement, all rights and prerogatives are retained by the Company and remain exclusively and without limitation within the rights of the Company, and its Management, without limiting the generality of the foregoing, the Company's rights shall include:
- a. The right to maintain order, discipline and efficiency; to be the judge of the qualifications of Associates; to make, alter and enforce, from time to time, rules and regulations, policies and practices to be observed by its Associates; to discipline and discharge non-probationary Associates for just cause.
 - b. The right to select, hire and manage Associates; to transfer, assign, promote, demote, classify, layoff, recall, suspend and retire Associates; to search and verify the contents of bags , lockers, and other containers, to introduce or change processes, to make studies of work loads and to institute changes in the work loads, to plan, direct and control operations, to select and retain Associates for positions excluded from the bargaining unit and to transfer Associates into the bargaining unit.
 - c. The right to determine the location and extent of its operations and their commencement, expansion, curtailment, or discontinuance, the direction of the working forces, the schedules of work, the number of shifts; the methods, processes and means of performing work; job content and requirements, quality and quantity standards, the qualifications of Associates, the use of improved methods, machinery and equipment whether there shall be overtime work and who shall perform such work; the number of Associates needed by the Company at any time and how many shall operate or work on any job, operation, machine; the number of hours to be worked, starting and quitting time; the work to be contracted out; and generally, the right to manage the enterprise and its business without interference are solely and exclusively the right of the Company.
- 4.02** When the Company exercises the Management's rights described in Article 4.01, contrary to the express provisions of this Agreement, the Union shall have the right to grieve the matter.

Article 5

Union Security and Dues

- 5.01** The Company shall deduct Union dues including, where applicable, initiation fees and assessments bi-weekly from the wages of each employee covered by this Agreement. Each employee in the bargaining unit shall be required as a condition of employment to have an amount equivalent to the regular Union dues deducted bi-weekly from his pay. The amount of dues shall be calculated in accordance with the Union's Constitution.
- 5.02** All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than fifteen (15) days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers, P.O. Box 9083, Commerce Court Postal Station, Toronto, Ontario, M5L 1K1, in such form as shall be directed by the Union to the Company along with a completed Dues Remittance Form R115. A copy of the Dues Remittance Form R115 will also be sent to the Union office designated by the Area Co-ordinator (1158 Aerowood Drive, Mississauga, Ontario, L4W 1Y5).
- 5.03** The remittance and the R115 Form shall be accompanied by a statement containing the following information:
- a. A list of the names of all employees from whom dues were deducted and the amount of dues deducted;
 - b. A list of the names of all employees from whom no deductions have been made and the reasons why;
 - c. This information shall be sent to both the Union address identified in Article 5.02 above, in such form as shall be directed by the Union and to 1158 Aerowood Drive, Mississauga, Ontario, L4W 1Y5.
- 5.04** The Union shall indemnify and save the Company harmless against all claims or other forms of liability that may arise out of any actions taken by the Company in compliance with Article 5.
- 5.05** The Company, when preparing T-4 slips for the employees, will enter the amount of Union dues paid by the employee during the previous year.

Article 6

Union Representation

6.01 Unit Chairperson/President and Stewards

- a. The Company acknowledges the right of the Union to elect a Unit Chairperson/President and to appoint or otherwise select not more than two (2) stewards per shift from amongst associates in the bargaining unit who have completed twelve (12) months continuous employment, for the purpose of assisting associates in the presentation of grievances in accordance with the provisions of this agreement. If shifts are reduced so will the number of stewards be reduced.
- b. The Union shall notify the Company in writing of the name of the Unit Chairperson/President and each steward before Management shall be required to recognize any person so selected.
- c. The Union acknowledges that the Unit Chairperson/President and Stewards have regular duties to perform on behalf of the Company and may not leave their regular duties without the consent of their supervisor. Each steward and the Unit Chairperson/President shall, with the consent of their supervisor, be permitted to leave their regular duties for a reasonable length of time without loss of pay, to function as a steward as provided in this agreement. The Company reserves the right to limit the amount of time taken to perform the duties of a steward or Unit Chairperson/President, if, in the Company's opinion, such time is excessive. If in the course of such time away from his regular duties the steward or Unit Chairperson/President visits another department, he shall, upon entering that department, advise the supervisor of that department, or his designate, of the nature of his business. The Union is responsible for any compensation for stewards or Unit Chairperson/President acting on behalf of the Union to attend arbitration hearings.

6.02 Bargaining Committee

- a. The Company acknowledges the right of the Union to appoint or otherwise select up to three (3) associates, who have completed twelve (12) months of continuous service, one of whom shall be the Unit Chairperson/President, to serve as representatives of the Union on the negotiating committee. It is agreed that the Union Bargaining Committee shall have the assistance of a Staff Representative of the Union for the purpose of Collective Bargaining and as otherwise provided herein. No more than two (2) of the three (3) associates appointed or elected to the Union's bargaining committee shall be from the same department.

- b. The Company agrees to pay the three (3) Union representatives, as defined in 6.02 (a), their regular earnings per day for each day spent in negotiations with the Company, to a maximum of eight (8) days up to and excluding conciliation.

6.03 Right of Union Representation

A non-probationary associate who is being notified of his discharge, suspension or written warning will be informed that he has the right to have the presence of a steward, or if a steward is not present at such time, the associate will have the option of requesting the presence of another bargaining unit member chosen by the associate concerned. It is understood that the failure to comply with the foregoing procedure, shall not render the discipline a nullity, but the parties may review the circumstances of the breach.

- 6.04** The Company agrees in the event of a layoff to grant preferential seniority to the Unit Chairperson/President and the three (3) most senior stewards with four (4) or more years of seniority, provided they are qualified to perform the work available in accordance with the Company's production standards. Notwithstanding their seniority status, Union representatives will continue to work as long as work is available which they are qualified and able to do.

- 6.05** The Unit Chairperson/President will be granted up to 30 (thirty) minutes to review the Collective Agreement with new seniority Associates on completion of their probationary period.

- 6.06** If an authorized staff representative of the Union, who is not employed by the Company, wishes to speak to a steward or the Unit Chairperson/President, about a grievance, he shall advise the Distribution Centre Manager or his designate in advance, who shall then call the local Union representative to an appropriate place where they may confer privately. These talks will be so arranged that they will not needlessly interfere with production and the staff representative of the Union shall observe all applicable safety and security requirements.

Article 7

Relationship

- 7.01** The Company and the Union each agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or by any part of their representatives or members because of any employee's membership or non-membership in the Union or because of his/her activity or lack of activity in the Union.
- 7.02** It is further agreed that there shall be no discrimination against employees in the workplace on the grounds of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offenses, marital status, family status or disability, pursuant to the provisions of the Ontario Human Rights Code.
- 7.03** It is agreed that the Union and the Associates will not engage in Union activities during working hours, or hold meetings at any time on the premises of the Company without the permission of DC Management exclusive of Supervisors and Coordinators, or as may be expressly provided for this Agreement.
- 7.04** The Company agrees to acquaint the new probationary Associates with the fact that a Collective Agreement is in effect and introduce them to the Union Executive Committee and representatives.

Article 8

No Strikes and Lockouts

- 8.01** The Union agrees that during the life of this agreement there will be no strikes, picketing, slowdown, or stoppage of work, either complete or partial, and the Company agrees that there will be no lockout. The Union agrees that if any such action takes place it shall repudiate it forthwith and require the associates to cease such action. The words "strike" and "lockout" shall have the respective meanings set forth in the *Labour Relations Act of Ontario* as amended from time to time.

Article 9

Grievance Procedure

- 9.01** It is the mutual desire of the parties that complaints of associates shall be adjusted as quickly as possible.
- 9.02** For the purposes of this agreement a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration, or alleged violation of this agreement, including any question as to whether a matter is arbitrable.

9.03 Informal Discussion

If an associate has a complaint or question concerning the interpretation, application, administration, or alleged violation of this agreement, the associate shall promptly discuss the issue with his immediate supervisor informally so the supervisor has an opportunity to resolve it.

STEP NO. 1

If an associate has an unsettled complaint regarding the interpretation, application, administration, or alleged violation of this agreement then the associate shall present a written grievance to the HR Manager within five (5) days after the circumstances giving rise to the complaint have occurred or ought to have reasonably come to the attention of the associate or the Union, but not thereafter. The written grievance shall identify the facts giving rise to the grievance, the section or sections of the Agreement claimed violated, the relief requested, and shall be signed by the Associate and countersigned by the Union representative. A meeting will be held between the representatives involved in processing the grievance and the HR Manager within five (5) working days of the presentation of the written grievance. The grievor may be required to be present at the request of either party. The HR Manager shall give a written reply to the representative involved in processing the grievance within five (5) working days of such meeting.

STEP NO. 2

If the Union is not satisfied with the reply of the HR Manager at Step No. 1, the grievance may be submitted in writing within five (5) working days of the HR Manager's decision to the Distribution Centre Manager. The Distribution Centre Manager shall arrange a meeting with the appropriate local Union staff representatives within five (5) working days. The DC Manager may elect to invite the Director Human Resources –

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HBC Logistics, or other Company representatives. The DC Manager shall give a written reply to the local Union representative within five (5) working days of such meeting.

9.04 Policy Grievance

A Union policy grievance or a Company grievance may be submitted to the Company or the Union, as the case may be, in writing, within five (5) working days from the time the circumstances upon which the grievance is based were known or should have been known by the grievor. A meeting between the Company and the Union shall be held within five (5) working days of the presentation of the written grievance and shall take place within the framework of Step No. 2 of Article 9.03 hereof. It is expressly understood that the provisions of this Article shall not be used by the Union to institute a grievance directly affecting an Associate or a group of Associates which such Associate or group of Associates could themselves institute, and the provisions of Article 9.03 hereof shall not be by-passed.

9.05 Discharge Cases

A claim by a non-probationary Associate that he or she has been discharged without just cause shall be treated as a grievance and shall commence at Step No. 2 of Article 9.03, provided a written grievance signed by the Associate and the representative is presented to the Distribution Centre Manager therein provided.

9.06 All time limits referred to in the grievance procedure herein contained shall be deemed to mean "working days". "Working days" as used herein shall be deemed to exclude Saturdays, Sundays and statutory holidays.

Article 10

Arbitration Procedure

10.01 In the event the grievance is not settled at Step No. 2 the party having carriage of the grievance shall request arbitration of the grievance by giving written notice to arbitrate to the other party within twenty (20) working days from delivery of the decision at Step No. 2, but not thereafter.

10.02 If a request for arbitration is not so given within such twenty (20) working day period, the decision at Step No. 2 shall be final and binding upon both parties to this Agreement and upon any Associate involved.

- 10.03** The notice to arbitrate shall contain the names and addresses of potential candidates for the position of the Arbitrator to be mutually agreed upon. If the parties cannot agree upon an arbitrator within ten (10) working days of the notice to arbitrate it shall be referred to the Ministry of Labour for resolution.
- 10.04** The Arbitrator shall hear and determine the matter and shall issue a decision which shall be final and binding upon the parties and upon any Associate affected by it.
- 10.05** The Arbitrator shall not be authorized or have any jurisdiction, to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add or amend any part of this Agreement.
- 10.06** Each party hereto shall bear its own costs of, and incidental to, any such arbitration proceedings. The fees and charges of the Arbitrator shall be borne equally by the two parties herein.
- 10.07** No matter may be submitted to arbitration, which has not first been properly carried through all the steps of the grievance procedure.
- 10.08** Time limits in the Grievance and Arbitration procedure are mandatory and failure to submit the grievance or process it in accordance with the time limits set out herein will result in the grievance being deemed abandoned. If no written answer has been given within the time limit specified, the grievance may be submitted to the next step. Time limits may be extended by written agreement between the Company and the Union.
- 10.09** The parties may voluntarily agree to a non binding mediation process to resolve outstanding grievances, in which case they will agree in writing to suspend the time limits associated with proceeding to arbitration, until the mediation is concluded.
- 10.10** Any adjustment effected under the grievance or arbitration procedure shall only be retroactive to the date of the presentation of the grievance to the Company at Step 1 or Step 2 as the case may be, save and except grievances claiming unjust suspensions or terminations which shall only be retroactive to the date of the suspension or the termination.

Article 11

Seniority

- 11.01**
- a. Seniority of an associate shall be defined as length of continuous employment since the last date of hire with the Company. Seniority shall only be credited upon completion of the probationary period. Seniority rights will apply only to the extent expressly provided in this agreement.
 - b. In the event two (2) or more associates are hired on the same date their placement on the seniority list, following the probationary period, shall be determined by the luck of a draw conducted by the parties.
 - c. Notwithstanding Article 13.01 (a) (*Probationary Period*) and Article 11.01 (a), seniority for Associates employed in the office, maintenance areas as at July 10, 1996, will for the purpose of vacations, wages and benefits be calculated from their date of hire. For all other purposes, these Associates shall have their seniority as having commenced on July 10, 1996.
- 11.02** Seniority of an Associate shall be lost and his employment deemed terminated for any of the following reasons:
- a. Voluntarily terminates employment.
 - b. Is a non-probationary associate and is discharged for just cause and such discharge is not reversed through the grievance or arbitration procedures.
 - c. Is a non-probationary associate, has one (1) year of service or more and has been laid off by the Company and not recalled for twelve consecutive (12) months, or is laid off by the Company for a period equal to the length of their seniority.
 - d. Is absent from work three (3) consecutive shifts without a reason satisfactory to Management being provided.
 - e. Fails to return to work at the expiration of any leave or vacation granted to the Associate, without a reason satisfactory to Management being provided.
 - f. Fails to give notice and report for work upon being recalled within four (4) working days of the registered mailing or a couriered notification to return as provided in Article 11.05 of this Agreement unless the Associate can establish that the notice was not delivered to him/her due to the negligence of the Post Office, in which

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case the Company should not be liable for any loss to the Associate. Article 11.02 (d) shall not be interpreted as permitting unauthorized absence of any duration.

- 11.03** It shall be the duty of the Associate or laid off person to notify the HR Manager or HR Supervisor promptly, in writing, of any change of address or telephone number. If an Associate or laid off person shall fail to do this, the Company will not be responsible for the failure of a notice to reach her/him and any notice sent by the Company by registered mail to the address which appears on the Company's personnel records, or telephoned to the telephone number which appears on the Company's personnel records, shall be conclusively deemed to have been received by the Associate or laid off person.

Layoff and Recall

11.04 Layoff

- a. When the Company decides to reduce its workforce it is understood that all students, agency personnel, part-time associates and seasonal associates will be released before full time associates are laid off.
- b. The Company will reduce full time associates in the classification in reverse order of seniority provided the remaining associates are qualified to perform the remaining work without training.
- c. Full time associates reduced from their classification will be transferred in reverse order of seniority to displace the least senior associates in a lower classification provided the remaining associates are qualified to perform the remaining work without training.
- d. Where the layoff lasts for more than three (3) working days, full time associates who have completed their probationary period and have been reduced from their classification will be given the option of accepting the lay-off or bumping a less senior associate in a lower classification provided they are qualified to perform the work without training.

If an Associate in Level 2 has been bumped from their job within the classification, they may bump a less senior Associate within the Level 2 classification provided they are qualified to perform the work without training.

All affected employees will make their selection promptly. The bumping process will take effect at the beginning of the following week once all affected employees have made their selection.

- e. It is understood that licensed mechanics who have successfully completed their probation period and are working in maintenance, are not subject to being displaced by associates in other classifications in the event of a layoff. Should a licensed mechanic be laid off within their classification they shall have the option to be reassigned as per Article 11.04 (c) or (d) as applicable or accept a lay-off.
- f. An associate who as a result of being transferred or electing to bump to a lower classification pursuant to this article, will receive the rate of pay associated with the lower classification.

11.05 Recall

Associates on layoff who retain recall rights shall be recalled in reverse order of layoff provided they are qualified to perform the available work without training.

11.06 Seniority List

The Company will maintain a seniority list of all Associates' names in order of seniority with their date of hire, notwithstanding the exception outlined in 11.01 (c). A copy of the list will be provided to the Union once every six (6) months and will be posted on the Union bulletin board. The Company agrees to provide the International Union with an updated associate list that includes the associate's name, address and phone numbers by January 31st of each calendar year.

11.07 Notice of Layoff

The Company shall give to each Associate in the Union who is to be laid off for a period of more than thirteen (13) weeks, notice in writing of the lay-off or pay in lieu of notice in accordance with the Employment Standards Act, 2000 as amended.

Article 12

Hours of Work and Overtime

Hours of Work

12.01 The purpose of this Article is to define the hours of work and provide the basis for the calculation of overtime premium payments. It is understood and agreed that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not be considered a guarantee as to the hours of work per day or per week, the days of work per week, or a guarantee of working schedules.

12.02 The normal workweek will consist of:

Thirty eight and three quarter hours per week ($38 \frac{3}{4}$) for full time associates excluding maintenance;

Forty hours per week (40) for full time maintenance associates;

12.03 The normal scheduled hours of work for all full-time Associates will be between:

Day Shift	5:30 a.m. to 4:00 p.m.
Afternoon Shift	2:30 p.m. to 12:00 p.m.
Night Shift	10.00 p.m. to 8:00 a.m.

The Company agrees to notify the Union a minimum of seven (7) calendar days in advance of any changes in shifts and to consider practical ways and means of minimizing the effect, if any, upon the Associates concerned.

12.04 Associates are entitled to one (1) thirty (30) minute unpaid lunch break and two fifteen (15) minute paid breaks. The second break will occur at the end of the associates shift. On shifts of 6 hours or less only one fifteen (15) paid break shall be provided. Prior to each of these breaks, the Associates are entitled to a five-minute paid wash -up. No one will leave their work stations prior to the buzzer sounding. The buzzer will also sound at the end of these breaks.

Overtime

12.05 An Associate shall be paid one and one-half ($1 \frac{1}{2}$) times basic hourly rate for any time worked in excess of;

- Seven and three-quarter ($7 \frac{3}{4}$) hours in a work day for full time associates and eight (8) hours in a day for full time maintenance associates in a work day.

- Thirty eight and three quarter hours ($38 \frac{3}{4}$) in a work week for full time associates and forty (40) hours in a work week for full time maintenance associates.

12.06 For the purposes of calculating overtime the normal work week runs from 12:01 am Monday to 12:00 pm Sunday and the work day for each Associate shall be the

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twenty-four (24) hour period commencing at the beginning of his or her regular scheduled shift.

- 12.07** There shall be no duplication or pyramiding of hours worked for the purpose of computing overtime or other premium payment.
- 12.08** Hours worked on Sunday will be paid at double time the associate's basic hourly rate if Sunday is the seventh (7th) consecutive day of work, or for hours in excess of forty six and one half (46-1/2) in a work week (48 for maintenance Associates).
- 12.09** Overtime is normally voluntary. The full-time associates on the shift in the classification in the department will be given first preference by seniority for all available overtime in that department, provided they have qualifications at the time of the overtime. If additional associates are needed the full-time associates on the shift from other departments will be accepted on a seniority basis provided they have the qualifications at the time of the overtime.
- 12.10** In the event there are not enough volunteers or additional associates are needed the seasonal associates on the shift in the department shall next be offered the work by seniority subject to qualifications, and if there are still not enough volunteers qualified seasonal associates in the department shall be assigned this overtime by order of reverse seniority. If there are still not enough associates to perform the necessary overtime full-time associates on the shift will be assigned this overtime by order of reverse seniority.
- 12.11** The Supervisor for the department will determine the jobs to be done and the number of Associates needed to complete those jobs. Each department will post a signup list when working overtime. Associates who place their name on the list by their lunch time will be approved to work overtime based on department and seniority. Associates wishing to work Saturday or Sunday overtime, must place their name on the list no later than 12:35 p.m. on the preceding Friday.

Associates on the Night Shift wishing to work Saturday or Sunday overtime that has not been posted before the end of their shift on Friday, may place their name on the Overtime Call List to be called if overtime is posted for Saturday or Sunday. These Associates must respond by 3:00 p.m. Friday by calling Security at 905-792-5382, to be considered for overtime.

Overtime will be posted twenty-four (24) hours in advance, where possible.

- 12.12** Associates must commit to fulfill the complete overtime obligation. An Associate who has committed to work overtime may be subject to discipline for failing to attend, arriving late, or leaving early, without authorization. If an Associate is going to arrive late, security must be notified.

Meal Allowance

- 12.13** There will be a \$5.50 meal allowance paid to each associate who works for more than two (2) hours of overtime, Monday to Friday. This allowance will be included in the associate's pay deposit.

Call In

- 12.14** Any Associate called back to work upon completion of their shift shall receive a minimum of (4) four hours pay, at her/his regular wage, at time and one half.
- 12.15** Where an Associate reports for work at the commencement of their regularly scheduled shift, unless otherwise notified in advance not to do so, they shall be entitled to a minimum of three (3) hours work or three (3) hours pay at their regular straight time hourly rate of pay unless the lack of work is due to reasons beyond the reasonable control of the Company. An Associate so affected shall perform any temporary work that they are capable of doing, in order to qualify for such pay, if their regular duties are not available.

12.16 Notice of Absence

Associates are required to attend work regularly. When unable to attend, the associate must contact his supervisor as far in advance as possible of his scheduled start time, giving the reason he is unable to attend work, date of his expected return, and the details as to where he can be contacted in his absence. If the associate cannot contact his supervisor he must leave a voicemail message. An associate may be required by the Company to substantiate the reasons for any absence but after three (3) unscheduled consecutive missed days for health reasons the associate will not be permitted to return to work without a Doctor's certificate acceptable to the Company. Any information provided by a Doctor at a minimum should indicate an expected date of return, any work restrictions and/or limitations, if any. Associates may also be required to be examined by an independent third party physician arranged for by the Company, if the Company requires a professional prognosis of future attendance based on an associate's pattern of absences. The costs of any medical reports by an independent third party physician arranged for by the Company will be paid for by the Company.

Associates reporting late for work must sign in with security, then swipe in and report to their supervisor to provide an explanation for the absence. Associates absent for emergency reasons where no advance notice is possible will provide an explanation for the absence and the lack of notice. No associate may leave the premise before the end of their shift without notifying the supervisor, or in his absence, another member of management.

Associates' attendance records will be reviewed regularly.

Article 13

Probationary Period

13.01

- a. A Full Time associate shall attain seniority upon completion of the probationary period.
- b. The probationary period is defined as 750 hours of work from the date of commencement of employment. A Full Time associate shall have no seniority until having completed the probationary period.
- c. The Company may discipline or discharge a probationary associate in its sole discretion for any reason satisfactory to the Company at any time during the probationary period. It is agreed that the discipline or discharge of a probationary associate is a matter which is not covered by the terms of this agreement except as stated in this sub-article and shall therefore not be grievable or arbitrable.
- d. Once an associate has completed the probation period and attains seniority their name will be placed on the seniority list based on their original date of hire.

Article 14

Job Postings

14.01 Posting Vacancies

Where a job vacancy occurs or a new job is created, which the Company intends to fill with a full time associate, it shall post notice of the vacancy for a period of five (5) working days. Associates bidding on the vacancy must make application to the Human Resources Manager no later than the fifth working day. The Company need not consider any applicant to a posting who, within the prior six (6) month period, successfully bid on a vacancy. The Company shall post the name of the successful applicant within one (1) week of filling the position.

14.02 Withdrawal of Posting

If business needs change after the job has been posted but before the vacancy is filled, the Company reserves the right to withdraw the posting.

14.03 Filling Vacancies

- a. Applicants shall be considered for the position on the basis of their qualifications. If the Company is satisfied that the qualifications of such applicants to perform the job, without training are equal, then the most senior applicant shall be awarded the position. All associates may apply for full time vacancies.
- b. If the Company is satisfied that nobody who has applied pursuant to Article 14.03 (a) is qualified, the Company may fill the vacancy from other sources.

14.04 Short Term Vacancies

- a. This Article will not apply where the Company does not expect a vacancy to exceed ninety (90) continuous calendar days or where the vacancy is caused by illness, accident, vacations or leaves of absence, including pregnancy and parental leave. Such vacancies shall be filled in accordance with the Temporary Transfer language contained in Article 15.
- b. If a position becomes vacant on a temporary basis for more than ninety (90) continuous calendar days, subject to the restrictions listed above, it will be posted as a temporary position and the successful applicant will remain in the position until the incumbent associate returns to the position at which time all associates affected by the temporary posting will revert back to their original positions. The successful applicant will be paid in accordance with Article 15.02 (a).

14.05 Qualifications

For the purposes of this agreement, "qualifications" shall be defined as an associate's skill, ability, education, productivity, experience, and attendance.

14.06 Subject to Article 14.01, the first two (2) subsequent vacancies arising as a result of an Associate being awarded the posted job will also be posted.

14.07 In the event that the associate is not retained in the job by the Company, or the Associate voluntarily elects to give up his/her rights to the job, providing it is within thirty (30) days worked or less, the Associate will be returned to his/her former job on a similar basis and thereafter the original job will be filled from the original posting applicant pool.

14.08 Lead hands

This article shall not apply to Lead Hands, Temporary Lead Hands, and Temporary Co-ordinators, who may be appointed at the discretion of the Company.

Lead Hand responsibilities will not include disciplinary matters.

Temporary Co-ordinator responsibilities will not include disciplinary matters. With the exception of emergencies, Temporary Co-ordinators may not approve time – off.

Article 15

Temporary Transfers

- 15.01 Temporary transfers may occur when the Company does not expect a vacancy to exceed ninety (90) continuous calendar days or where the vacancy is caused by illness, accident, vacations or leaves of absence, including pregnancy and parental leave.
- 15.02** A full time associate who is temporarily transferred to a different classification within the bargaining unit shall be paid while so employed as follows:
- a. If the transfer is for the convenience of the Company, the Associate shall be paid the greater of:
 - i. The Associate's rate of pay or;
 - ii. the next highest step rate for the classification to which the Associate has been transferred.
 - b. The associate will be paid the higher level step rate for a minimum of four (4) hours, with the exception of lateness where an Associate temporarily assigned will only be paid for the hours worked up to the next clock half hour.
 - c. If the transfer is for the convenience of, or to enable the Associate to avoid layoff and the rate of pay in the level to which the Associate is transferred is less than the Associate's regular rate of pay, the Associate shall receive the lesser rate.
 - d. In the event an Associate is required to change shifts as a result of a temporary transfer, the selection will be made on a volunteer basis and then by reverse seniority.
- 15.03
- a. The Company may transfer an associate to a different department or classification at their discretion for no longer than three (3) consecutive working days.
 - b. For temporary transfers that exceed three (3) consecutive working days, the Company may transfer an Associate to a different department or classification by asking for volunteers, by seniority who are qualified to do the work required.
 - c. The Company may assign temporary transfers amongst employees who are qualified to do the work required in order of reverse seniority where a shortage of volunteers exists.
- 15.04** If any Associate on a seniority list, covered by the Agreement, is transferred or assigned to a position outside the bargaining unit, and is transferred back to a position which is covered by this Agreement, within twelve (12) months, the Associate's seniority date is unaffected. Beyond twelve (12) months, then only the seniority held prior to the transfer shall be accredited to the Associate.

- 15.05** Nothing in this collective agreement in any way limits the Company's right to assign or transfer associates within the same classification to different job assignments within that classification.

Article 16

Leaves of Absence

16.01 Bereavement Leave

If a member of an Associate's immediate family dies, the Associate will be given up to three (3) working days off work with pay from the date of death to and including the date of the funeral for the purpose of making arrangements for and attending the funeral. For the purposes of this paragraph, the members of your immediate family are your spouse (including common law and same sex), child, parent, stepmother, stepfather, brother, sister, stepbrother, stepsister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law and spouse's grandparent.

The Associate will be given one (1) day off with pay, to make arrangements for or attend the funeral of an Aunt, Uncle, Niece or Nephew.

Should an Associate request a one (1) day leave of absence, without pay, to attend a funeral of a close friend, every effort shall be made to grant the request. Associates may not use this benefit to extend vacation time if the death and funeral occur during the time of an Associate's approved vacation.

16.02 Jury Duty

An Associate required to sit on a jury or who is subpoenaed as a witness shall not lose any pay because of such attendance provided the amount received for such service is repaid to the Company. The Associate shall produce the jury notice or proof of attendance and shall notify the Company immediately upon notification of requirement to attend.

For the purpose of this Article the Associate will be deemed to be on the day shift.

16.03 Pregnancy and Parental and Adoption Leave

Pregnancy, Parental and Adoption Leaves will be granted in accordance with the provisions of the Employment Standards Act. The Company shall continue to provide the Associate with benefits during this period provided the associate pays their share of the premiums.

16.04 Discretionary Personal Leave

- a. The Company may in its discretion grant leave of absence without pay for legitimate personal reasons. Request for such leave shall be made in writing, to the Human Resources department stating the reason for such request and the proposed duration, at least two (2) weeks in advance except in cases of emergency. Requests for leaves of absence in excess of three (3) months must be referred to the designated HR Executive for consideration. These will only be granted in unusual cases, dependant on the individual's circumstances.
- b. In the event that the request for leave is denied the Company will supply to the associate a written denial and a verbal explanation of same within five (5) days.

16.05 Personal Emergency Leave

It is understood that leaves of absence under the company's sickness and disability benefits plan and under article 16.01, Bereavement Leave, shall be credited towards the personal emergency leave days available under the Employment Standards Act, 2000, as amended.

16.06 Union Leave

- a. Taking into account the needs and efficiencies of the business, the Company may, upon request of the Union, grant a leave of absence, without pay, for periods of one (1) week or less, to not more than three (3) Associates in the bargaining unit at any one time, to conduct Union business, or to attend Union conventions and conferences. No more than two (2) of the three (3) associates on such leave of absence shall be from the same department. Such request by the Union must be made in writing at least two (2) weeks prior to the start of the requested leave or upon shorter notice where there is no unreasonable interference with operations. The aggregate total of leaves under this clause will not exceed forty-five (45) days in a calendar year. Seniority will accumulate during such leaves.
- b. The Company may grant a leave of absence, at the request of the International Union, without pay, to not more than one (1) Associate in the bargaining unit, to work for the International Union. Such leaves shall not exceed more than one (1) year. Such request by the International Union must be made in writing at least one (1) month prior to the start of the requested leave or upon shorter notice where there is no unreasonable interference with operations. Seniority will accumulate during such leaves.

Article 17

Health and Safety

- 17.01** It is the policy of the Company to make reasonable provision for safe and healthful working conditions and comply with the obligations of the Occupational Health and Safety Act. Associates agree to work in a safe manner. The Union agrees to assist the Company in maintaining proper observation of all health and safety rules.
- 17.02** The Company and the Union agree to maintain a Joint Health and Safety Committee consisting of no less than three (3) members and no more than five (5) members from both the Company and the Union. The Company acknowledges the right of the Union to appoint or elect the three (3) to five (5) associates that will represent the bargaining unit on the committee. The Union agrees that there will be at least one (1) associate on the committee from each shift.
- 17.03** All Associates shall be required to wear CSA approved safety shoes. The Company agrees to pay up to \$80.00 per year by direct deposit to each Associate who has completed his / her probationary period for the purchase of CSA approved safety shoes. Such payment will be made within thirty (30) day period immediately following the beginning of each contract year. Effective May 1, 2013 the amount will increase to \$90.00 per year.
- 17.04** Maintenance associates will be provided protective equipment or clothing required to fulfill their job responsibilities. The Company agrees to provide eye protective devices (i.e. face shields and safety glasses) and specialized clothing required for specific operations (i.e. battery charger).

Article 18

Vacations

18.01 VACATION ENTITLEMENT

All associates hired prior to January 1, 2008 shall be entitled to vacation based on length of full-time continuous service as follows:

- (a) All regular full time Associates shall receive two (2) weeks vacation after the completion of one (1) year of service.
- (b) Third Anniversary
In the calendar year in which a full time Associates third (3rd) anniversary occurs and thereafter, the Associate shall receive an additional week of vacation for a total of three (3) weeks.
- (c) Tenth Anniversary
In the calendar year in which a full time Associates tenth (10th) anniversary occurs and thereafter, the Associate shall receive a further additional week of vacation for a total of four (4) weeks.
- (d) Fifteenth Anniversary
In the calendar year in which a full time Associates fifteenth (15th) anniversary occurs and thereafter, the Associate shall receive a further additional week of vacation for a total of five (5) weeks.
- (e) Twentieth Anniversary
In the calendar year in which a full time Associates twentieth (20th) anniversary occurs and thereafter, the Associate shall receive a further additional week of vacation for a total of (6) weeks.

18.02 All associates hired on or after January 1, 2008 shall be entitled to vacation based on length of full-time continuous service as follows:

- (a) Associates with less than one (1) year of full time continuous service will receive one day of vacation for every completed month of service to a maximum of 10 days.
- (b) Associates with one (1) year or more of full time continuous service shall receive two (2) weeks of vacation.
- (c) Associates with three (3) years or more of full time continuous service shall receive three (3) weeks of vacation.
- (d) Associates with ten (10) years or more of full time continuous service shall receive four (4) weeks of vacation.
- (e) Associates with twenty (20) years or more of full time continuous service shall receive five (5) weeks of vacation.

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- (f) Associates shall receive six (6) weeks of vacation for the year in which their twenty-fifth (25th) anniversary falls and thereafter will revert to five (5) weeks vacation.

18.03 VACATION PAY (Note: applies to 18.01 and 18.02)

- (a) All Associates with two (2) or fewer weeks of vacation entitlement shall receive vacation pay based on 4% of their base pay for hours worked in the current year including sick pay, statutory holiday pay and vacation pay and 4% of their overtime pay, premium payments and any retroactive adjustments earned in the current year.
- (b) All Associates with three (3) weeks of vacation entitlement shall receive vacation pay based on 5.769% of their base pay for hours worked in the current year including sick pay, statutory holiday pay and vacation pay and 4% of their overtime pay, premium payments and any retroactive adjustments earned in the current year.
- (c) All Associates with four (4) weeks vacation entitlement shall receive vacation pay based on 7.692% of their base pay for hours worked in the current year including sick pay, statutory holiday pay and vacation pay and 4% of their overtime pay, premium payments and any retroactive adjustments earned in the current year.
- (d) Associates with five (5) weeks vacation entitlement shall receive vacation pay based on 9.615% of their base pay for hours worked in the current year including sick pay, statutory holiday pay and vacation pay and 4% of their overtime pay, premium payments and any retroactive adjustments earned in the current year.
- (e) Associates with six (6) weeks vacation entitlement shall receive vacation pay based on 11.538% of their base pay for hours worked in the current year including sick pay, statutory holiday pay and vacation pay and 4% of their overtime pay, premium payments and any retroactive adjustments earned in the current year.

18.04 Vacation cannot be taken prior to being earned. Where approved active associates may borrow up to ten (10) vacation days. Where an Associate has already received more vacation pay than that which would be payable under the above formula, the over payment shall be deducted from his last pay. If insufficient amount exists in the Associate's last pay, he shall be obligated to repay the overpayment.

18.05 There shall be no carryover of vacation from one year to the next. All unused vacation must be used by the end of January of the following year except in exceptional circumstances relating to sickness, accident or maternity. If any vacation is not taken it

will be forfeited and each Associate's bank will be reset to zero in January of the following year.

18.06 VACATION SCHEDULING

The Company has the right to schedule vacations based on the operational needs of the building, including the right to limit the number of associates, per department, per shift off at any one time for vacation purposes.

Vacation requests must be presented to the Supervisor no less than two (2) weeks prior to the requested vacation. Seniority will not apply to vacation requests of less than four (4) days. Such requests will be granted at the Supervisor's discretion.

Vacation requests for the period of January 1st to March 31st will be granted on a first come, first serve basis, and will be signed back within five (5) working days. Vacation requests received by March 31st for the period April 1st to December 31st will be granted based on seniority and departmental requirements no later than April 15th. Vacation requests received after March 31st will be awarded on a first come, first serve basis. Vacation requests received after April 15th will be signed back within five (5) working days.

During the period June 15th to September 15th, no Associate will be granted more than two (2) weeks vacation until all Associates in the department on the shift who have requested vacation by March 31st have been scheduled by seniority.

Any vacation requests in excess of two (2) weeks will be scheduled subject to departmental requirements at the discretion of the Supervisor.

All vacation requests must be presented to the Department Supervisor no later than June 30th. The Company will schedule at its discretion any outstanding vacation for any associate that has not completed their vacation request by June 30th.

18.07 All vacation requests submitted during an associate's probationary period as described in Article 11.01 Seniority and in Article 13.01 Probationary Period will only be considered for approval if the time off requested is during the probationary period. All other vacation requests will be considered for approval upon completion of the probationary period.

18.08 Associates on a temporary transfer will have vacation approved by their original department Supervisor by seniority by shift.

18.09 Associates do not accrue paid vacation while on unpaid maternity/parental leave. As there are no earnings while on unpaid leave of absence, no paid vacation hours will be accrued during the period on leave.

Individuals who are planning to go on maternity/parental leave may use their current year's accrued vacation prior to beginning their leave or on their return from leave. Associates will not receive a lump sum payment for any accrued vacation. Upon return

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to work they will start to accrue vacation hours once again, based on their hours worked from that point forward.

The period spent on maternity/parental leave without pay should be treated as if it had been time worked in calculating the individual's service for vacation purposes (length of vacation and timing) when they later return to active employment. Associates returning from leave are still entitled to their annual vacation time off; although it may be unpaid, if they have not accrued sufficient hours.

Article 19

Statutory and Company Recognized Holidays

19.01

(a) General Holidays

For the purpose of this Agreement, the following days are regarded as paid holidays for all Associates;

New Years Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Civic Holiday

(b) Float Day

A full-time associate will receive one (1) additional floating holiday to be taken between Dec. 1st and Jan 31st in each year of the agreement. Such floating holiday will be approved by the Department Supervisor and will be subject to departmental needs.

(c) Birthday

- (i) In addition, a full time Associate is awarded his/her birthday off upon completion of 12 (twelve) months of service from his/her hire date. This day can be added to ones vacation or taken separately at a mutually agreed upon time.
- (ii) If the federal or provincial Government declares another statutory holiday it shall replace the associate's birthday holiday.

19.02 Holiday Pay

Associates shall receive holiday pay equal to their regular hourly rate times seven and three-quarters (7 ³/₄) hours (eight (8) hours for maintenance) for each of the above paid holidays.

19.03 Working on a General Holiday

Where an associate who qualifies for general holiday pay is required to perform work on any of the general holidays listed in Article 19.01(a) above, he shall be paid time and one half his regular straight time hourly rate for all hours worked in addition to being paid the amount they are entitled to under Article 19.02.

19.04 Qualifying for General Holiday Pay

In order to qualify, the Associate must have met the requirements under the Employment Standards Act 2000, as amended.

19.05 Posting

The company agrees to post on the bulletin board, the list of General Holidays for the current year, no later than March 1st of each year. For the purpose of understanding, the current years Christmas and Vacation schedule shall be included in such posting.

19.06

- (a) Where a holiday falls during an associate's scheduled vacation period his vacation shall be extended by one day provided the associate qualifies for general holiday pay under this Article.
- (b) Where a holiday falls during an absence unpaid by the Company, including layoff, the associate will not receive holiday pay.
- (c) Where a holiday falls while an associate is on sick leave, he shall receive holiday pay but will not receive sick pay for the day provided the associate qualifies for general holiday pay under this Article.

Article 20

Benefit Plans

- 20.01** It is agreed that the application of the Company's benefits relating to: Hbc Health Care Plan; Hbc Dental Care Plan; Associate Discount Privilege; Group Insurance Plans; Long Term Disability Plan; Short Term Approved Absence Plan; Company Pension Plan; Group RRSPs; Associate Recognition Program; Educational Assistance and Canada Savings Plan shall continue in respect to the associates in conformity with their general application throughout the Company including any improvements or reductions. It is understood that the benefit plans are not part of this collective agreement and are not themselves subject to the grievance procedure or arbitration.
- 20.02** The Company will provide all details of benefit changes to the Union, as soon as possible and, in any case, coincident with their introduction.

Article 21

Wages and Classifications

- 21.01** The wage rates applicable for the duration of the collective agreement are contained in Appendix A.
- 21.02** If a new classification is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the parties. If the parties are unable to agree on the rate of pay, such dispute shall be submitted to arbitration for final determination.

Article 22

Bulletin Boards

- 22.01** The Company agrees to maintain a bulletin board at its Distribution Centre for the convenience of the Union for posting notices of Union activities. Such notices shall first require the approval and initials of the DC Management, exclusive of Supervisors and Coordinators, prior to posting. No change will be made in any such notice, either by the Company or the Union, after it has received the approval of DC Management.
- 22.02** The Union will not distribute or cause or permit to be distributed on the property of the Company, or in its behalf, any pamphlets, advertising or political matter, cards, or other kinds of literature except with the written permission of the DC Management exclusive of Supervisors and Coordinators.

Article 23

Employment Record

- 23.01** Providing there are no further disciplinary occurrences, no disciplinary action shall remain against an Associate's record for a period longer than twelve (12) months for verbal and written warnings and eighteen (18) months for suspensions, with the exception of the HBC Time and Attendance Program and issues concerning discrimination or harassment.
- 23.02** Associates shall, upon written request, be granted the opportunity to review their personnel files in the presence of Management and a Union Representative if requested by either party.

23.03 Copies of all written warnings or other written disciplinary action will be given to the affected Associate and to the Union.

Article 24

Joint Labour Management Meetings

24.01 On the request of either party, the parties shall meet on an as needed basis for the purposes of discussing issues related to the workplace which affect the parties or any associate bound by this agreement. These meetings are not intended to be, nor to be used as, a substitute for, or to circumvent the normal process of the collective agreement. Such meetings will be attended by no more than three (3) members of management and three (3) union members.

Article 25

Technological Change

25.01 For the purpose of this Agreement, the term "Technological Change" shall be understood to mean a change in the manner in which the Company carries on the work, undertaking or business that is directly related to the introduction of new equipment.

25.02 The Company will notify the Union of any technological change not less than 45 calendar days prior to the implementation of such change. Such notice shall be given in writing and shall contain pertinent data including:

- The nature of change.
- The date of which the Company proposes to effect the change.
- The approximate number, type and location of Associates likely to be affected by the change.
- The effects the change may be expected to have on the Associates' working conditions and terms of employment.
- All other pertinent data relating to the anticipated effects on Associates including the change in skills and anticipated training.

The Company will also update the information provided, on a continuous basis, as soon as new developments arise or modifications are made.

25.03 When notice is given of a technological change, the parties will establish a joint Union/Management Technological Change Committee. The committee will work together to maximize Union opportunities while minimizing the adverse effect, if any, upon the Associates concerned. This committee will be comprised of three (3) representatives of the Company and three (3) members of the Union Executive and will meet and hold constructive and meaningful consultations in an effort to reach agreement on solutions to the problems arising from any intended technological change.

25.04 It shall be the responsibility of the Company to establish a wage rate and level for each new job created due to technological change in keeping with Article 21 of the Collective Agreement.

25.05 In the event that an Associate's job is adversely affected due to technological change in any manner, it will be addressed in keeping with Article 11 (Seniority) of the Collective Agreement.

Article 26

Notice and Severance in the Event of a Closure

26.01

In the event of the Company announcing the closure of the Brampton Logistics Centre resulting in the permanent lay off of Associates, the Company agrees to provide each Associate:

- (i) notice and severance pay in accordance with the Employment Standards Act 2000
- (ii) notwithstanding the above, persons actively employed on the date of the announcement shall receive:
 - (a) a minimum of sixteen (16) weeks notice of termination, or pay in lieu thereof, and;
 - (b) if employed for more than one (1) year, one (1) week's regular wages for each year of completed employment for:
 - i. the number of years of employment the associate has completed, and
 - ii. the number of months of employment not included in clause (i) that the associate has completed, divided by 12;
 - iii. to a maximum of twenty-six (26) weeks.

The Company agrees to meet with the Union within two (2) weeks of any announcement of closure, to discuss possible options to avoid the closure of the warehouse and the impact of the closure on the associates.

Article 27

Humanity Fund

27.01 The Company agrees to deduct on a weekly basis the amount of one(\$0.01) cent per hour from the wages of all Associates in the bargaining unit for all hours worked and, prior to the 15th day of the month following, to pay the amount so deducted to the "Humanity Fund" and to forward such payment to the United Steelworkers National Office, 234 Eglinton Avenue East, 7th Floor, Toronto, Ontario, M4P 1K7, and to advise in writing both the Humanity Fund at the aforementioned address and the Local Union that such payment has been made, the amount of such payment and the names of all Associates in the bargaining unit on whose behalf such payment has been made. The Company will record the Associates contribution as a charitable donation on the Associate's T4 slip.

Article 28

Steelworker Services Fund

28.01 The Company agrees to pay the equivalent of one (\$0.01) cent per hour worked by Associates in the bargaining unit to the Steelworker Services Fund semi-annually and remit said monies by cheque to:

USW, 1158 Aerowood Drive, Mississauga, Ontario, L4W 1Y5

Article 29

Duration

29.01 This Agreement shall become effective as of the date of ratification, 2011 and shall remain in effect until April 30, 2014 and shall continue automatically thereafter for one (1) year periods unless one party notifies the other, in writing, within a period of three (3) months prior to the expiration date that it desires to amend this Agreement.

29.02 Retroactivity

Nothing will be retroactive save and except wages as specified in Appendix A and as specified in the seasonal appendix. Full time associates and seasonal associates employed on the date of ratification shall receive retroactive payment at their regular straight time hourly rate of pay for all hours worked between April 30th 2011 and the date of ratification.

IN WITNESS WHEREOF each of the parties has caused this Agreement to be signed by its duly authorized representatives.

Dated and Executed in the City of Brampton, this ____ day of _____, 2011.

For The Union:

For The Company:

APPENDIX 'A' - WAGE RATES

				Year 1	Year 2	Year 3
				1.25%	1.25%	1.50%
Classification 1	Yr of Contract	Start	6 Mon	1 Year	2 Year	3 Year
Job Assignments						
Receiving Checker/Driver	2010/2011	\$14.20	\$17.70	\$21.20	\$21.84	\$22.50
Putaway Driver	2011/2012	\$14.38	\$17.92	\$21.47	\$22.11	\$22.78
Shipping Checker/Driver	2012/2013	\$14.56	\$18.15	\$21.73	\$22.39	\$23.07
Order filler/Driver	2013/2014	\$14.78	\$18.42	\$22.06	\$22.73	\$23.41
Battery Changer						
Non-Con Driver						
Lead Hand						

Classification 2	Yr of Contract	Start	6 Mon	1 Year	2 Year	3 Year
Job Assignments						
Cycle Counter	2010/2011	\$13.52	\$14.60	\$14.99	\$15.44	\$15.90
Order Filler	2011/2012	\$13.69	\$14.78	\$15.18	\$15.63	\$16.10
Loader	2012/2013	\$13.86	\$14.97	\$15.37	\$15.83	\$16.30
Sorter	2013/2014	\$14.07	\$15.19	\$15.60	\$16.07	\$16.54
Closer						
Inductor						
Maintenance Assistant						

Licensed Maintenance Classification	Yr of Contract	Start	6 Mon	1 Year	2 Year	3 Year
	2010/2011	\$23.87	\$26.69	\$27.97	\$28.79	\$29.66
	2011/2012	\$24.17	\$27.02	\$28.32	\$29.15	\$30.03
	2012/2013	\$24.47	\$27.36	\$28.67	\$29.51	\$30.41
	2013/2014	\$24.84	\$27.77	\$29.10	\$29.96	\$30.86

Non-Licensed Maintenance Classification	Yr of Contract	Start	6 Mon	1 Year	2 Year	3 Year
	2010/2011	\$18.12	\$20.69	\$24.57	\$25.11	\$25.89
	2011/2012	\$18.35	\$20.95	\$24.88	\$25.42	\$26.21
	2012/2013	\$18.58	\$21.21	\$25.19	\$25.74	\$26.54
	2013/2014	\$18.85	\$21.53	\$25.57	\$26.13	\$26.94

Office Classification	Yr of Contract	Start	6 Mon	1 Year	2 Year	3 Year
Job Assignments						
Maintenance Admin.	2010/2011	\$13.54	\$15.23	\$16.22	\$16.81	\$17.20
Office Admin	2011/2012	\$13.71	\$15.42	\$16.42	\$17.02	\$17.42
	2012/2013	\$13.88	\$15.61	\$16.63	\$17.23	\$17.63
	2013/2014	\$14.09	\$15.85	\$16.88	\$17.49	\$17.90

APPENDIX B – SHIFT AND LEAD HAND PREMIUMS

A premium of .65 cents per hour will be paid to Associates working the second (afternoon) shift and for all regular hours worked prior to 7:30 am and after 3:45 pm.

A premium of .70 cents per hour will be paid to Associates working the third (night) shift.

A premium of \$.75 cents per hour will be paid above their current rate to Associates assigned as a temporary or permanent Lead Hand.

APPENDIX C – SEASONAL ASSOCIATES

All terms and conditions of employment in this Collective Agreement which apply to Seasonal Associates are contained exclusively within this Appendix.

1. The terms of the Appendix applies to Associates employed by the Company on a seasonal basis to handle peak seasonal demands of the business, or as otherwise required by the Company. No other provisions of the Collective Agreement shall apply to such Associates unless otherwise stated in this Appendix.
2. The hours of work shall be up to thirty eight and three-quarter ($38 \frac{3}{4}$) hours per week.
3. The length of employment will be established at the start of the employment and will not exceed twelve (12) calendar months. When a seasonal contract expires the Company reserves the right to rehire the seasonal associate. The Company may hire a Seasonal Associate at anytime as a probationary employee defined in Article 11.01(Seniority) and in Article 13 (Probationary Period).
4. At the Union's request, the Company will provide the Union the names of all Seasonal Associates, including the commencement of employment and the expiry of the term of employment.
5. The hourly rate of pay shall be:
 - Effective May 1, 2011: \$12.15 per hour
 - Effective May 1, 2012: \$12.30 per hour
 - Effective May 1, 2013: \$12.49 per hour

The Company may at its discretion, adjust Seasonal Wages Scales to remain competitive in the local Labour Market. No adjustment will be made that results in a lower wage than that contained in this Appendix. The Company agrees to notify the Union of any changes to the Seasonal Wage Scales.

6. In the event of overtime, it shall be in keeping with Article 12 (Hours/OT).
7. If a Seasonal Associate is hired on as a full time Associate, their hours worked will apply towards the probationary period as outlined in Article 11 (Seniority) and in Article 13 (Probationary Period).
8. Associates covered by this Appendix are entitled to utilize the grievance procedure as set out in Articles 9 and 10 of the Collective Agreement to enforce their rights only as contained exclusively in this Appendix.
9. Seasonal Associates will be subject to bi-weekly dues as per Article 5 of the collective agreement.
10. The Company retains the exclusive right to terminate the Associates' period of employment for any reason satisfactory to the Company, at any time during their employment as a seasonal associate. It is agreed that the discipline or discharge of a Seasonal Associate is a matter which is not covered by the terms of the Agreement except as stated in the sub-article and shall therefore not be grievable or arbitrable.
11. Seasonal Associates may operate any equipment including for the purposes of being certified. Seasonal Associates must have been employed for thirty (30) calendar days prior to operating any powered equipment. Seasonal Associates will not do Level 1 work if there are qualified full-time associates on shift available to do the work.
12. Seasonal Associates shall be on a separate seniority list from full time associates and will be placed on the Seasonal Associate seniority list based on their first day of employment. Seniority will only be applied as specified in this Appendix

APPENDIX D - TOOL ALLOWANCE

Current practice regarding maintenance Associate's tools and uniforms will continue.

Maintenance Associates will provide their own tools. Should a tool be broken or damaged in the workplace, the tool will be replaced at the Company's expense and shall remain the property of the Associate.

Specialty tools required to maintain equipment shall be purchased by the Company and shall remain in the possession of the Company and shall be surrendered to the Company on severance of the employment relationship.

The Company will continue to provide and maintain the cleaning of uniforms for the maintenance Associates.