

## Collective Agreement

Between:

National Automobile, Aerospace, Transportation and  
General Workers Union of Canada (CAW-CANADA)  
and its Local 4005

- and -

Atlantic Wholesalers, Moncton, NB

NOTE: The following constitutes full and final settlement and the parties agree to unanimously recommend its acceptance.

Effective: January 2, 2011 to January 4, 2014

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## **ARTICLE 1- RECOGNITION**

The Company recognizes CAW Local 4005 as the sole and exclusive bargaining agent for all full-time and regular part-time employees of Atlantic Wholesalers Ltd. at its Caledonia Distribution Centre located at 85 Commerce Street, Moncton, New Brunswick, who are employed in the classifications of Warehousemen, Warehouse Clerks and Maintenance Staff, but excluding WMS Administrator, Admin. Assistant, Warehouse Assistant, Inventory Assistant, Auditor, Inventory Coordinator, Retail Serves Representative [Credit Desk and Customer Service], Supervisors and those above the rank of Supervisor including, without limitation, Distribution Supervisor, Warehouse Inventory Supervisor, Senior Supervisor – Distribution, Senior Supervisor – Maintenance, Operations Manager, Director – Distribution, and those employees excluded by the Industrial Relations Act.

## **ARTICLE 2 - OBJECTIVES OF THIS AGREEMENT**

- 2.01 The intent and purpose of this Agreement is to promote and improve the industrial and economic relations in the industry, to establish and maintain an efficient operation and to set forth herein the basic agreements covering rates of pay, hours of work and conditions of employment.
- 2.02 The parties hereto desire to cooperate in establishing and maintaining proper and suitable conditions in the industry which will tend to secure equitable terms of employment satisfactory to the Employer and employees, to provide methods of fair and peaceful adjustments of all disputes which may arise between them and foster goodwill, friendly relations and understanding between the parties.
- 2.03 The Union acknowledges that it is the exclusive function of the Employer:
- (a) To maintain order, discipline and efficiency.
  - (b) To hire, discharge, transfer, promote, classify, demote or discipline employees, to train and to determine the competency of employees, provided that a claim of discriminatory promotion, demotion or shift change or job transfer, or a claim that an employee has been discharged or disciplined without just cause may be subject of a grievance dealt with as hereinafter provided.

- (c) The management of the business shall control the direction of the staff including the right to plan, direct, and control the operations, hire, retire at normal retirement age, suspend or discharge for proper cause, relieve employees from duty because of lack of work or other legitimate reasons. The right to study or introduce new or improved production methods or facilities and the right to establish and maintain reasonable rules and regulations covering the operation of the Distribution Centre, a violation of which shall be among the reasons for discharge, are vested in the Company, provided however, that the above rights shall be exercised subject to the provisions of the grievance procedure of this Agreement.
- (d) The Company will give the Union advance notice of new rules and regulations, changes in existing rules and regulations, or the introduction of new or improved methods or facilities.
- (e) The Union recognizes the responsibilities upon it as the sole bargaining agent of the Bargaining Unit, and realizes that in order to provide maximum opportunities for continuing employment, good wages and working conditions, the Company must be in a strong market position, which means it must operate at the lowest possible costs consistent with fair labour standards. The Union, through its bargaining position, assumes a joint responsibility in the attainment of these goals. The Union, therefore, shall cooperate with the Company support its efforts to assure a full day of work on the part of the employees, and it will actively combat absenteeism and any other practices which restrict productivity. It further agrees that it will support the Company in its efforts to eliminate waste, conserve materials and supplies, improve the quality of workmanship, prevent accidents and strengthen goodwill between the Company, the employee and the customer.

2.04 Words importing Masculine Gender shall be deemed to include the Feminine Gender where the context permits

### **ARTICLE 3 - DURATION OF AGREEMENT**

- 3.01 This Agreement shall become effective on the, 2<sup>nd</sup> day of January, 2011 and shall remain in effect until January 4, 2014.
- 3.02 If either party desires to terminate or amend this Agreement on the 5<sup>th</sup> day of January, 2014, it shall give to the other party not more than sixty (60), nor less than thirty (30) days notice in writing of such intention prior to that date. Any proposed amendments will be exchanged within one (1) week of such notice, and negotiations will commence within three (3) weeks following the exchange of the proposed amendments or at such time as mutually agreed upon by the parties following the exchange of the proposed amendments.

3.03 If such notice is not given, this Agreement shall continue in force from year to year, thereafter, until terminated or amended by not more than sixty (60), nor less than thirty (30) days notice by either party.

#### **ARTICLE 4 - SENIORITY**

4.01 Seniority shall be based on the length of continuous full-time employment with the Company.

With regard to layoffs, recall after layoff and choice of vacation dates, seniority shall be a deciding factor.

With regard to promotions provided skill, experience, ability and qualifications to perform the job in a satisfactory manner as determined by the Company, seniority shall be the determining factor.

A Bargaining Unit employee transferred to a position outside the Bargaining Unit may return to his/her former position without loss of Bargaining Unit seniority, provided he/she returns no later than six (6) months from the date of his/her transfer to the non-Bargaining Unit position, and pays his/her union dues for the period of time he/she was outside the Bargaining Unit.

4.02 Full-time and part-time employees will not acquire seniority rights until a probationary period of seven hundred and twenty hours worked has been completed. During this probationary period, all employment will be on a trial basis, and such employees may be discharged by the Company without recourse to the grievance procedure. It is understood between the parties that all modified work outside of regular duties is excluded from the calculation of the probationary period.

4.03 Once acquired, seniority shall be computed from the date when he/she was last hired unless seniority is broken as defined in Clause 4.04. In such cases, seniority shall be computed from the date of re-employment. In the event that two (2) or more employees commence their employment with the Company on the same day, their seniority will be decided once and for all by the date and hour of hiring.

4.04 Seniority shall be considered broken and services terminated if an employee:

- 1) is duly discharged by the Company, and not reinstated through the Grievance or Arbitration procedure;
- 2) voluntarily quits or resigns;

- 3) has been laid off continuously for a period of eighteen (18) months, or if he/she is called back to work by registered mail after layoff and does not signify his/her intention to return within two (2) weeks of the mailing of such notice, and does not return to employment within one (1) week of the Company's receipt of such notice to return;
- 4) is absent from work for a period in excess of two (2) days without a written leave of absence, unless a reason satisfactory to Management is given by the employee. Provable sickness or injury and proven inability to communicate with the Company shall be considered a satisfactory reason. This article, however, does not permit or sanction absences of two (2) days or less without reasons satisfactory to Management or beyond the control of the employee;
- 5) fails to return to work on the completion of an authorized leave of absence, unless a reason satisfactory to Management is given by the employee; and
- 6) is granted a leave of absence and then uses such leave of absence for reasons other than those provided for under Article 8 herein.
- 7) employees on Workers' Compensation shall continue to accumulate seniority.
- 8) s/he fails to take a medical examination by a duly qualified medical practitioner when required to do so by the Company. Any associated costs shall be paid for by the Company.

4.05 The Company will provide a seniority list and supply a copy to the Union within thirty (30) days of the signing of the Agreement. At the same time a seniority list shall also be posted quarterly on the employee bulletin board in the Distribution Centre. Employees will be granted two (2) weeks to bring errors or omissions to the attention of the Company who will then make the necessary corrections.

#### **ARTICLE 5 - FILLING VACANCIES**

5.01 In all situations addressed in this Article, the Company retains the right to determine the size of the workforce and, as such, retains the ability to determine whether a vacancy occurs and may be filled or posted, as applicable. In the event of an assignment or posting, provided skill, experience, ability and qualifications to perform the job in a satisfactory manner, as determined by the Company, seniority shall be the determining factor.

- 5.02 Temporary absences of six (6) weeks or less in duration that are to be reassigned will be filled within the shift where the vacancy occurs.
- 5.03 Temporary absences that are expected to be longer than six (6) weeks in duration that are to be reassigned will be posted on the employee bulletin board for five (5) working days and filled by overall seniority. While on a temporary posting, an employee is not eligible to apply for another temporary posting that may become available until such time that s/he returns to their permanent posting.
- 5.04 Permanent vacancies or new positions that are to be assigned will be posted on the employee bulletin board for five (5) working days and filled by overall seniority.
- 5.05 Any weekly absence will be covered by back-up postings. Back-up postings include janitors, utility and clerks.

Any daily absences will be covered by the senior employee on shift provided they have the qualifications and ability to do the job.

#### **ARTICLE 6 – TRAINING**

- 6.01 The employer agrees to provide training as required to meet the needs of the operation. Seniority will be a consideration when offering training. The Company reserves the right to determine the need for training employees and to limit the number of those being trained at any time

#### **ARTICLE 7 – NO DISCRIMINATION**

- 7.01 There shall be no coercion, intimidation, restraint, penalty or discrimination against any employee by reason of his/her membership or activities on behalf of the Union, or because of race, colour, sex, sexual orientation, political or religious affiliation, age or persons with disability.

#### **ARTICLE 8 - LEAVE OF ABSENCE FOR REGULAR, FULL-TIME EMPLOYEES**

- 8.01 All requests for personal leave of absence shall be made to the Distribution Manager in writing by the employee concerned, and the letter should indicate in full the reason for requesting the leave of absence, and shall be renewable in thirty (30) day increments. Such leave may be for a period longer than thirty (30) days if the employee requesting the leave provides a satisfactory reason at the time of the request.

The granting or refusal of all such leaves of absence shall be at the discretion of the Company and shall be made in writing to the employee concerned. Such leave shall not be unreasonably withheld. Such approved leave of absence shall be without pay and without loss of seniority.

8.02 If an employee is elected to an office in the Union and the performance of such office requires leave of absence, such leave of absence without pay or other benefits, shall be arranged between the Union, the employee and the Company. Leave of absence shall state the length of time the employee may be absent. Application for such leave of absence will be made in writing thirty (30) days in advance.

8.03 If an employee is elected a delegate of the Union to a Union Convention, School or Conference and such attendance at such function requires leave of absence, such leave of absence shall be arranged by mutual agreement between the Union, the employee and the Company. Leave of absence shall state the length of time the employee may be absent, and such absence shall not exceed two (2) weeks. Application for such leave of absence will be made in writing fifteen (15) days in advance.

All Union leaves of absence as outlined above will be with pay by means of wages, pension and benefit continuation to a maximum of two weeks per occurrence and without loss of seniority. The Union shall reimburse the Employer for receipt of the applicable wages.

8.04 An employee granted a leave of absence as outlined above, shall be restored to his/her former position or to a similar position at the then prevailing wage rate, at the expiration of his/her leave of absence and their seniority shall continue. This provision becomes void, however, if the absence exceeds the period granted.

8.05 The Company will grant maternity, parental and adoption leaves of absence in accordance with the New Brunswick Employment Standards Act.

8.06 **Paternity Leave**

A male employee shall be granted up to one (1) day off with pay at the time of the birth of his child, provided such birth occurs during his regular scheduled work day.

**ARTICLE 9 - NEGOTIATING COMMITTEE**

9.01 The Negotiating Committee for the Distribution Centre Bargaining Unit shall consist of five (5) employees.



- 9.02 Members of the Negotiating Committee who are employees of Atlantic Wholesalers Ltd., shall suffer no loss in pay for time spent during normal working hours attending negotiating meetings or with Company officials.

#### **ARTICLE 10 - NO STRIKES OR LOCKOUTS**

- 10.01 Should grievances arise between the Company, the Union or employee or employees, as to the meaning and application of any provisions of this Agreement, or as to the compliance of either party with any of the provisions of this Agreement, there shall be no strikes, walkouts, pickets, boycotts, stoppages of work or lockouts. The settlement of any such grievance is to follow the procedure set out in Article 11, Adjustment of Grievances.

#### **ARTICLE 11 - ADJUSTMENT OF GRIEVANCES**

- 11.01 Step 1: If an employee has a grievance, or if the Union has a policy grievance, concerning any matter within the terms of this Agreement, the employee or the steward will take the matter up verbally with his/her immediate Supervisor. The Supervisor will give his/her reply within one (1) working day.
- 11.02 Step 2: If the reply of the Supervisor is not satisfactory to the grievor, the grievance will be stated in writing and dated, and will be submitted to the Distribution Manager within five (5) working days after the date of the reply at Step 1.
- 11.03 Step 3: The Distribution Manager or his/her designate and such other persons as may be called upon by the Company, will meet with the steward who filed the grievance, an additional steward of the union's choosing and the grievor to discuss the grievance. At this meeting a full-time representative of the Union may be present. The Distribution Manager or their designate will give a written reply to the grievance within three (3) working days after the meeting.
- 11.04 Notwithstanding the overtime provisions and pay provisions contained in this Collective Agreement, when the Union Steward of an off shift is required in attendance at a meeting as per Article 11.03 of the Collective Agreement, that Steward will be paid for all hours of attendance at his regular rate of pay. It is understood by the parties that this time is over and above the regular forty (40) hour work week and is not deemed to be overtime.
- 11.05 The Company may refuse to consider any grievance, the alleged circumstances of which arose more than ten (10) days before it was presented at Step 1 unless the Union or grievor were not aware of such grievance at which time the Union shall have ten (10) days to present the grievance from the time that they became aware of the alleged violation.

- 11.06 If a grievance is not settled to the satisfaction of either party concerned, it may, within ten (10) days following the written reply at Step 3, be referred to arbitration.
- 11.07 When either party requests that a grievance be submitted to arbitration, it shall make such request in writing addressed to the other party to this Agreement and at the same time shall comply with the following:
- Request that the grievance be submitted to a sole Arbitrator, who shall be agreed upon by the Union and the Company. The Company and Union each agree to provide the names of two arbitrators to make up a list of four arbitrators from which the parties will select in the event of an arbitration hearing. If agreement cannot be reached on the appointment of a sole Arbitrator within ten (10) working days of the arbitration request, the Provincial Minister of Labour shall appoint an Arbitrator. The Arbitrator shall hear and determine the grievance, and shall issue a decision which shall be final and binding upon the parties, and upon any employee affected by it. The cost of the Arbitrator shall be borne equally by the Company and the Union. The Arbitrator shall not make decisions inconsistent with the provisions of this Agreement, nor alter, modify or amend any part of this agreement.
- 11.08 No person may be appointed as an Arbitrator who has been involved in an attempt to settle the grievance or who is an employee of either the Union or the Company.
- 11.09 In any proceedings before an Arbitrator either party shall have the right to call any necessary witnesses.
- 11.10 An arbitrator shall be authorized to determine the arbitrability of any matter referred to arbitration.
- 11.11 Any difference arising directly between the Company and the Union as to the interpretation, application, or administration of this Agreement, may be submitted by either party to the other at Step 1 of the grievance procedure.
- 11.12 In the event of discharge, the Union may skip Steps 1 and 2 and move directly to Step 3.
- 11.13 Any of the time limits provided for above may be extended by mutual agreement.

## **ARTICLE 12 - LABOUR MANAGEMENT COMMITTEE**

- 12.01 The Union and the Company agree to establish a Labour Management Committee, consisting of two representatives of each party. The Committee shall meet at least every two (2) months to discuss matters of interest.

Employees shall not lose pay while attending such meetings.

- 12.02 The Union may audit the standards, upon written request with reasonable notice, by having a qualified Union Representative or Industrial Engineer at the Company premises who shall have access to the Company Engineer and the standard data.

## **ARTICLE 13 – OCCUPATIONAL HEALTH AND SAFETY COMMITTEE**

- 13.01 The Company and Union agree to abide by the Occupational Health and Safety Act and any other applicable legislated requirement. There shall be an Occupational Health & Safety Committee operating in the Distribution Centre with equal representation from both the Union and the Company of not less than three (3) members each. The Committee shall meet at least once per month. The parties shall notify each other as to their respective Committee members, provided two (2) members are elected from the night shift and one (1) member elected from the day shift. Minutes of each meeting are to be posted on the employee bulletin board. The committee shall be co-chaired by one (1) Union and one (1) Company committee member.

## **ARTICLE 14 - MEMBERSHIP IN THE UNION**

- 14.01 With reference to those Distribution Centre employees as are covered by this Agreement, the Company will retain in its employ only members in good standing of the Union, or those who become members in good standing of the Union, at time of hire. The Company agrees to notify the Union of all new employees at least monthly. The Union agrees to notify the Company in writing by registered mail of the name of any employee who is not in good standing in the Union. Employees shall sign a membership card upon date of hire.
- 14.02 Any questions that might arise as to membership in good standing, shall be regarded as a grievance and shall be handled by the regular grievance procedure.

- 14.03 The Company will recognize the elected representatives of the Union, who will be known as the Union Stewards. The Company and the Union have agreed to two (2) Stewards on the night shift and one Steward on the day shift with one (1) alternate Steward on each shift for coverage of that shift. In the event of a short-term absence of either Steward, and should the employees not wish to have an election, the Union shall have the right to appoint an interim steward.
- 14.04 The Union will notify the Company in writing of the names of all Stewards, and the areas for which they are responsible. No employee will be recognized by the Company as a Union Steward unless the Company has been properly notified as set out above. Stewards shall suffer no loss of pay while meeting with Company officials during regularly scheduled working hours.
- 14.05 If a Union Steward is absent from work due to illness, injury, vacation or other similar circumstances, his/her Steward's duties may be undertaken by another employee in the area affected, who will be known as the alternate Steward. The Substitute Steward will function only in the absence of the regular/alternate Steward. Substitute Stewards will be appointed by the Union, and the Company will be notified in writing of the name and area of responsibility of any Substitute Steward prior to his/her appointment.
- 14.06 When any member of the Bargaining Unit is given an official reprimand, his/her Union Steward will be present and will be given a copy of the reprimand. If his/her Union Steward, or the Substitute Steward, is absent from work, or one has not been appointed, the employee will select another employee who is present, to represent the Union.
- 14.07 The Staff Representative of the Union, after contacting the Distribution Manager or his/her appointee for approval, may enter the Distribution Centre during hours of employment, and to interview employees for the purpose of hearing grievances. Such visits will be timed to cause as little disruption as possible to the normal conduct of the business, and representatives of the Union will comply with Company rules and regulations.
- 14.08 Employee misconduct for which an employee has in any way been disciplined, shall not be considered part of his/her employment record after twelve (12) months from the date of such discipline, provided that during that period he/she has not been disciplined for the same infraction.
- 14.09 Employees shall have supervised access to their personal file upon request, by appointment with the Human Resources Department. The employee will review his/her file off shift.

- 14.10 An employee who is suspended or discharged will be given the reason in writing within five (5) working days of the discipline, except in the case of a suspension pending. A copy will also be given to the Union Steward.

This provision shall not apply in the event of a pending investigation or evaluation.

#### **ARTICLE 15 - CHECK OFF**

- 15.01 The Company will deduct from the weekly pay the regular initiation fees [not to exceed an amount equal to one (1) month dues] and weekly dues as certified by the Union in writing from all employees in the Bargaining Unit, who are members of the Union. The Company agrees to remit such initiation fees and dues together with a list of employees from whom such deductions have been made, to CAW Local 4005, address.
- 15.02 The Company will deduct Union initiated special assessments from employees provided two (2) weeks written notice is received by the Distribution Manager both prior to commencement and prior to ending. The Union agrees to hold the Company harmless in any dispute arising from payment of dues of Union-related fees.

#### **ARTICLE 16 - EMPLOYEES OTHER THAN UNION MEMBERS**

- 16.01 Those persons excluded from the bargaining unit will not perform work which is normally performed by employees in the Bargaining Unit except:
- i) in cases of emergency;
  - ii) when regular employees are not available due to being late or absent from work; and
  - iii) or in cases beyond the control of the Company.

Training may be routinely performed by non-Bargaining Unit members as directed by the Company as well as occasional maintenance functions.

#### **ARTICLE 17 - SICKNESS AND ACCIDENT**

- 17.01 In the event that an employee is unable to work due to sickness or an accident (excepting accidents occurring during performance of regular duties), he/she shall be reinstated at such time as he/she is able to resume his/her normal duties, but subject to the same qualifications as stated in Article 4.04.
- 17.02 The Company shall, however, at any time be entitled to have an employee absent because of sickness or accident examined by a duly qualified medical practitioner with the appropriate specialization required. Any costs associated

with an employee attending a medical examination with such doctor at the request of the Employer shall be paid for by the Company.

### **ARTICLE 18 - PAY FOR TIME ABSENT FROM WORK DUE TO SICKNESS**

- 18.01 Full-time employees will be covered by the terms and conditions of the Atlantic Wholesalers benefits plan as amended by the Company from time to time.
- 18.02 The employee must notify the Company of his/her sickness at least two (2) hours prior to the regular starting time on each day of absence. Such notification of sickness shall be made to the Distribution Manager or his/her appointee.

### **ARTICLE 19 - COMPENSATION FOR ACCIDENTS AT WORK**

- 19.01 An employee who is injured at work and who requires medical attention and, as a result, is unable to continue work will be paid for the balance of his/her regular shift hours at his/her regular hourly rate. Part-time employees shall be covered under this provision.

Employees agree to abide by modified work programs as prescribed by the Employer, provided that medical evidence indicates that the employee has the capability to perform the work in question. Any dispute may be referred for an Independent Medical Exam, with any associated costs to be paid for by the Company.

19.02 **Employee Accommodation**

Where the obligation of the Employer and the Union to accommodate an employee via the Human Rights Code may conflict with the terms and provisions of the Collective Agreement, the Employer and the Union may by mutual consent, modify the Collective Agreement to meet the conditions of the accommodation of the employee as long as there is no undue hardship for either the Employer or the Union.

### **ARTICLE 20 - BEREAVEMENTS**

- 20.01 The Company agrees to grant employees the necessary time off of up to five (5) scheduled days with pay at the time of the death of the following relatives of the employee, provided that in no case shall the time off with pay extend two (2) days beyond the day on which the funeral is held:

spouse, common-law spouse, son, daughter, mother and father.

Only the portion of the leave of absence that would have been time worked will be paid.

- 20.02 The Company agrees to grant employees the necessary time off of up to three (3) scheduled days with pay at the time of the death of the following relatives of the employee, provided that in no case shall the time off with pay extend beyond the day on which the funeral is held:

brother, sister, father-in-law, mother-in-law and grandchild.

- 20.03 In addition to the above, the Company agrees to grant employees the necessary time off with pay, not to exceed one (1) day, to attend the funeral of the employee's brother-in-law, sister-in-law, grandfather and grandmother.

- 20.04 This privilege is limited to the above mentioned bereavements. Any absences in the case of any other bereavement and any absences in excess of the above stipulated days, shall be without pay and granted at the discretion of Management.

#### **ARTICLE 21 - VACATIONS**

- 21.01 The date for determining the length of vacation in a calendar year shall be May 1<sup>st</sup> in that calendar year and based on the employee's anniversary of full-time hire. An employee's vacation pay shall be calculated from the date of his/her anniversary of being hired and although an employee may not qualify until the following year for an additional week of vacation time off, the employee shall be paid in that following year the accrued monies earned on May 1<sup>st</sup> of that following year. Vacations will, where practical, be allocated by seniority and senior full-time employees shall be given the first choice of vacation dates. Employees will not be permitted to take more than two (2) weeks vacation during the months of May, June, July, August and September. Exceptions to this will only be granted at the discretion of the Distribution Manager. Vacations will be granted in a ratio of four to one (4:1) of night shift to day shift employees, based on present day shift configuration. Each January, the Employer, in consultation with the Labour/Management Committee, shall evaluate the extent of change to the shift configuration to determine if the stated ratio should be adjusted to reflect current realities. The Employer at all times shall be entitled to maintain a sufficient and qualified workforce.
- 21.02 Employees shall receive one (1) week of vacation with pay after six (6) months of continuous full-time service with the Company as at May 1<sup>st</sup>.
- 21.03 All employees who have completed twelve (12) continuous months of full-time service on May 1<sup>st</sup> in any calendar year are entitled to two (2) weeks vacation with pay in that calendar year.

- 21.04 All employees who have completed five (5) years continuous full-time service on May 1<sup>st</sup> in any calendar year are entitled to three (3) weeks vacation with pay in that calendar year.
- 21.05 All employees who have completed ten (10) years continuous full-time service on May 1<sup>st</sup> in any calendar year are entitled to four (4) weeks vacation with pay in that calendar year.
- 21.06 Employees who have completed eighteen (18) years of continuous full-time service on May 1<sup>st</sup> in any calendar year are entitled to five (5) weeks vacation with pay in that calendar year.
- 21.07 If a holiday, as listed in Appendix "A" is observed during an employee's paid vacation period, the Company shall grant additional compensation up to one (1) day's pay at straight time or allow a lieu day for the employee to use at a later date whichever the employee chooses. Such lieu days must be used within three (3) months or the Company will pay them out at that time. Lieu days will be scheduled by mutual agreement.
- 21.08 The Company will circulate the vacation schedule between January 1st and February 28th in each year, requesting full-time employees to indicate their first, second and third preferred vacation dates. Employees who have not made their preferred dates known by the above date, will forfeit their right to do so, following which the Company will prepare the vacation schedule based upon seniority, individual preference and the proper operation of the business. Such employees who missed the vacation schedule deadline will be restricted to choosing dates for vacation from those remaining dates available after the schedule is posted. However, in the event that an employee is absent from work for a legitimate reason the week prior to this deadline, the employee will endeavour to contact the Company before the final vacation schedule is completed. The final vacation schedule will be posted on the Distribution Centre Bulletin Board by March 15th.
- 21.09 Employees who leave the Company shall receive their unused vacation accrual.
- 21.10 Employees called or selected for jury duty shall not lose vacation.
- 21.11 If an employee becomes confined to a hospital due to serious illness or injury while on vacation and files for Weekly Indemnity Benefits, provided the Weekly Indemnity Benefits are approved, the balance of the employee's vacation will be re-scheduled following their recovery at a time mutually agreed upon between the employee and the Company.



- 21.12 The Company will maintain their current practice with respect to vacation accrual. Employees accrue vacation entitlement while on Short Term Disability or Worker's Compensation to a maximum of six (6) months of leave. Employees with unused vacation accrual at year end will be paid out. Employees may not exceed their annual vacation allotment in any one (1) year, as outlined above

#### **ARTICLE 22 - NOTICES OF IMPORTANCE TO EMPLOYEES**

- 22.01 The Company shall provide a lockable bulletin board for the purposes of the Union, provided that all notices posted by the Union shall have the approval of the Distribution Manager or his designate before being posted. The Company's discretion cannot be used unreasonably in determining what may be posted by the Union.

#### **ARTICLE 23 - TEMPORARY WORK ASSIGNMENT**

- 23.01 Employees shall perform any temporary work which their immediate superior may direct with the understanding that when an employee is assigned to a job with a lesser rate of pay, he/she will be entitled to his/her regular rate of pay and when assigned to a job with a higher rate of pay, they shall be paid the higher rate of pay for all time worked.

#### **ARTICLE 24 - EMPLOYEE CONDUCT**

- 24.01 The union membership will abide by the rules and regulations of the Company in regard to punctual and steady attendance, proper and sufficient notification in case of absence and conduct on Company Premises.
- 24.02 It is the responsibility of each employee to notify the Company of any change in his/her address, primary telephone number, emergency contact, marital status, number of dependants. Failure to keep the Company informed of the above matters will relieve the Company of any responsibility for failure to comply with any part of this Agreement where such information is necessary in order to comply.

#### **ARTICLE 25 - JURY AND CROWN WITNESS DUTY**

- 25.01 When an employee is required to sit on a jury, or be subpoenaed as a witness, they will not be scheduled to work on that day. This will apply even if the normal scheduled hours of work is at different times from the ones that require the employee to be in court. The employee will suffer no loss of pay for this time off while serving as a juror or subpoenaed witness, provided:
- (a) The employee furnishes proof of service from the Court.

- (b) The employee provides the Company with at least forty-eight (48) hours' notice of when he/she is called to report, or immediately on notification.
- (c) Such duty falls on the employees' regular scheduled workday the employee would have worked.
- (d) Returns to work if he is called and not kept. However, he shall not be required to report if less than two (2) hours of his normal shift remains to be worked. Unique circumstances experienced by night shift employees will be considered by management.

25.02 An employee required to attend court as a witness on behalf of the Company will be paid his/her regular wages for time lost from work.

### **ARTICLE 26 - LAYOFFS**

26.01 In the event of a lay-off, employees shall receive notice of lay-off as follows:

full-time employees with more than five (5) years of service shall receive four (4) week's notice of lay off. All other employees shall receive two weeks of notice except in the case of fire or an Act of God.

### **ARTICLE 27 - HOURS OF WORK**

27.01 The regular work week for all employees will not exceed forty (40) hours per week from Sunday to Saturday, to be worked in configurations as follows:

- (a) three (3), thirteen (13) hour shifts for which employees work they will receive forty (40) hours pay.
- (b) four (4), ten (10) hour shifts; and
- (c) five (5), eight (8) hour shifts.

Five, eight-hour shifts will be scheduled on consecutive days and all shifts must be either day or evening shifts unless otherwise agreed by the employee.

Any changes to the above shall be by mutual agreement between the Company and Union.

## **ARTICLE 28 - WORK SCHEDULE**

- 28.01 The arrangement of the work schedule is to be directed by the Company in all instances, in accordance with the requirements of the proper operation of the business.
- 28.02 The regular work schedule will be posted on the bulletin board on Wednesday by 6:00 p.m. of each week and a copy shall be provided to the Union Steward upon request. . Except where temporary changes in schedules are made due to sickness, accidents, fires, floods and similar conditions beyond the control of the Company, a new schedule will be posted on Wednesday if changes in schedules are to take place the following week.

It is clearly understood by the parties that once the schedule is posted it will not be changed for any reason except as allowed under this Article 28.02.

- 28.03 An employee who reports for work on his/her regular schedule will be guaranteed their full-scheduled shift as long as they are able and willing to work.
- 28.04 No employee will be scheduled or required to work alone at night in the Distribution Centre or on the warehouse floor. In the event an employee working night shift finds himself/herself alone at work, he/she must notify the Distribution Manager or his/her appointee. If following this notification, a replacement employee does not show up within one hour, the employee involved shall not have to work, and will be paid their scheduled hours at his/her regular hourly rate.

## **ARTICLE 29 - OVERTIME**

- 29.01 After forty (40) worked hours in any given week and all overtime hours worked in excess of the regular number of daily hours shall be paid at one-half (1 1/2) times the employee's regular hourly rate.
- 29.02 If an employee is called back to work after he/she has left the Distribution Centre following the completion of his/her regular daily shift, he/she shall be paid a minimum of four (4) hours pay at his/her regular rate, or the appropriate premium rate for the number of hours worked, whichever is greater.
- 29.03 Subject to 29.01, unplanned overtime is required in instances such as unexpected increases in volume, absenteeism, and when unavoidable or unplanned issues arise. In such cases, employees who are then at work and who normally perform the function(s) in question will be required to stay until the work is completed.

- 29.04 Subject to 29.01, planned overtime is known to be required in advance. The Company will post a sign-up sheet for employees to indicate their willingness to accept additional hours by shift. It is understood that full cooperation of the employees in accepting incremental work as required is necessary. If not enough employees agree to work, then the Company will designate in reverse order of seniority a sufficient number of employees to complete the work.
- 29.05 It is understood that an employee who is working on a regular shift in a posted position will not be displaced by an employee working on overtime.
- 29.06 No employee will be permitted to take time off for overtime worked.
- 29.07 Employees required to work more than two (2) hours overtime shall receive a \$10.00 meal allowance. Should a meal allowance be paid, it is understood to be a taxable benefit and will be paid by direct deposit.
- 29.08 To ensure seniority rights are observed, the Shop Steward or designate will be responsible for making overtime calls at the request of the Employer. It is understood between the parties that if no steward or designate is available, the Employer retains the right to make overtime calls.

#### **ARTICLE 30 - EVENING AND NIGHT SHIFT BONUS**

- 30.01 A shift premium of seventy five cents (\$0.75) per hour will be paid for all regular hours worked between the hours of 3:00 p.m. to 6:00 a.m. on any day. It is understood that the premium will be paid on vacation pay.

#### **ARTICLE 31 – REFRIGERATED AREAS**

- 31.01 All employees who are required to work in refrigerated areas shall be paid a \$1.00 per hour premium for all regular hours worked. It is understood that the premium will be paid on vacation pay.

#### **ARTICLE 32 - REST PERIODS**

- 32.01 There shall be a rest period permitting an employee to be absent from his/her post of duty for fifteen (15) minutes during each four (4) hours of his/her regular shift.
- 32.02 Employees who work in excess of two (2) hours of overtime, either before or after their regular shift, will be granted a fifteen (15) minute rest period as close to the end of the second hour as practicable.

32.03 Those employees working a thirteen (13) hour shift shall be given a total three (3) rest periods per shift and will be paid for forty (40) hours per week, provided they work three (3) thirteen (13) hours shifts in their entirety.

**ARTICLE 33 - LUNCH PERIOD**

33.01 The one-half (1/2) hour unpaid lunch period will be scheduled by the Company as close as possible to the middle of each shift.

**ARTICLE 34 - HOLIDAYS**

34.01 There shall be ten (10) paid holidays during the term of this Agreement. These holidays are as follows:

New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
New Brunswick Day	
Labour Day	

If another statutory holiday is declared by the province, the Company agrees to recognize such holiday.

34.02 An employee shall be paid for a holiday at the regular rate of pay for all hours that they were scheduled to work on the shift that the holiday is observed. For clarity, an employee working eight-hour (8) shift in the week the holiday falls would be paid eight (8) hours holiday pay, if working ten (10) hours they would be paid ten (10) hours holiday pay and if working thirteen (13) hours they would be paid thirteen (13) hours holiday pay, etc.

When an employee is required to work on any of the above-mentioned holidays, the employee shall be paid eight (8), ten (10) or thirteen (13) hours holiday pay as well as time and one-half (1 ½) for all hours worked on that day.

When an employee is required to work their full shifts but not the actual holiday during a holiday week, he shall be paid eight (8), ten (10) or thirteen (13) hours holiday pay, as applicable, and time and one half (1-1/2) for the last eight (8), ten (10) or thirteen (13) hours worked, as applicable, of his last scheduled shift and then regular pay schedules shall apply for all hours incurred.

34.03 An employee will not be paid for the above holidays unless he/she works his/her scheduled full working day before, the day of and his/her scheduled full working day after the holiday, unless the absence is the result of certified sickness.

### **ARTICLE 35 - SAFETY BOOTS AND CLOTHING ALLOWANCE**

- 35.01 All employees shall at all times, while at the work place, wear appropriate safety footwear, and the Company agrees to reimburse the employee the sum of one hundred and fifteen dollars (\$115.00). This allowance shall be paid in January of each contract year. The boots purchased must comply with CSA green tab rating or the equivalent standard as set by CSA.
- 35.02 The Company will provide a form to employees who have passed their probationary period that details clothing options on an annual basis. The employee will have the option of choosing which items s/he wishes to acquire from a determined list and price schedule to a maximum of two hundred dollars (\$200). An employee may elect to purchase items over two hundred (\$200.00) at their own expense. Should an employee choose not to use their entire annual clothing allowance of two hundred dollars (\$200.00), the Company will pay out fifty percent (50%) of the outstanding annual clothing allowance remaining at the end of December.
- 35.03 Employees will be responsible for the cleanliness and condition of their safety boots and clothing, and will be required to have the items available when reporting for work.

**ARTICLE 36 – CLASSIFICATIONS AND WAGES**

**ARTICLE 36.01 - Classifications and Wages**

<b>Caledonia FT Warehouse Classifications Minimum Rates of Pay</b>				
<u>Hours</u>	<u>Current</u>	<u>S.F.R</u>	<u>Jan-12</u>	<u>Jan-13</u>
Start	\$15.00	\$15.20	\$15.40	\$15.60
6 Months	\$15.30	\$15.50	\$15.70	\$15.90
12 Months	\$15.60	\$15.80	\$16.00	\$16.20
18 Months	\$16.20	\$16.40	\$16.60	\$16.80
24 Months	\$16.70	\$16.90	\$17.10	\$17.30
30 Months	\$17.05	\$17.25	\$17.45	\$17.65
36 Months	\$18.10	\$18.50	\$18.90	\$19.30

<b><u>Progression Increase</u></b>	\$0.20	\$0.20	\$0.20
<b><u>Top Rate Increase</u></b>	\$0.40	\$0.40	\$0.40

Effective Upon Ratification, all active FT employees on the payroll of the Company at the end rate of pay shall receive an increase of 40 cents per hour retroactive to January 2, 2011 on all hours worked.

Effective Upon Ratification, all active FT employees on the payroll of the Company in the progression with more than 6 months of FT service shall receive an increase of 20 cents per hour retroactive to January 2, 2011 on all hours worked.

End rate Full time employees in the Maintenance and Clerical classification shall receive \$0.90 over and above the FT warehouse classification end rate.

Top Rate increases apply to those employees over scale in Maintenance.

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

**ARTICLE 37 - HEALTH AND WELFARE**

37.01 Health and Welfare Benefits will be provided under the Atlantic Wholesalers Ltd. Plan, as amended by the Company from time to time.

**ARTICLE 38 - PENSION**

38.01 The Pension will be provided under the Atlantic Wholesalers Ltd. Plan, as amended by the Company from time to time.

**ARTICLE 39 - SOCIAL JUSTICE**

39.01 The Company agrees to contribute \$1,500.00 per year to the CAW Social Justice Fund each year of the Agreement payable upon ratification and the anniversary date in subsequent years.

**ARTICLE 40 – PAID EDUCATION LEAVE**

40.01 The Company agrees to pay into a special fund \$3000.00 per contract year for the purpose of providing Paid Education Leave. Said Paid Education Leave will be for the purpose of upgrading the employees' skills in all aspects of Trade Union Functions.

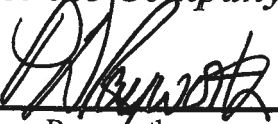
Such monies to be paid on an annual basis into a trust fund established by the National Union, CAW, and sent by the Company to the following address:

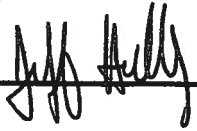
CAW Paid Education Leave Program  
CAW-Canada  
205 Placer Court  
Toronto, ON M2H 3H9

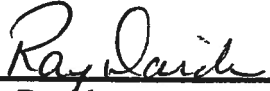
The Company further agrees that members of the Bargaining Unit selected by the Union to attend such courses will be granted a leave of absence without pay for class time, plus travel time where necessary. Employees on said leave of absence will continue to accrue seniority and benefits during such leave.

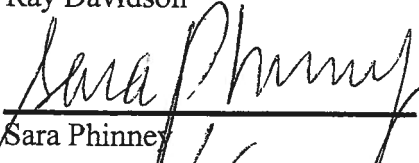



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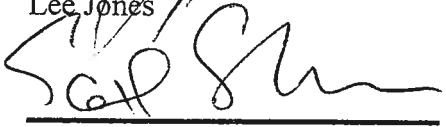
  
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Jeff Holly

  
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Ray Davidson

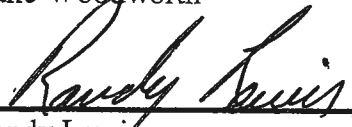
  
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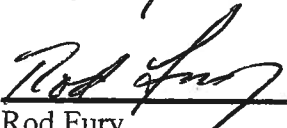
  
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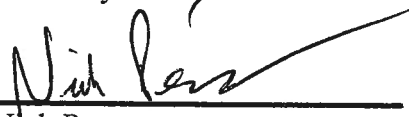
  
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**For the Union:**

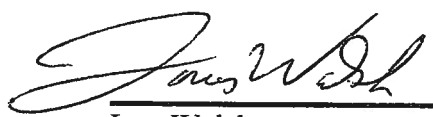
  
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Kevin Smith

  
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Lou Walsh

  
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Chad Johnston

## **APPENDIX "A"**

### **PART-TIME EMPLOYEES**

All matters relative only to part-time employees, their wages and working conditions shall be contained in this Appendix.

### **ARTICLE 1 - SENIORITY**

- 1.01 Once acquired, seniority shall be computed from the date when he/she was last hired unless seniority is broken as defined in Clause 4.04. In such cases, seniority shall be computed from the date of re-employment. In the event that two (2) or more employees commence their employment with the Company on the same day, their seniority will be decided once and for all by the date and hour of hiring.
- 1.02 Seniority shall be considered broken and services terminated if an employee:
- 1) is duly discharged by the Company, and not reinstated through the Grievance or Arbitration procedure;
  - 2) voluntarily quits or resigns;
  - 3) has been laid off continuously for a period of eighteen (18) months, or if he/she is called back to work by registered mail after layoff and does not signify his/her intention to return within two (2) weeks of the mailing of such notice, and does not return to employment within one (1) week of the Company's receipt of such notice to return;
  - 4) is absent from work for a period in excess of two (2) days without a written leave of absence, unless a reason satisfactory to Management is given by the employee. Provable sickness or injury and proven inability to communicate with the Company shall be considered a satisfactory reason. This article, however, does not permit or sanction absences of three (3) days or less without reasons satisfactory to Management or beyond the control of the employee;
  - 5) fails to return to work on the completion of an authorized leave of absence, unless a reason satisfactory to Management is given by the employee;
  - 6) fails to take a medical examination by a duly qualified medical practitioner when required to do so by the Company;

- 7) is granted a leave of absence and then uses such leave of absence for reasons other than those provided for under Article 8 herein; and
  - 8) employees on Workers' Compensation shall continue to accumulate seniority.
- 1.03 In scheduling or calling in part-time employees for work, the Company agrees to recognize seniority, provided the senior employee has the skill, experience, ability and qualifications to perform the job in a satisfactory manner as determined by the Company.
- A part-time employee who is not scheduled to work and who is called in to work shall be guaranteed four (4) hours. Called in employees will be sent home prior to previously scheduled employees regardless of seniority.
- 1.04 When hiring for the full-time staff, the Company agrees to give first consideration to part-time employees, by seniority, provided they have the skill, experience, ability and qualifications to perform the job in a satisfactory manner as determined by the Company.
- 1.05 If however, a part-time employee does not receive any hours of work due to a work shortage for six (6) consecutive months, he/she will no longer be considered an employee of the Company, and his/her services will be terminated.
- 1.06 The Company will provide a separate part-time seniority list to the Union within thirty (30) days of the signing of this Agreement.

## **ARTICLE 2 – VACATION**

- 2.01 Part-time employees shall be entitled to vacation and vacation pay in conformity with the provisions of the New Brunswick Employment Standards Act.
- 2.02 Part-time employees may schedule vacation based on continuous service following the completion of the process for full-time employees.

**ARTICLE 3 - WAGES**

**ARTICLE 3.01 - Classifications and Wages**

<b>Calendonia PT Minimum Rates of Pay</b>				
<u>Hours</u>	<u>Current</u>	<u>S.F.R</u>	<u>Jan-12</u>	<u>Jan-13</u>
Start	\$12.00	\$12.00	\$12.00	\$12.00
6 Months		\$12.20	\$12.40	\$12.60
12 Months	\$12.50	\$12.70	\$12.90	\$13.10
18 Months	\$12.75	\$12.95	\$13.15	\$13.35
24 Months	\$13.75	\$14.15	\$14.35	\$14.55
30 Months			\$14.55	\$14.75
36 Months				\$14.95

<b>Progression Increase</b>	\$0.20	\$0.20	\$0.20
<b>Top Rate Increase</b>	\$0.40	\$0.40	\$0.40

Effective Upon Ratification, all active PT employees on the payroll of the Company at the end rate of pay shall receive an increase of 40 cents per hour retroactive to January 2, 2011 on all hours worked.

Effective Upon Ratification, all active PT employees on the payroll of the Company with more than 6 months of service shall receive an increase of 20 cents per hour retroactive to January 2, 2011 on all hours worked.

**Undertaking** - The Company will post five (5) new full-time jobs following ratification.

It is understood that in the event a Part time employee is promoted to Full time, s/he will join the Full time wage progression at the next highest rate of pay that results in an increase.

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

#### **ARTICLE 4 - LIMITATION OF USE OF PART-TIME EMPLOYEES**

- 4.01 The Company will use part-time employees as required to meet the needs of the business.
- 4.02 However, the use of part-time employees shall not exceed 20% of the total regularly scheduled hours for all full-time employees in the Bargaining Unit in any three-month period. The Company shall be allowed to replace the hours of full-time employees absent for any reason for the duration of the absence and these hours shall not be used in the calculation of the allotment noted above. The Company may use any combination of part-time employees to replace the absent employee.
- 4.03 The Company will allow the Union access to documentation on a period basis upon request for the purpose of ensuring compliance with this Article.

#### **ARTICLE 5 – PROBATIONARY PERIOD**

The part-time employee's probationary period will be as per Article 4.02, however, following successful completion of the part-time probationary period, a part-time employee who is hired full-time will be credited with 50% of his/her part-time service, up to a maximum of one (1) year. This credit will apply to matters of layoff, promotion and vacation time allotment. However, the normal waiting period will apply for any fringe benefits where applicable.

#### **OBJECTIVES OF THIS AGREEMENT (ARTICLE 2)**

As per the main body of the Agreement.

#### **LEAVE OF ABSENCE FOR REGULAR, FULL-TIME EMPLOYEES (ART. 8)**

As per the main body of the Agreement.

- *Maternity and Parental Leave of Absence (Article 8.05)*

As per the main body of the Agreement.

- *Adoption Leave of Absence (Article 8.05)*

As per the main body of the Agreement.

- *Paternity Leave*

As per the main body of the Agreement.

**NO STRIKES OR LOCKOUTS (ARTICLE 10)**

As per the main body of the Agreement.

**ADJUSTMENT OF GRIEVANCES (ARTICLE 11)**

As per the main body of the Agreement.

**MEMBERSHIP IN THE UNION (ARTICLE 14)**

As per the main body of the Agreement.

**CHECK OFF (ARTICLE 15)**

As per the main body of the Agreement.

**SICKNESS AND ACCIDENT (ARTICLE 17)**

As per the main body of the Agreement.

**COMPENSATION FOR ACCIDENTS AT WORK (ARTICLE 19)**

As per the main body of the Agreement

**BEREAVEMENTS (ARTICLE 20)**

A part-time employee will be paid his/her regular hourly rate of pay for all regular hours that were scheduled upon the death of a relative as set out in Articles 20.01 [except five (5) days becomes three (3) days] and 20.02 and 20.03 of the main body of Agreement.

**EMPLOYEE CONDUCT (ARTICLE 24)**

As per the main body of the Agreement.

**JURY AND CROWN WITNESS DUTY (ARTICLE 25)**

As per the main body of the Agreement.

**LAYOFFS (ARTICLE 26)**

As per the main body of the Agreement.

### **WORK SCHEDULE (ARTICLE 28)**

It is understood by both parties that it is in the Union's and the Company's best interest to ensure that all employees get a full scheduled workday.

It is further understood that in situations where there is no bargaining unit work left to do in the workplace, the process will be to observe seniority from the current practice of the go-home-early list ensuring all full-time and part-time employees by seniority are offered the opportunity to leave work early when production allows.

After the voluntary list is exhausted, part-time employees will be sent home in order of reverse seniority, observing the requirements to fill the available work assignments.

### **OVERTIME (ARTICLE 29)**

Part time employees will only qualify for overtime pay when they work hours in excess of forty (40) hours per week or hours worked on a statutory holiday.

### **EVENING AND NIGHT SHIFT BONUS (ARTICLE 30)**

As per main body of the Agreement.

### **REFRIGERED AREAS (ARTICLE 31)**

As per the main body of the Agreement.

### **REST PERIODS (ARTICLE 32)**

As per the main body of the Agreement.

### **LUNCH PERIOD (ARTICLE 33)**

As per the main body of the Agreement.

### **HOLIDAYS (ARTICLE 34)**

Part time employees will be covered by 34.01 and will be paid in accordance with Article 34.03 and the New Brunswick Employment Standards Act.

### **SAFETY BOOTS (ARTICLE 35)**

As per main body of the Agreement, however, part-time employees must have a minimum of six (6) months of continuous service as of January 1.

**HEALTH AND WELFARE (ARTICLE 38)**

Health and Welfare Benefits for Part time employees will be provided under the Atlantic Wholesalers Ltd. Plan, as amended by the Company from time to time.

**PAID EDUCATION LEAVE (ARTICLE 41)**

As per main body of Agreement.



**Letter of Understanding #1**

Re. Rates of Pay

It is further understood that Reg Roy will be in the capacity of Maintenance Lead Hand, and will receive annual wage adjustments of forty (40) cents per hour on the anniversary dates of the Agreement.

Yours truly,

ATLANTIC WHOLESALERS LTD.

**Letter of Understanding #2**

Re. New Hire Orientation

In accordance with the agreement reached during Contract negotiations, we wish to set out the following understanding with regards to new hire orientation.

The Local Union chairperson, or their designate on shift, shall be invited to make a brief presentation during new employee orientation sessions. Every newly hired employee shall be provided a copy of the Collective Agreement during this orientation process.

Yours truly,

ATLANTIC WHOLESALERS LTD.

### **Letter of Understanding #3**

#### Re. Banked Time

Full-time employees may bank up to a maximum of two (2) complete shifts per calendar year depending upon their individual hourly shift structure at the overtime rate of 1.5 X.

An employee must work a daily minimum of four (4) hours of overtime pay in order to apply those overtime hours to their banked hour allotment.

Banked shifts will be scheduled by mutual agreement in increments of one (1) shift.

Any employee who does not schedule their allotted bank of overtime by November 1st within the calendar year will have their banked shifts scheduled by the employer. Such banked time may not be carried forward from year to year.

Hours worked on a statutory holiday are not applicable to be banked.

Yours truly,

ATLANTIC WHOLESALERS LTD.

## **Letter of Understanding #4**

### Re. Wage rate for Maintenance Mechanics

This letter serves to confirm our discussions , wherein I advised you that the Company has reviewed its wage rates currently paid to the maintenance mechanics, pursuant to the Collective Agreement.

Due to the current market for skilled labour, the Company considers it necessary to increase the “top” hourly rate paid to a fully trained and qualified maintenance mechanic. Those currently fulfilling these duties will maintain the current premium over and above the FT warehouse classification end rate. Should any future adjustments be deemed necessary, the Company will duly notify the Union.

Should you have any questions or concerns about the above, please contact me directly.

Yours truly,

ATLANTIC WHOLESALERS LTD.

## **Letter of Understanding #5**

### Re. Requirement of Doctor's note

The company has heard the concern regarding that the unavailability of access to Doctors is a current issue and this in part impairs employee's ability to comply with the requirement of Dr. Notes on the day following the return of absence.

Going forward the company will change the requirements on notes. After 4 sick days have been used, any employee who misses additional days will require a Dr. Note to be received at the DC, seven days from his or her absence. For example if an employee is absent on Thursday they are required to have note at the DC by the following Thursday regardless of the shift they are next scheduled on. It is a seven day window.

The DC reserves the right to revoke this change in process conditional to but not limited to, availability of Doctors in the region and abuse of the new policy.

Yours truly,

ATLANTIC WHOLESALERS LTD.

## **Letter of Understanding #6**

### Re. Retention Bonus

We are pleased to advised that Loblaw Companies Limited will be offering a Retention Bonus to new colleagues in the amount of \$500.00.

The retention bonus will be retro to January 1<sup>st</sup>, 2009, however, the company reserves the right to remove this bonus at any time. This arrangement is entered into on a "without precedence or prejudice" basis.

To receive this bonus, colleagues must have a start date following January 1<sup>st</sup>, 2009 and must complete 16 weeks of continuous active service from their hire date, in the posted job function with the distribution centre. The bonus will be paid the week following their 16 week anniversary, providing the terms of eligibility are met, and will be taxed as per applicable Canadian Revenue Agency guidelines.

Yours truly,

ATLANTIC WHOLESALERS LTD.

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**JOINT MEMORANDUM**

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**TO:** ALL BARGAINING UNIT MEMBERS, CALEDONIA DC  
**FROM:** SCOTT SHAW, LABOUR RELATIONS, LOBLAW COMPANIES LTD.  
CHAD JOHNSTON, NATIONAL REPRESENTATIVE, CAW  
**SUBJECT:** MEMORANDUM NOTES  
**DATE:** 3/13/2012  
**CC:** J. HOLLY, L. WOODWORTH

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Further to discussions between the parties during collective bargaining, it is understood that the following items and assurances appear in the Memorandum of Understanding, dated April 20, 2011, as notes and are binding on the parties during the lifetime of the Collective Agreement.

Re. Article 16 – Employees Other Than Union Members

Lumpers will not be allowed to change batteries.

Lumpers will stage bananas only to staging lanes as determined by management.

Lumpers will conduct pre-ops on any equipment they use.

Re. Article 20 - Bereavements

20.01 to be applicable in the event of the death of a Step Child.

Re. Article 29 – Overtime (Applicable to FT Employees only)

The Company has placed the union on notice that it wishes to end the current practice as it relates to article 29.01.

For clarification, an employee must physically work 40 hours in any given week prior to attracting overtime. Employees who volunteer to “Go Home Early” shall be deemed to have worked their entire shift for the purpose of this application.

All overtime hours worked in excess of the regular number of daily hours shall be paid at one-half (1 ½) times the employee’s regular hourly rate.

General

The Union will be provided one locker with their own lock for the purposes of storing confidential union information.