COLLECTIVE AGREEMENT

BETWEEN

RSCL DISTRIBUTION SERVICES INC.

AND

UFCW CANADA LOCAL 1993

EASTERN BIG TICKET CENTRE

2007 – 2010

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UFCW Canada

The United Food and Commercial Workers International Union is one of the largest, most influential and respected unions in North America, with 1.4 million members. The 230,000 members in Canada are affiliated with another 1.2 million UFCW members across the continent.

UFCW Local Unions have members that make products and provide services that touch all aspects of Canadian life. Members are employed in every segment of the food industry. Harvesters, cashiers, waitresses and waiters, health care, funeral homes, hotels, manufacturing plants, warehouses, liquor/soft drink, retail food stores, meat departments, meat plants, meat processing and numerous other industries.

Providing the membership with the best service possible is the top priority for our local unions. There are more than 75 local unions and councils across Canada with more than 550 full-time staff representatives, servicing over 230,000 UFCW Canada members. Stewards act as the front line advocates in the workplace for the Local Union. They volunteer their time to the Union to resolve problems between the employer and fellow members.

Elected officers ensure the smooth running of the day-to-day operations. They are supported by a staff knowledgeable in different areas of expertise. This includes benefits representatives who deal with work-related injuries at the Workplace Safety Insurance Board and employment insurance claims with the Employment Insurance Commission. Benefit representatives know how to cut through the red tape to ensure that members receive the payments to which they are entitled.
The organizing department has an active and enthusiastic staff. They are assisted by members who volunteer their time to help build the Union's membership and therefore contribute to the job security of all members.

UFCW Canada produces some of the best collective agreements, services and products for the membership. Our commitment to the membership, however, goes beyond collective bargaining, servicing and filing grievances. The Union also provides a number of additional services and discounts to members.

Membership in UFCW Canada can assist workers in accessing the necessary skills and job security to plan for their future. At the same time, we are prepared for the continual changes and challenges facing workers.

By reaching out across the country, we are able to tap into a diverse membership base. The input from this powerful mix of workers, geographical regions, sectors and experience ensures that UFCW Canada is ready for whatever tomorrow may bring.
UFCW Canada Local 1993

Local 1993 is a national office local union that was chartered in 1993. It has since grown to represent members from The Bay, Family Services of Peel, Berrot Consulting Inc., The Workers Health and Safety Centre, Reno Associates, and several other contingents including Brantford Holiday Inn, Aramark Canada, and Trafalgar Castle School.

The president of Local 1993 is:
Mr. David W. Watts

The secretary-treasurer is:
Mr. Azzard Ali

The recording secretary is:
Mr. H. Rajkumar

The Co-chair is:
Mr. Stephenson Penaloza

Your full-time union representative is:
Mr. Winston Gordon

The office is located at:
300-61 International Boulevard
Rexdale, Ontario M9W 6K4
Tel: 416-675-1104
Fax: 416-675-6919
Email: local1993@ufcw.ca
Dear Member:

This is your Union contract. Please take the some time to study the content and become aware of your rights and privileges as union members. It is an important document. It identifies and guarantees your income, benefits and job security while you work for your current employer.

As a union member with a contract, you have the freedom to plan for the future. You will know what your income will be for the next three years in advance. Your rights and benefits are written down and cannot be revoked, and your job security is a primary element. Non-union workers do not have this protection. Their wages and benefits may be cut at any time, as may their jobs.

If you feel that there is a dispute, or that you have a grievance, please talk first to your steward. He or she is a co-worker trained by your Union to help you with concerns and grievances in the workplace. If the problem cannot be settled by the steward, a full-time union representative can be contacted at anytime to assist you.
Employee’s Right to Refuse Unsafe Work

- Employees have the right to refuse unsafe work where the employee has reason to believe any equipment, machinery or physical condition of the workplace is likely to endanger himself or herself or another worker.
- The right to refuse does not apply to police, firefighters, guards in prisons and other correctional facilities, hospital and other health care workers, workers in residential and group homes, ambulance services, certain medical laboratories, laundry, food services, power plant employees, and other technical services used in connection with the facilities and services which are excluded.
- A worker cannot exercise a right to refuse where the danger is a normal part of the employee’s work or where the work refusal would directly endanger the life or health and safety of another person.
- Where unsafe work exists, the employee is obligated to promptly report it to management.
- Upon refusing unsafe work, the employer must immediately investigate the situation in the presence of the employee, the Health and Safety Representative or another employee with health and safety knowledge.
- If the employee is not satisfied with the results of the employer’s investigation, the employee can still refuse to do the work while the Ministry of Labour inspector is notified where he or she has reasonable grounds to believe that the workplace is still unsafe.
- During this time, the employer can ask another employee to do the work that was originally refused. However, the employer must inform this employee why the work was previously refused in the presence of a Health and Safety Representative or another person with health and safety knowledge. This employee also has the right to refuse such work in accordance with the OHSA.
- The employee cannot be penalized in any manner or be disciplined, dismissed or intimidated for exercising a right to refuse to work in accordance with OHSA, for working in compliance with the OHSA, seeking to have the OHSA enforced or giving evidence in proceedings under the OHSA.

For a free guide to Your Workplace Rights in Ontario, please contact your union representative.
COLLECTIVE AGREEMENT

BETWEEN

RSCL DISTRIBUTION SERVICES INC.
(Herein called the "Company")

-and-

UFCW CANADA LOCAL 1993
(herein called the "Union")

EASTERN BIG TICKET CENTRE

2007 – 2010
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PURPOSE

The general purpose of this agreement is to establish and maintain harmonious relations between the Company and the Union and the Employees covered by this agreement and to provide a method for the timely settling of differences or grievances.

The Company and the Union recognize 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 to improve itself. The Union agrees to support the Company in obtaining these objectives, all of which are consistent with this collective agreement. This preamble will not conflict with the contractual arrangements set out in the Agreement.

ARTICLE 1 - RECOGNITION

1.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all employees, employed by the Company at its Heavy Goods Distribution Centre at 160 Carrier Drive, Rexdale, engaged in the processing of Upholstered and Indoor Case Goods Furniture, Major Appliances, Mattresses and Major Audio/Video Electronics and its Heavy Goods Distribution Centre at 100 Metropolitan Road in Metropolitan Toronto and at its subsisting bargaining unit at 8550 Airport Road, save and except supervisors, person above the rank of supervisor, office personnel, security personnel, drivers and vehicle fleet maintenance personnel and quality acceptance/loss prevention personnel.

Clarity Note: It is understood that print room clericals engaged in the functions of receiving clerical, shipping clerical and print room clerical work are in the bargaining unit. It is understood, in keeping with past practise, and as part of the collective agreement, from time to time as required, the Company may, at its discretion, require the bargaining unit to handle or process additional heavy goods commodities through the Distribution Centre.

The Company agrees that any new clerical staff that may be required by the Company engaged in the functions of receiving, shipping clerical, reverse processing, quality assurance will be in the bargaining unit.

1.02 The term part-time employee shall mean any employee who is not regularly scheduled to work the normal full time hours referred to in Section 8.01, Hours of Work.
ARTICLE 2 - UNION SECURITY

2.01 (a) The Company agrees to deduct an amount equal to the regular monthly Union dues from all employees in the bargaining unit. All Employees shall sign a dues deduction authorization card in the form attached hereto as Appendix A. The President will be notified when an employee has completed his probationary period on a monthly basis.

(b) The Company agrees to a one time initiation fee deduction.

2.02 The amount of the regular monthly dues shall be those authorized by the Union in accordance with the provisions of its By-laws and Constitution, and the Treasurer of the Union shall notify the Company of any changes therein, and such notification shall be the Company’s conclusive authority to make the deductions specified.

2.03 In consideration of the deducting and forwarding of Union dues by the Company, the Union agrees to indemnify and save harmless the Company against any claims or liabilities arising or resulting from the operation of this Article.

2.04 Dues deductions shall become effective in the month following the month in which the employee was hired. The deduction shall be made from their second pay in each calendar month and forwarded to the President of the Union ten working days after the deduction was made, along with a list of employees from whom deductions were made. The Company will, at the same time, advise the Union of the names of any employees who have terminated or been laid off in the preceding month. Company will endeavour to provide Union with dues list in alphabetical order.

ARTICLE 3 - NO STRIKE NO LOCKOUT

3.01 In view of the orderly procedures established by this Agreement and provisions of the Labour Relations Act, the Union agrees that there will be no strike, slowdown, work stoppage (either complete or partial) or other interruption or interference with operations during the term of this Agreement. The Company agrees that there shall be no lockout by it during the term of the Agreement.

3.02 Any employee who participates in any strike, slowdown, work stoppage (either complete or partial) or other interruption with operations may be subject to discipline or discharge by the Company provided that nothing herein shall prevent such employee from lodging a grievance with respect to such discipline or discharge.
ARTICLE 4 - MANAGEMENT FUNCTIONS

4.01 The Union recognizes that the management of the Company and direction of the working forces are fixed exclusively in the Company and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company to:

(a) maintain order, discipline and efficiency;

(b) hire, retire, assign, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline employees subject to the right of the employees to grieve to the extent and manner provided herein if the provisions of this Agreement are violated in the exercise of these rights;

(c) determine the nature and kind of business conducted by the Company, the products to be manufactured, the kinds and locations of equipment and materials to be used, the process of manufacturing, the engineering and design of its products, the control of materials and parts, the methods and techniques of work, the schedules of work, number of personnel to be employed, to make studies of and to institute changes in jobs and job assignments, the extension, limitation, curtailment or cessation of operations and to determine all other functions and prerogatives here before invested in and exercised by the Company which shall remain solely with the Company;

(d) make and enforce and alter from time to time rules and regulations to be observed by the employees. The Company agrees that prior to implementing any new or changed rules and regulations, it must first provide copies to the Union.

4.02 The Company agrees that these functions will not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE 5 - RELATIONSHIP

5.01 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 their representatives, or members, because of an employee's membership or non-membership in the Union, or because of their activity or lack of activity in the Union.

5.02 There shall be no discrimination practised by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or handicap.
5.03 The Union further agrees that there shall be no solicitation for membership or other Union activities during working hours, except as specifically permitted by this Agreement or in writing by the Company.

5.04 Where there is a reference in this document and its appended documents to the masculine, the said reference shall also include the feminine, and visa-versa.

ARTICLE 6 - REPRESENTATION

6.01 List of Stewards:
The Union may elect or appoint stewards from among employees in the bargaining unit who have completed their probationary period, for the purpose of assisting employees in the presentation of grievances in accordance with the provisions of this Agreement. The Union will endeavour to have one (1) steward for the day shift and one (1) steward for the evening shift. It is agreed and understood that the unit co-chairs are the ranking stewards for the purposes of the article. In the event of the Company establishing a night shift, the Union shall have one (1) steward on the night shift.

6.02 The Company will recognize a Grievance Committee which shall consist of the President or his designate, one (1) of the Co-chair persons and the Steward involved with the grievance. If any of the aforementioned are not available, the President may appoint an alternate to act in their absence.

6.03 It is agreed that stewards and/or co-chairs, including members of the grievance committee, shall continue to perform their regular duties and responsibilities for the Company and shall not leave their regular duties without having first secured permission from their immediate supervisor, which permission shall not be unreasonably withheld. Stewards and/or co-chairs requesting time off for the purposes of servicing grievances under the Collective Agreement shall advise their immediate supervisor of their business and report to such supervisor at the time of their return. If, in the course of such time, they visit another Department they shall advise the supervisor of that Department of their business. Subject to the foregoing, stewards and/or co-chairs servicing grievances of employees during their regular working hours shall not suffer any deduction from their regular pay.

6.04 (a) The Union shall keep the Company notified, in writing, of the names of the current stewards and members of the grievance committee, the areas they represent, as well as the effective date of their respective appointments.
(b) No individual employee or group of employees shall undertake to represent the Union at meetings with the employer without prior notification to the Union. In order that this may be carried out, the Union will supply the employer with the names of the current union representatives.

(c) The employer shall supply the union with an accurate list of supervisory and other personnel with whom the Union may be required to transact business in the first month after ratification of this collective agreement and at any subsequent time, to reflect changes in subject personnel.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 For 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 the Agreement, including any question as to whether a matter is arbitrable.

For purposes of this Article, reference to “days” relating to Steps in the grievance and arbitration procedure shall exclude Saturdays, Sundays and paid holidays.

7.02 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible. It is understood that an employee has no grievance until they have first given their immediate supervisor the opportunity of adjusting their complaint. If an employee has a complaint, they shall discuss it with their immediate supervisor, in the presence of their steward if so desired by the employee, 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 employee. The supervisor shall give their response to the complaint within five (5) days and, failing settlement, or failing a response, it may be then taken up as a grievance within five (5) days following advice of the immediate supervisor’s decision in the following manner and sequence:

Step #1

The employee, who may request the assistance of their Steward, may present their grievance to their immediate supervisor. The grievance shall be in writing, on a grievance form approved by the Company and the Union, and shall include the nature of the grievance, the grievance number, the remedy sought and the provisions of the Agreement which are alleged to have been violated. Failing settlement, the immediate supervisor shall deliver their decision in writing within five (5) days following the presentation of the grievance to them.
Failing settlement:

**Step #2**

Within five (5) days after the decision in Step 1, the grievor, who shall have the assistance of the Union Steward shall submit the grievance in writing to the Human Resources Manager or the Building Manager or his/her designate. A meeting will then be held between the Human Resources Manager, the Building Manager or designate, the grievor and the Union Grievance Committee which will consist of the President of the Local Union or his designate. Such meeting shall be held within five (5) days of submission of the grievance at Step #2, unless extended by the parties. It is understood and agreed that a staff representative of the Union or the President's designate shall be present at all such meetings. The Company may also have such counsel and assistance as it may desire.

The decision of the Human Resources Manager or the Building Manager or designate shall be delivered in writing within seven (7) days following the date of such meeting.

7.03 It is agreed that a grievance arising directly between the Company and the Union shall be originated under Step #2 and the time limits set out with respect to that Step shall appropriately apply. It is understood, however, that the provisions of this Section may not be used with respect to a grievance directly affecting an employee or employees and that the regular grievance procedure shall not thereby be by-passed.

7.04 Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance and such written grievance shall be originated under Step #2 and the time limits set out with respect to that Step shall appropriately apply.

7.05 A claim by an employee who has completed their probationary period, that they have been unjustly discharged or suspended, shall be treated as a grievance if a written statement of such grievance is lodged with the Company at Step #2 of the grievance procedure within five (5) days after the date the discharge or suspension is effected.

Such special grievance may be settled under the grievance or arbitration procedure by:

(a) confirming the Company's action in dismissing or suspending the employee, or
(b) reinstating the employee with or without compensation for time lost less any unemployment insurance received by the employee which they are not obligated to repay and any additional compensation received from any source during the period from the date of their discharge to their reinstatement, or

c) by any other arrangement which may be deemed just and equitable by the parties or the Arbitration Board.

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

7.06 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within thirty (30) days after the decision under Step #2 is given, the grievance shall be deemed to have been abandoned.

7.07 Where no written answer has been given within the time limit specified, the grievance may be submitted to the next step of the foregoing procedure, including arbitration.

7.08 No adjustment effected under the grievance or arbitration procedure shall be made retroactive prior to the date that the grievance was formally discussed or presented to the Company or, if applicable, the date of the alleged violation, providing it does not exceed the time limits set out in Section 7.02 above.

7.09 It is the exclusive function of the Company to discipline or discharge a probationary employee for any reason satisfactory to the Company, provided such discharge is done in good faith and in non-discriminatory fashion as per the Ontario Labour Relations Act.
7.10 When either party requests that any matter be submitted to arbitration, as provided in the foregoing Article, it shall make such request in writing, addressed to the other party to this Agreement, and at the same time appoint a nominee. Within five (5) days thereafter the other party shall appoint its nominee; provided, however, that if such party fails to appoint a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking arbitration procedure. The two nominees so appointed, along with the Chairman selected by the parties from the arbitrators listed in Appendix B and in accordance with the procedure set out therein, shall constitute an Arbitration Board.

7.11 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

7.12 No matter may be submitted to arbitration which has not been properly carried through all requisite steps in the grievance procedure.

7.13 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

7.14 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority, the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.

7.15 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the expenses, if any, of the chairman of the Arbitration Board.

7.16 (a) Notwithstanding the foregoing, the parties may agree that any matter submitted by either of them to arbitration shall be dealt with by a single arbitrator. In such a case, the arbitrator shall be selected from the panel set out in Appendix B attached, in accordance with the procedure set out therein, and the foregoing provisions shall be modified to the extent necessary to reflect the resolution of the dispute by a single arbitrator.

7.16 (b) Where appropriate, and only by mutual agreement, the parties agree to employ the option of mediation/arbitration as a mechanism for the purpose of resolving specific grievances. In these cases, a mediator (alternately selected from the names stipulated in Appendix B) will be appointed, and their respective decisions will not be binding on the parties. Either party reserves the right to resolve the grievances through the normal arbitration process, as set out above.
7.17 The parties acknowledge that the time limits set out in both the grievance and arbitration procedures must be strictly complied with, except by written agreement to extend them, and failure to so comply shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 49 of the Labour Relations Act.

7.18 Each new or rehired bargaining unit employee shall be allowed an orientation period with a unit co-chair on the employee’s first regular non-overtime shift. This orientation period shall be up to a maximum twenty (20) minutes and shall be done in conjunction with the Company orientation session, and shall occur one time only for each new, or rehired employee, or group of such employees. Time so spent by the new or re-hired employees and the co-chair shall be considered time worked.

ARTICLE 8 - HOURS OF WORK

8.01 (a) The normal work week for regular full-time employees shall consist of thirty-seven-and-one-half (37½) hours per week and the normal work day for such employees shall consist of seven-and-one-half (7½) hours per shift, exclusive of an unpaid meal period. The work week shall normally consist of five (5) consecutive days, although the Company reserves the right to schedule non-consecutive days off. Where employees are scheduled to work other than a Monday to Friday work week, the Company will assign the most junior qualified employees to such schedule, unless any senior qualified employees request such a schedule.

8.01 (b) The Company will provide a full time employee forty-eight (48) hours notice of a temporary change of schedule except in emergency situations. A temporary change of schedule shall not continue after the end of the second week immediately following the week in which the change of schedule takes effect.

In emergency situations, the Company shall first seek qualified volunteers in order of seniority to facilitate more immediate schedule changes.

In emergency situations and when an employee volunteers to accept a change in the schedule, the forty-eight (48) hour notice will be waived.

8.01 (c) Where, the Company’s view, it is necessary to permanently change a FT employee’s hours of work, the Company shall provide the affected employee with one week notice of such change.
8.01  (d) Part-time employees may be requested to work up to seven-and-one-half (7½) hours per day or thirty-seven-and-one-half (37½) hours per week, exclusive of an unpaid meal period.

8.02  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, the days of work per week, nor a guarantee of working schedules.

8.03  Authorized hours worked in excess of the normal work week or the normal work day shall be compensated at time-and-one-half the employee's regular straight time hourly rate.

8.04  There shall be no duplication or pyramiding of hours worked for the purpose of computing overtime or other premium payment.

8.05  Consistent with efficiency of operations, there shall be a one-half hour unpaid meal period and a fifteen (15) minute paid rest period in each completed half shift.

8.06  Authorized work performed on Sundays shall be paid at double-time unless such work is part of a full-time employee's regularly scheduled shift.

In the event that Sunday becomes a regular scheduled workday the Company will notify the Union and give them an opportunity to discuss it in advance.

The Company will endeavour to minimize straight time shifts worked on Sundays. Sunday shifts will be initially offered by seniority. However, if there are not sufficient volunteers Sunday shifts will be scheduled by reverse seniority, using as many Part-time employees as practicable.

In addition to regular straight time for the respective classifications, there will be a one dollar ($1.00) per hour premium paid to full time employees for hours worked on Sunday.

8.07  The parties to this Agreement recognize that the needs of the business may require the performance of overtime work from time to time and employees will co-operate in the performance of such work. The Company will attempt to advise employees of required overtime as far in advance as practicable.
8.08 (a) The Parties to this agreement recognize that overtime work may be required from time to time. Overtime work will be offered on a rotational basis within the department, by shift to qualified available employees who are at work at the time in the department. In the event that an insufficient number of qualified employees are available for overtime work within the department, the overtime work will be offered by seniority, to available employees outside the department. The Company will offer such overtime by posting a daily overtime list (D.O.L.) in the main hallway. Every employee who is willing to work overtime can so indicate by signing the D.O.L. The Company will advise those employees who sign the D.O.L. whether or not they shall be needed to work overtime before the end of the shift. The Company reserves the right to cancel the overtime. Employees will be notified of the cancellation of the overtime as soon as possible.

8.08 (b) If an employee is missed within the department or was missed after signing the D.O.L., they will be offered the next overtime shift. Failing that the employee is not scheduled for the next available overtime and there is a grievance filed by the Union, the Company shall compensate the employee who is entitled to such loss of overtime, should the grievance be valid.

8.09 Employees who are required to work more than two-and-one-half (2½) hours overtime continuous with the completion of any seven-and-one-half (7½) hour shift shall be granted a meal allowance of three-dollars-and-fifty-cents ($3.50).

8.10 Employees required to work a midnight shift, defined as one in which the majority of hours worked fall between 11:00 p.m. and 7:00 a.m., shall be paid a shift premium of seventy-five cents ($0.75) per hour for hours worked in addition to their regular hourly rate. For the hours worked between 5:00 p.m. and 11:00 p.m., an additional sixty-five cents ($0.65) per hour will be paid. For employees working a shift from 3:00 p.m. to 11:00 p.m. the full afternoon shift premium will be paid. Shift premiums are not paid for overtime hours.

8.11 When a part-time employee is called into work on the same day and is not available, the time refused will not be credited as hours worked, nor will it be held against them.
ARTICLE 9 - TEMPORARY TRANSFERS

9.01 (a) The Company reserves the right to make temporary transfers as required. A temporary transfer occurs when an employee is required to work on a job classification other than their own for a period of not more than sixty (60) working days. If the job classification to which the employee is transferred has a higher rate, then the employee will be paid the higher rate provided they have completed at least five (5) hours of the shift or for each completed hour worked. If the rate of the job classification to which the employee is transferred is lower (except where the transfer is in lieu of layoff), the employee will revert to the lower rate of pay, starting with the 2nd day of displacement. Temporary job openings will not be posted. The Union will agree to an extension if this is mutually agreed to in writing by the Union and the Company.

9.01 (b) When a FT employee is required to work on a temporary transfer to a higher-rated job outside of their classification, the senior FT employee in the Department shall be offered the preference, provided the employees concerned are equally qualified to do the work. Any employee so classified shall not be entitled to elevation until they have worked ten (10) consecutive days within the department.

9.01 (c) When an employee is requested to work on a temporary transfer to a lower-rated job outside of their classification, it shall be done in the reverse order of their seniority in the Department, provided the employees concerned are equally qualified to do the work.

9.01 (d) When a FT employee is elevated, the period of time will be set out when foreseen. Employees who accept such elevation shall be required to complete the assignment for its full duration.

9.01 (e) When an employee accepts training for elevation to a higher rated job, they will accept elevation by seniority. If there are not sufficient trained employees volunteering for elevation, the employer shall have the right to assign the elevation shifts in reverse seniority order.
Where an employee is transferred to a position outside of the bargaining unit for not less than two (2) weeks and not more than four (4) weeks, they shall maintain their seniority held at the time of the transfer. Each employee may transfer outside of the bargaining unit in this manner not more than twice a year and maintain their seniority held at the time of each transfer. Should the employee return to the bargaining unit, having transferred to a position outside the bargaining unit for less than two (2) weeks, or more than four (4) weeks, or more than twice a year, then their name shall be placed on the bottom of the seniority list, unless otherwise mutually agreed to; but, in any case, shall retain their Company seniority for vacation and pension benefits. It is understood and agreed that an employee may be transferred back to the bargaining unit and the Company will not be required to post a vacancy under Article 12.07 of the Collective Agreement, provided only that the transfer back to the bargaining unit shall not directly result in the layoff of any bargaining unit employee.

Nothing within this Article limits the Company’s right to assign or transfer part-time employees within the same classification to different job assignments within that classification.

**ARTICLE 10 - EMERGENCY CALL IN**

Where a regular full-time employee has completed their regularly scheduled shift and, without prior notification, is called in to work outside their regularly scheduled working hours, they shall be paid at time-and-one-half their regular straight-time hourly rate for all hours worked, with a minimum guarantee of four (4) hours at straight-time, except to the extent that such four (4) hour period overlaps or extends into their regularly scheduled shift, in which case they shall be paid only time-and-one-half for the actual hours worked up to the commencement of their regular shift.

**ARTICLE 11 - REPORTING PAY**

Where an employee 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 employee 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.
ARTICLE 12 - SENIORITY

12.01 (a) Seniority, as referred to in this Agreement, shall mean length of continuous service with the Company since the last date of hire as a regular full-time employee. All regular full-time employees shall be on probation for a period of sixty (60) days of continuous active employment. On successful completion of the probationary period, regular full-time employees will be credited with seniority from date of hire. Part-time employees who become regular full-time employees pursuant to Section 12.12, shall also be on probation for a period of sixty (60) days of continuous active employment, except to the extent that credit for past employment in accordance with the Company's current practice is granted up to sixty (60) days. It is understood and agreed that consecutive weeks of continuous active employment shall not be broken by short term leaves of absence granted by the Company, or short term absences caused by bona fide illness or injury.

12.01 (b) All part-time employees shall be on probation for a period of 450-hours of active employment within any nine (9) month period. Upon successful completion of the probationary period, employees will go to the appropriate start rate for their classification.

12.01 (c) A part-time employee who becomes a regular full-time employee and has at least one (1) year of service as a part-time employee shall be credited with six (6) months seniority. Should more than one (1) part-time employee be reclassified to FT then the employees' names shall be placed in numerical order according to their seniority.

12.02 Where the Company requests extension of the probationary period, it will provide at least fourteen (14) calendar days notice prior to the expiration of the initial probationary period. It is understood that an extension must be mutually agreed to.

12.03 An employee will have no seniority rights during his probationary period.

12.04 Definition of Departments

Wherever in the agreement the word "Department" is used it shall mean:

1. Receiving, Putaway, Cycle Count, Picking
2. Shipping/Customer Pick up Till
3. Home Delivery/Reverse Processing/Quality Control/Workrooms
4. Print Room Clericals, Quality Assurance
5. Maintenance
Attached in Appendix C are the current classifications within the Departments set out above.

12.05 An employee shall lose all seniority and shall be deemed to have terminated if:

(a) an employee quits;

(b) an employee is discharged and not reinstated under the terms of this Agreement;

(c) a full-time employee has been laid off for:
   i) in case of an employee with up to one year seniority, the period of time equivalent to their seniority at the time of layoff, or
   ii) in the case of an employee with more than one year's seniority, one year;

(d) a full-time employee fails to notify the Company within five (5) working days of receipt of notice of recall and report within ten (10) calendar days from receipt of such notice. Notice of recall may be by telephone or telegram, confirmed by registered mail. If notice is by registered mail, it shall be deemed to have been received on the second day following registration;

(e) a full-time employee utilizes any leave of absence for purposes other than for which the leave was granted, or fails to return to work after expiration of a leave of absence without providing a reason satisfactory to the Company;

(f) a full-time employee is absent from scheduled work for a period of three (3) consecutive working days without notifying the Company of such absence and providing a reason satisfactory to the Company.

(g) a part-time employee has not been offered work within any four (4) month period or, having been offered work, declines on three (3) non-successive occasions within a one (1) month period unless an explanation satisfactory to the Company is given by the employee which may include an authorized leave of absence, vacation or illness;

(h) The Company is unable to contact a part-time employee on three (3) successive occasions, and the Company has advised the employee of this via registered mail at their last known address and the employee fails to respond within four (4) normal working days from the day the letter was registered.
It shall be the sole responsibility of the employee to keep the Company informed at all times of their current address and phone number. The Company will not be held responsible for loss of hours or wages if the employee cannot be contacted.

12.06 The Company shall maintain a list showing the name, seniority, Department and current classification, where applicable, of full-time and part-time employees. The seniority list shall be revised and posted in the first full week of January and July in each year and a copy provided to the Local Union President. Once posted, the union has 30 days to identify corrections, otherwise the list is deemed to be correct. Notwithstanding the foregoing, an employee not at work during the thirty (30) days period referred to shall have ten (10) days to identify a correction upon return to work.

12.07 It is the policy of the Company to promote from within where possible and reasonable to do so. In such a case, permanent vacancies in the bargaining unit, which the Company decides to fill on a full-time basis, will be posted. Such postings shall contain the job title, current salary range, location and, where applicable, a brief description of the duties and responsibilities. In addition, the posting shall indicate those qualifications required by the Company. Postings will be placed on the bulletin board in the main lunchroom.

12.08 Such vacancies shall be posted for a period of five (5) working days so that each is posted for at least two (2) working days in each of two (2) consecutive work weeks. Employees bidding on job vacancies must make application to the Human Resources Department no later than the fifth day of the posting, unless the time limit is extended by mutual agreement.

12.09 Vacancies which will not, or are not expected to, exceed thirty (30) calendar days and vacancies caused by absence due to illness, vacation, accident, leave of absence (including maternity leave) need not be posted unless agreed to by the parties. Such temporary vacancies may be filled at the discretion of the Company and payment shall be in accordance with Section 9.01.
12.10 (a) The Company shall first consider applicants who are full-time employees. (It is understood, however, that where a vacancy arises, the filling of which shall not result in any increase in the complement in the Department in which the vacancy occurs, the Company may first transfer an employee in the same classification in which case the resultant vacancy would be posted). Where, in the opinion of the Company, the relative skill, ability and efficiency of applicants are equal and, further, provided the employees in question have the qualifications, without training, to perform the duties and responsibilities of such classification, seniority shall apply. If no applicants have the qualifications, without training, to perform the duties and responsibilities of such classification then the most senior applicant would be offered training.

12.10 (b) If there are no applicants for the position, the Company will assign the most junior full-time employee in the building to this position.

12.11 If the vacancy is not filled on the foregoing basis, the Company shall advertise the vacancy to part-time employees who may then apply and shall be considered in accordance with the foregoing sequence and procedure (with the appropriate changes) commencing at Section 12.07. Where, in the opinion of the Company the relative skill, ability and job efficiency of the part-time applicants are equal and, further, provided the employees in question have the qualifications, without training, to perform the duties and responsibilities of such classification, current part-time seniority shall apply. The probationary period shall be subject to the provisions of Section 12.01.

12.12 If the vacancy is not filled on the foregoing basis, the Company may select any employee in the bargaining unit for training or fill the job in question at its discretion.

12.13 The Company shall fill a posted vacancy within 30 days of the date of the 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.

12.14 The immediate resultant vacancy, if any, for regular full-time employees, arising out of the foregoing procedure, shall be posted and filled based on the criteria set out in Section 12.10 above. Any further resultant vacancies need not be posted but where the Company elects to post such further vacancy, it shall also be filled in the criteria set out in Section 12.10. Notwithstanding the foregoing, after the resultant vacancy has been filled the Company will post the name of the successful applicant for the information of the employees. Should any employee wish to apply for any further vacancy, caused by the filling of the vacancy, they may notify the Human Resources Office within five (5) working days.
12.15 The Company need not consider any applicant to a posting who has, within the prior three (3) month period, successfully bid on a vacancy. The application may be considered by the Company if it is for a higher classification.

12.16 The co-chair persons and the chief steward of the local union shall, upon request, have access to the names of applicants and successful applicants to any posting.

12.17 Before a job becomes redundant in a classification, the Company will advise the Union in writing and the employees will be placed prior to any future postings.

12.18 The Company shall provide modified duties to those employees so designated by the Workplace Safety and Insurance Board and will seek the Union’s input in designing such modified duties.

12.19 For the purposes of the Collective Agreement, a promotion shall be defined as a movement from one classification to another classification, within the bargaining unit, where the maximum rate of pay applicable to the new classification exceeds the maximum rate of pay applicable to the employee’s present classification.

12.20 LEAD HAND POSITION

Lead hand positions will be posted under the normal posting procedure as outlined in Article 12 and based equally on the following criteria:

(a) Seniority
(b) Job knowledge and skills
(c) Leadership and communication skills
(d) Attendance will be taken into consideration

In the event that an employee applies for such posting, meets the criteria except for powered equipment training and is able to be trained for such powered equipment, the employee will be afforded training for a 30 day period.

In the event that no applicants have the qualifications, Article 12.10 (a) will apply.

ARTICLE 13 - LAYOFF

13.01 There shall be no regular full-time employees laid off in a classification, in a department, while there are non-regular employees working in that classification.
13.02 If layoffs occur, the junior regular full-time employee in the classification will have the right to displace a part-time employee in their classification, preferably on their shift if possible, otherwise on any shift plant wide. Failing this, then they shall be laid off for not more than two days.

13.03 Following the two days layoff they shall have the right to bump the junior regular full-time employee in their classification plant wide.

13.04 A regular employee so displaced shall then be able to exercise their seniority to displace its most junior employee plant-wide, providing they are able to perform the work.

13.05 Failing this, the regular full-time employee shall then be able to exercise their seniority to displace the most junior regular full-time employee in the next highest job classification, providing they are fully qualified and willing to perform the available work. In order to accommodate this, the Company will layoff the necessary non-regular employee to make room for the bumping.

13.06 The most junior regular full-time employee so bumped may exercise his right to bump the most junior regular full-time employee plant wide and the company will layoff the number of non-regular employees to make this bumping possible.

13.07 A regular full-time employee who exercises their right to displace another employee pursuant to the foregoing shall be paid the rate of the job classification in which they exercise their displacement rights.

13.08 For the purpose of this Article, non-regular employees shall be defined as any part-time or probationary employee; employee shall be employee or employees.

13.09 A regular full-time employee displaced at any stage, other than in the two days temporary layoff, shall continue the aforementioned procedure.

13.10 Recall shall be in reverse order of layoff. The last regular FT employee laid off (providing they still have recall rights) shall be the first employee entitled to recall providing they are fully qualified and willing to perform any available permanent work.

It is understood and agreed that such permanent available work shall not be construed as a vacancy under Article 12 - Seniority, Section 12.08.

13.11 For the purpose a layoff, the two Co-chair persons of the facility shall have super seniority within their respective departments.

13.12 When a shift change occurs because of layoff within the Bargaining Unit, reference to ARTICLE 8.01 (b) will not be applicable.
13.13 The Company will "call back" employees by seniority until the daily schedule requirements are met on a first call only basis.

ARTICLE 14 - LEAVES OF ABSENCE

14.01 (a) The Company may, in its discretion, grant leave of absence without pay for legitimate personal reasons. Requests for such leave shall be made in writing to the Department Manager, stating the reasons for such request and the proposed duration, at least two (2) weeks in advance except in cases of emergency.

14.01 (b) The Company will grant a leave of absence for union educational purposes, upon written request from the Union President, for a leave of absence for up to a maximum of twelve (12) months within the life of the collective agreement, to be taken in increments of not more than four (4) months at any one time, for any one (1) person.

In addition the Company will consider a written request, in advance, for leave(s) of absence for the purpose of attending union conventions and/or union seminars for educational reasons. Such leaves of absence shall be limited to a maximum of two (2) bargaining unit members, to a maximum of three (3) weeks, in any year of the collective agreement.

The above shall be without loss of seniority. The Union will reimburse the Company for the salary, including benefits.

14.02 Jury and Witness Duty - A regular full-time employee called for jury duty or subpoenaed as a Crown witness shall receive for each day absent from regularly scheduled working hours, the difference between regular pay lost and the amount of jury or witness fee received, providing the employee furnishes the Company with a Certification of Service signed by the Clerk of the Court showing the amount of any fee received.

14.03 (a) In the event of a death in the immediate family, a regular full-time employee will be granted up to three (3) consecutive scheduled days off (up to five consecutive scheduled days may be granted in special circumstances at the Company's discretion). Such leave shall be without loss of pay from regular earnings. Immediate family shall mean spouse, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, son-in-law and daughter-in-law, grandchild and common-law spouse.

14.03 (b) In the case of a death of a regular full-time employee's aunt, uncle, grandparent, brother-in-law, sister-in-law, leave shall be granted without loss of regular earnings only for attendance at the funeral. unless such relative, at the time of death, was residing with the employee, in which case provisions of 14.03 (a) above shall apply.
14.04 All leaves granted under Article 14.01 (a) and 14.03 (a) and (b) to deal with the death, illness, injury, medical emergency, or urgent matter of a family member; or, a leave granted for personal illness, injury or medical emergency, shall count towards the employee's yearly entitlement to emergency leave under the provisions of the Employment Standards Act S.O. 2000, c.9. The said Employment Standards Act shall represent the minimum benefit. Improvements made to Employment Standards in Ontario during the life of this Agreement shall be improvements to this Agreement.

ARTICLE 15 - VACATIONS

FULL-TIME EMPLOYEES:

15.01 All full-time employees shall be entitled to vacations with pay based on length of full-time continuous service as follows:

(a) employees who have completed less than one (1) year of full-time continuous service as of August 31 in any year shall be entitled to a vacation in the amount of one (1) day for each completed calendar month of service up to August 31 to a maximum of ten (10) days;

(b) employees who have completed ten (10) or more full calendar months continuous service as of August 31 in any year shall be entitled to a vacation in the amount of two (2) weeks;

(c) in the calendar year that the employee completes four (4) years of continuous service their vacation entitlement shall change to three (3) weeks;

(d) in the calendar year that the employee completes ten (10) years of continuous service their vacation entitlement shall change to four (4) weeks;

(e) in the calendar year that the employee completes fifteen (15) years of continuous service their vacation entitlement shall change to five (5) weeks;

(f) in the calendar year that the employee completes twenty (20) years of continuous service their vacation entitlement shall change to six (6) weeks;

(g) part-time employee's shall receive vacation pay pursuant to Company policy.

15.02 There shall be no carry over of vacation from one calendar year to the next except in extenuating circumstances. Such carry-over shall not extend beyond January 31 of the following year.
15.03 Vacation pay for each week of vacation entitlement shall be in the amount of the employee's regular weekly earnings, excluding overtime or any other premium, subject only to compliance with the provisions of the Employment Standards Act.

15.04 Vacations shall be scheduled by the Company. Employees with less than two (2) weeks vacation entitlement must take their entitlement at one time. Employees with four (4) weeks or more vacation entitlement must take their entitlement in at least two periods, no period being greater than three (3) weeks. However at least one (1) week must be taken between February 1 and June 1, to assist in the equitable distribution of vacation. Every vacation entitlement of two or more periods must be separated by a minimum of three (3) weeks. However, as stated in article 15.07, no more than three (3) weeks may be taken between June 1st and September 1st in any year. The Company will apply exceptions when, after the summer list has been posted and there are openings for those with more than three (3) weeks, employees will be granted, by seniority, their three (3) weeks without the three (3) weeks separation period applying. An employee must take at least one week of vacation at any one time. Leave of absence of one (1) week or more will generally only be approved when all vacation time has taken, but the Company will consider applications for leave of absence outside of the approved vacations. If approved, such leave of absence will not affect the employee's scheduled vacations. The Company will consider applications for exemption from this Article 15.04.

15.05 Employees shall indicate their vacation preferences, if any, of up to a maximum of three (3) weeks for the period between June 1st and September 1st no later than February 1st in each vacation year. Where an employee requests a specific vacation period, the Company shall confirm or deny, in writing, such request no later that February 15th for all such requests for vacation time after February 15th, or within two (2) weeks of the receipt of the request for earlier vacation periods. Where, in scheduling vacations in accordance with this Article 15.05, conflicts arise as to choice of vacation time, consideration shall be given to respective length of service and the efficiency of operations in the final determination of a vacation schedule. The Company will give consideration to vacation requests made for vacation to occur at any time of the year.
15.06 Where vacation schedules for the period between June 1st and September 1st have been confirmed, in writing, no later than February 15th employees shall indicate their vacation preferences in accordance with this Article 15.06 no later than March 1st. Where an employee requests this vacation preference, the Company shall confirm or deny, in writing no later that March 15th. Where, in scheduling vacations in accordance with this Article 15.06, conflicts arise as to choice of vacation times, consideration shall be given to respective length of service, and the efficiency of operations in the final determination of a vacation schedule. However, no request for vacation time is this Article 15.06 will be used to displace an employee whose vacation time was confirmed, in writing by the Company no later than February 15th.

15.07 (a) Where an employee is discharged for cause, the Company will pay outstanding vacation pay in the amount of four percent (4%) of gross earnings from the previous September 1st, less any amount of vacation pay previously paid. In all other terminations, outstanding vacation pay shall be based on the employee's entitlement set out in Section 15.03, on a pro rata basis, and less any amount of vacation pay previously paid. Where an employee has already received more vacation pay than that which would be payable under the above formula, the overpayment shall be deducted from their last pay. If insufficient amount exists in the employee's last pay, they shall be obligated to repay the overpayment.

15.07 (b) Where an employee is absent for any reason (which absence is unpaid by the Company) for a total of sixty (60) work days or more in any vacation year, the Company reserves the right to pro rate the vacation and vacation pay entitlements provided herein.

15.08 Employees whose paid vacation time off has been approved by the Company and who wish to apply to have the approved vacation period changed shall do so in writing at least two (2) weeks before the scheduled start date of the affected approved vacation period. The Company shall either approve or deny the application in writing within one (1) week following the date the application was received by the Company.

15.09 Any employee who is being laid off will be given the opportunity to request any vacation money equal to the time of being laid off. The vacation monies paid will not exceed the amount of vacation monies accrued at the time the request is made.
ARTICLE 16 - INJURY

16.01 Where an employee is injured at work during the performance of their duties and responsibilities, as a result of which they cannot complete the balance of their shift and have reported such injury to the Company, they shall be sent home and paid for the balance of their shift at their regular straight time hourly rate.

16.02 (a) If an employee is injured on the job, they must report the injury promptly to his/her Supervisor or designate and receive medical treatment that day.

16.02 (b) The Company will provide an employee with a completed copy of the WSIB Form #7 upon written request by the employee or the Union.

16.03 The Company and the Union agree that each has a legal responsibility to ensure that modified duties are provided to those employees that the Company has a legal duty to accommodate. The parties agree that, where possible, the design of such modified duties shall not result in a breach of the terms of the Collective Agreement. However, the parties further agree that where an incumbent's own position cannot readily be modified, the Company shall provide such duties and position as the Company deems appropriate.

ARTICLE 17 - BULLETIN BOARDS

17.01 The Union shall have reasonable access to bulletin boards throughout the premises of the Company for the posting of appropriate Union notices pertaining to matters relating to employees covered by the Collective Agreement. Copies of all notices shall be given to the Human Resources Manager prior to posting and the Company retains the right to approve any material posted herein.

ARTICLE 18 - ACCIDENT PREVENTION - HEALTH & SAFETY COMMITTEE

18.01 The Company shall continue to make reasonable provisions for the safety and health of its employees during their hours of employment and shall furnish necessary protective equipment and safety devices required by the applicable legislation.

18.02 The Company and the Union agree that they mutually desire to maintain standards of safety and health in order to prevent accidents, injury and illness.
18.03 Recognizing their responsibilities under the applicable legislation, the Union and the Company agree to accept up to (3) representatives from the bargaining unit, one of whom shall be a co-chairman of the committee. Such representatives shall have been selected or appointed by the bargaining unit employees.

18.04 Such Committee shall identify potential dangers and hazards, recommend means of improving health and safety programs and action to be taken to improve conditions relating to health and safety.

18.05 Meetings shall be held at least quarterly or more frequently at the call of the Chair, if required.

18.06 Any representative appointed or selected under Section 18.03 above shall serve for a term not to exceed (2) years from the date of their respective appointments. Time off for such representatives to attend Committee meetings, in accordance with the foregoing, shall be granted and representatives attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

18.07 The Company and Union representatives on the Committee will obtain the full co-operation of the membership in the observance of all safety rules and practices. The Union and Company are both committed to promote a healthy and safe environment in the workplace.

ARTICLE 19 - HOLIDAYS

19.01 Full-time employees shall be entitled to the following holidays with pay:

- New Year’s Day
- Good Friday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day
- A Floating Holiday

If the Federal or Provincial Government declares another statutory holiday, it shall replace the Floating Holiday mentioned above.

19.02 Full-time employees will be paid holiday pay computed on the basis of the number of hours the employee would otherwise have worked had there been no holiday, at the employee’s regular straight time hourly rate of pay.
19.03 In order to qualify for holiday pay, the employee must work the full scheduled hours of work on their work day immediately preceding and immediately following the holiday, unless excused by the Company or the employee was absent due to:

(a) regularly scheduled vacation;
(b) an employee's regularly scheduled day off;

19.04 In the event that any of the foregoing holidays falls on a Saturday or Sunday, with the exception of Canada Day, the Company agrees to schedule another day off, with pay, in lieu of the holidays set out above. In the case of Canada Day, it will be observed in accordance with applicable legislation.

19.05 Where an employee is required to perform work on one of the above mentioned holidays, they shall be paid time-and-one-half their regular straight time hourly rate for all hours worked, in addition to another day off with pay in lieu of the holiday as set out above.

19.06 (a) Where a holiday falls during an employee's scheduled vacation period their vacation shall be extended by one day.
(b) Where a holiday falls during any absence unpaid by the Company (including layoff), the employee will not receive holiday pay.
(c) Where a holiday falls while an employee is on sick leave, they shall not receive holiday pay but will continue to receive sick pay to which they are entitled.
(d) Statutory holiday pay for an employee who works immediately prior to or immediately after the statutory holiday, when starting or finishing an authorized leave of absence, will be paid pursuant to Company policy.

19.07 Float days are subject to approval and must be requested at least 24 hours in advance, unless an acceptable explanation is provided to the Company.

19.08 Part-time employees shall receive pay for holidays pursuant to company policy.

ARTICLE 20 - MATERNITY LEAVE

20.01 (a) Maternity leave shall be granted in accordance with the terms set out in the Employment Standards Act, S.O. 2000, c.9.
The said Employment Standards Act shall represent the minimum benefit. Improvements made to Employment Standards in Ontario during the life of this Agreement shall be improvements to this Agreement.

(b) Where a pregnant employee is unable to perform the duties of their position, as indicated in a doctor’s note, but wishes to continue working, the Company shall provide the employee with safe alternate work. Where requested by the Company, and in order to facilitate the provision of such modified work, the employee shall provide to the Company, in its normal form, a doctor’s assessment indicating those duties which the employee can and cannot perform, before such accommodation is made.

ARTICLE 21 - DISCIPLINE

21.01 The Company will provide the Union with a copy of any written discipline given to an employee within three (3) working days.

The Company and the Union acknowledge that the accepted principles of progressive discipline shall generally apply except in cases of gross misconduct.

An incident giving rise to a written notice of discipline shall not be used against any employee after twelve (12) months has passed from the date the notice was issued, at which point the notice will be removed from the employee’s file provided no other similar incident giving rise to a written discipline notice occurs within the same twelve (12) month period.

Written notices of discipline arising from similar incidents within the same twelve (12) month period as above, shall each stand against the employee for a period not to exceed eighteen (18) months from the date the last such notice was issued, at which point all of the related notices shall be removed from the employee’s file.
ARTICLE 22 - BENEFIT PLANS

22.01 It is agreed that the application of certain Company benefits relating to Health & Dental care; Associate Discount; Insurance Plans; Short Term Absence; Pension Plan; Canada Savings Bonds (Payroll Deduction Plan); and Long Term Disability shall continue to apply to eligible FT bargaining unit employees on the active payroll, in conformity with their general application throughout RSCL, including any improvements or reductions, from time to time during the currency of the Collective Agreement, and subject to the terms and conditions of the respective plans or policies. The application of such plans shall also be subject to the payment by eligible employees of their share of any premiums through payroll deduction.

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

22.03 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 23 - WAGES

23.01 The Company agrees to pay and the Union agrees to accept, during the term of the Agreement, the wage rates set out in Appendix C attached hereto.

23.02 For the purposes of calculating overtime or other premium pay, the regular straight-time hourly rate shall be the employee’s then current weekly salary divided by thirty-seven-and-one-half (37½), calculated to the nearest cent.

ARTICLE 24 - MISCELLANEOUS

24.01 The Company will provide and maintain a choice of either a vest or long sleeved coat for each Full-Time employee who normally works on the Shipping, Bunks, Receiving or Door 20 docks. In addition the Company will maintain a sufficient quantity of these garments for use by other employees, who may from time to time be required to work on these docks. The decision to purchase will involve both a management and Union member of the Joint Health and Safety Committee to ensure the garment is appropriate for its purpose. It is understood that these garments are for use while on the premises only, and must not be removed from the building.
ARTICLE 25 - DURATION

25.01 This Agreement shall continue in effect until the 31st day of March, 2010 and shall automatically continue in effect thereafter for annual periods of one year unless either party notifies the other, in writing, not less than sixty (60) days and not more than ninety (90) days, prior to the expiration date, of its desire to amend or terminate the Agreement. Should this agreement cease to operate and a renewal agreement not have been settled, the terms and conditions shall be deemed to continue only as necessary to meet legislative requirements.

25.02 If notice of amendment or termination is given by either party in accordance with 25.01 above, the parties agree to meet for the purpose of negotiations within fifteen (15) days following receipt of such notification, or such further period of time as may be agreed upon.

ARTICLE 26 - LAYOFF AND CLOSURE

26.01 (a) When the Company contemplates a layoff or closure of thirty-five (35) or more employees it shall contact the Union 8 weeks in advance of the proposed date of the layoff, or permanent closure, to establish an adjustment committee composed of two (2) management personnel and two (2) union appointed members.

26.01 (b) The Company agrees to pay all regular employees whose employment is terminated by the Company for other than cause, in accordance with Company policy the following:

- Less than one (1) completed year of service: according to Employment Standards requirements (if any)

- A year or more but less than five (5) completed years of service: one (1) week’s pay for each completed year of service

- More than five (5) completed years of service: five (5) weeks for the first 5 years of service plus one and one half (1.5) weeks per completed year of service for each subsequent year up to a maximum of thirty (30) weeks in total.
IN WITNESS WHEREOF each of the parties has caused this Agreement to be signed by its duly authorized representatives.

DATED AND EXECUTED at Toronto, Ontario, this 1st day of October, 20._

FOR RSCL DISTRIBUTION SERVICES, INC.
CANADA LOCAL 1993:

FOR UFCW

[Signatures]
APPENDIX A

Clock or Employee No. ____________________________________________
Name (please type) ____________________________________________

COMPANY NAME

AUTHORIZATION FOR DEDUCTION OF UNION DUES

LOCAL __________

In accordance with the provisions of the Collective Agreement in effect at the date hereto between the Company and the United Food and Commercial Workers, I hereby authorize the Company to deduct from my pay hereafter due to me each month such amount as may from time to time be certified by the Union to the Company as being the amount of Union dues currently payable in accord with the Collective Agreement.

DATED AT __________, __________
this ______ day of ________________, 20__

WITNESS __________________________  EMPLOYEE __________________________

Copy to: Employee File
Union President

33
APPENDIX B - SINGLE ARBITRATOR PROCEDURE

Where, pursuant to Section 7.16 or 7.10 of the Collective Agreement, the parties agree that any matter submitted by either of them to arbitration be dealt with by an arbitration board or single arbitrator, the parties shall agree to select the chairman from amongst arbitrators listed below. In the even the parties cannot reach agreement, the chairman will be selected from the list on a rotational basis.

The single arbitrators agreed to by the parties are:

E.E. Palmer
Gail Brent
Howard Brown

The mediators agreed to by the parties pursuant to 7.16(b) are:

Al Heritage
David Jaffe
### Appendix C

**Wage Rates Effective April 1, 2007**

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Wage Rates Effective April 1, 2008

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<td>Mat. Handler IV+</td>
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<td>Leadhand IV+</td>
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NOTES TO WAGE SCHEDULES

1. The foregoing represents the current rate structure applicable to bargaining unit employees and is not a limitation upon nor a guarantee of continuance of classifications. All rates shown are minimum rates.

2. Progression is normally based on actual hours worked, but the increments may be withheld based on issues relating to attendance, performance, etc.

3. Engineers and Maintenance, whose primary function is doing maintenance work, will be paid a tool allowance of $200. Cabinet Makers will be paid a tool allowance of $200. When an employee completes his probationary period they will be paid on a pro-rata basis for the remainder of the year. The Company will provide special tools for special projects; such tools will remain Company property.

4. (a) Lead Hand rates are shown as progressive or minimum and maximum and employees designated from time to time as Lead Hands may be paid at any rate between the minimum and maximum.

(b) When offering Lead Hand elevation, reimbursement will be at the Lead Hand rate which reflects the classification they are leading.

5. Regular full-time employees will be paid $85 in 2007, $90 in 2008, $90 in 2009 and Part time employees will be paid $60 in 2007, $65 in 2008 and $65 in 2009 for safety shoes upon completion of the probationary period through Company payroll direct deposit. Safety shoes purchased after ratification of the 1999 Collective Agreement must have C.S.A. Approval.

6. Overalls for Total Guard, Furniture Workshop, Engineers will be supplied and dry-cleaned at the Company’s expense.

7. Where a new job is established, the appropriate classifications and rates of pay shall be discussed between the Company and the Union. Failing agreement, the final rate will be determined in the next round of negotiations.

8. Part time Material Handlers can perform all material handler functions including driving powered equipment save and except for Swing Reach, Stand On Reach and signing receiving documents.
Letters of Understanding

Between

RSCL DISTRIBUTION SERVICES INC.
(hereinafter "the Company")

United Food & Commercial Workers Local 1993
(hereinafter "the Union")

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

1. **RE: TEMPORARY FACILITIES**

   From time to time the Company may lease or acquire new property as a temporary facility in order to facilitate the storage or processing of merchandise normally handled by EBTC.

   As in past practice whenever bargaining unit staff are assigned to such locations the Company will consider them still to be in the bargaining unit while on such assignment. All rights under the Collective Agreement will be in effect. Note that any positions assigned in these temporary buildings are also temporary and will normally be offered to the most senior qualified person in the regular department. If they do not accept the temporary position then we post the position.

2. **RE: TRAINING FOR POWERED MACHINERY**

   If a full time job becomes available, it will be posted. Where, in the opinion of the Company, the relative skill, ability and job efficiency of applicants are equal, the most senior full-time employee who applies for the job will be trained on the job on a 30 day probationary basis. Upon successful completion of the 30 day probation period, the employee will be confirmed in the job.

3. **RE: DISCUSSIONS WITH LEAD HAND**

   Discussions between an employee and Lead Hand will not be construed as disciplinary for purposes of progressive discipline except that it is understood that Lead Hands may give work direction. Reports made by a Lead Hand to his or her supervisor will not by themselves be used for disciplinary purposes.
4. RE: SECURITY OFFICERS

Security officers do not have the responsibility to direct any employee in the performance of their duties or to reprimand, discipline or discharge any employee except he or she may act to prevent loss or damage to Company assets.

5. RE: EXTERNAL COURSES

Executives, Supervisors and Regular FT Staff

The Company will pay 50% of the costs of job related (non-degree) night school courses etc., in which individual executives, supervisors, or regular staff enroll (course costs are defined as tuition and books). The course must be first approved by the region or department and considered to be a means of enhancing the individual's job skills.

There are certain specific courses for which the Company will pay 100% of the costs. These are the C.M.A. course (Certified Management Accounts) and the Human Resources and Industrial Relations Certificate course. Approval for attendance at these courses requires endorsement by:

- The Function head of the individual's department, and
- The Regional Human Resources Manager.

For the C.M.A. and Human Resources Course, where much of the cost is through registration fees, these shall also be paid.

Approved Night School Courses

a) Payment will follow receipt of evidence that the individual has attended the course and has satisfactorily completed the course of study. Payment shall be made on the basis of official receipts issued by the educational institute.

b) If approval for cost sharing is sought after a course is completed it will be approved only if:

- the course would have been approved had the proper authorizations been originally sought;
- there is satisfactory documentation that the course was attended and satisfactorily completed;
- the costs include just the covered items (tuition and books);
- the application for cost sharing is made within 6 months of course completion.
6. **RE: HOLIDAY PAY ON STATUTORY HOLIDAY**

For information and as forming a part of the collective agreement, we wish to note that:

The Company will provide statutory holiday pay to an eligible employee who has been absent on the day prior to or the day after a statutory holiday only if the employee has been absent due to illness and only if the employee provides the Company with a medical certificate to verify the reason for the absence.

7. **EMPLOYEE ADDRESSES, SIN AND PHONE NUMBERS FOR THE UNION**

The Company will forward to the Union, with its monthly dues list, a list indicating the address, SIN and phone number for each bargaining unit member on the dues list, for whom the Company has received from the Union, a form signed by the employee authorizing the release of said information.

The Company and the Union agree that the form to be received from the Union shall be as indicated below.

==========

Date: ________________

I, ________________, authorize the Company to provide the UFCW Local 1993 my address, SIN and phone number as currently on file with the Company

__________________________
EMPLOYEE SIGNATURE

__________________________
SIGNATURE

==========
8. **RE: MEDICAL CERTIFICATES AND APPOINTMENTS**

The following is the current practice at E.B.T.C.:

A medical certificate is required for all absences of five (5) days or over due to illness or disability. This is to be presented either on return to work (certifying that the employee is fit to return to work) or during the absence where there is an uncertainty about the duration of the absence or the extent of the disability. However, the Company reserves the right to request a medical certificate at anytime. Failure to submit a medical certificate may result in the suspension of sick benefits.

All attempts should be made to book medical appointments outside of scheduled work hours. Failing this a regular FT employee will be entitled to use up to two hours of their available STA time to attend a professional appointment within reasonable limits of frequency. Verification of appointments may be requested.

Further to the above, as in past practices, in dealing with WSIB repeat claims, the Company reserves the right to stop wage advances and refer the employee to deal directly with the Workplace Safety and Insurance Board on a one to one basis.

9. **RE: AUTHORIZATION FOR DEDUCTION OF UNION DUES**

It is agreed that, effective immediately, the form “Authorization for Deduction of Union Dues” shall be copied to the Union President within thirty (30) days of a new hire.

For the record.

10. **RE: FULL TIME PAYMENT FOR FIRST DAY SICK**

In the event that a Full-Time and Part-Time employee does not qualify to be paid for their first day sick, the Company is under no obligation to allow the employee to make up the lost hours.

11. **RE: ADVANCED PAYMENT OF WAGES**

The Company is not in the practice of advancing payment of wages. However, the Company may, at its discretion, issue pay advances for an employee in the event of a demonstrated emergency. It is understood that only wages earned will be advanced to the employee.
12. **RE: TEMPORARY FULFILLMENT OF MAINTENANCE POSITION**

From time to time, as required, the Company may, at its discretion, temporarily fill the maintenance position due to illness, vacation, etc. Should this need occur, the Company will select an employee for the position based on skill and technical qualifications. Should any of the employees within the bargaining unit have these qualifications, they should let the Human Resources Department know.

13. **RE: MILEAGE**

In accordance with the Company Travel policy, RSCL Distribution Services, Inc. will pay the current Company rate per kilometer for mileage on Company business.

14. **RE: PROTECTION FROM HARASSMENT**

1. All employees in the bargaining unit are covered and protected by the formal company Harassment Protection Policy, the basic principle of which states:

   "The Company's guiding philosophy is that every employee be respected as an individual and accorded understanding, courteous consideration, and fair treatment at all times."

2. Matters or incidents of harassment arising under this Policy will be treated with the strictest confidentiality, and the appropriate due process will be applied to investigate and quickly resolve the matter.

3. The Company and the Union may discuss and apply any such supplementary options for achieving resolution of these matters as both parties feel is mutually appropriate, providing they do not contravene or impede the company from addressing the issue through its own Policy, nor the Union or bargaining unit employees from utilizing the grievance procedure.

15. **RE: BARGAINING UNIT WORK**

Management will perform bargaining unit work for training purposes and during emergencies.

The performance of such work shall not cause a layoff.

It is agreed that non-bargaining unit truck drivers, delivering to the receiving department, are permitted to assist the assigned Material Handlers off-load their trucks. Should this occur, the truck drivers will place merchandise only within the designated area of no more than five (5) feet around the dock plate.
16. **RE: MODIFICATIONS TO THE WORKFORCE**

The Company and the Union agree to the following principles and guidelines for the ongoing administration of the overall workforce and compliment of Full-time employees:

1. The Company's stated objective is for a workforce of 50% FT and 50% PT. During this agreement, the parties agree to the objective of a workforce blend of 55% FT and 45% PT, measured by comparative payroll hours (inclusive of vacation and sick hours), on a building wide basis. The comparative blend will be reviewed on a semi-annual basis.

2. Ongoing, as any FT positions are vacated, realignment of the remaining FT compliment will be reviewed, and adjusted as required to address the specific needs of the business by department, by using the mechanisms set out in the collective agreement.

3. To address ongoing fluctuating requirements in the workforce, based on the needs of the business, the Company will hire and maintain a new group of PT employees classified as New MH PT.

4. The Company will continue to provide the Union with the total hours worked by both FT and PT employees monthly, by department.

5. Any PT employees awarded a FT position in future will be given seniority credit for their PT service based on the following criteria:
   
   50% of the career hours to date to a maximum of six (6) months

6. PT employees will be scheduled in accordance with a separate Letter of Understanding to read as letter 17 below.

7. Eliminate the classifications MH IV+ and Lead Hand IV+. All current MH IV+ and Lead Hand IV+ employees are to be grandfathered as individuals (not positions). List of grandfathered employees to be created but not included in the collective agreement.

17. **SCHEDULING OF PART-TIME HOURS**

The Company agrees to distribute available part time hours of work equitably among part time employees that provide unrestricted availability. Hours will be allocated based on skills, qualifications and seniority on a rotating basis at or about 22.5 hours per week. For the purposes of this agreement, unrestricted availability will be defined as being available for any shifts during the calendar week including weekends as required by the needs of the business.

Unrestricted employees will be offered hours of work to cover off for full time employees for the purposes of vacations, peak periods and illnesses before any other part time employees is offered such work.
Subsequent hours will be offered equitably among restricted part time employees on the basis of skills, qualifications and seniority.

All part time employees may be requested to work up to 7.5 hours per day or 37.5 hours per week exclusive of an unpaid meal break. In accordance with Letter of Understanding #16, part time hours up to 37.5 hours shall not give rise to creating full time positions.

Restricted part time employees shall be offered available hours of work before any agency workers are hired.

The Company requires one (1) month's notice before a part time employee can change their availability from restricted to unrestricted and vice versa, no more than once per year or when mutually agreed to by both parties.

18. MOVEMENT OF THE WORK

Should the Company reach a tentative decision to close the facility and move the work to the new Company facility, the Company agrees to notify the Union at least one (1) month prior to issuing notice of termination to any employees.

The Company will advise the Union of the reasons for the decision and agrees to meet and discuss any options that may exist including the possibility of negotiating different monetary provisions, hours of work provisions, and/or a modification of Recognition Article 1.01, into the Collective Agreement.

If such negotiations are unsuccessful employees will be given an opportunity to transfer to the new facility if it is operated by the Company, pursuant to their seniority, prior to new employees being hired, provided they have the necessary qualifications, skill and ability to perform the work, and sufficient numbers of jobs are available.

In the event the Company relocates to a new location within the City of Brampton the Company agrees, in keeping with past practice, to meet with the Union to discuss the transfer of bargaining rights as defined in the Scope clause (Article 1.01).

19. UNION EDUCATION FUND

The Company will contribute one (1) cent per hour to the UFCW Local 1993 Education Fund for every hour worked by each employee. Contribution to the fund will be made annually by the end of the contract year, March 31st, and such contributions will be forwarded to the UFCW Education Fund, 61 International Blvd, Rexdale, Ontario, M9W 6K4. In return the Union will provide the Building Manager a letter briefly summarizing what the funds were utilized for during the past year, within thirty (30) days of receipt of the funds from the Company.
20. **EARLY AND SAFE RETURN TO WORK AND JOINT LABOUR MANAGEMENT COMMITTEE**

The Company and the Union agree to jointly work towards the creation of an Early and Safe Return to Work process, and a Joint Labour Management Committee.

21. **RE: MH III & MHIV**

In the new combined department referenced in the new Article 12.04 a MH III who is being asked to do a MH IV job will be elevated to a MH IV’s wage rate in keeping with the provisions of the collective agreement.

22. **POWERED EQUIPMENT TRAINERS SCHEDULING**

The three (3) Powered Equipment Trainers will be scheduled to conduct training based on business needs on days, afternoons and some weekends on a rotational basis by seniority and will be paid a premium of $20.00 per week.

In the event one of the training roles becomes vacant, the Company will replace that position with qualified candidate. The Company will post a listing for any qualified employees to place their name on the listing (qualified employees means an employee who can operate all powered equipment, and has good communication skills). If the candidates are equally qualified the replacement will be chosen by seniority.

In the event that emergency training is required, the Company reserves the right to employ third party powered equipment trainers.

23. **OVERTIME DURING LAYOFFS**

It is understood that the need may arise for overtime due to emergency or unforeseen circumstances when full-time employees are laid off. In these cases the Company will notify the Union and such overtime will be distributed as per the collective agreement.

24. **AGENCY DUES**

When temporary agency personnel work a total of 100 or more hours in a month collectively, the Company will pay to the Union $20.00 for each agency employee that has worked during that month.
For Letters of Understanding 1 through 24.

Dated at Toronto, Ontario this 15th day of October, 2007

For the Union: [Signature]

For the Company: [Signature]

COPE 343
MONETARY SUMMARY

1. Wages & Duration

MHIV+
- 3%    Effective April 1, 2007
- 3%    Effective April 1, 2008
- 3%    Effective April 1, 2009

NON MHIV+
- 2.8%  Effective April 1, 2007
- 2.5%  Effective April 1, 2008
- 2.5%  Effective April 1, 2009