

# COLLECTIVE AGREEMENT

BETWEEN:

LOEB CANADA INC.

c.o.b. as LOEB LINCOLN HEIGHTS

Hereinafter referred to as the "Company"

AND

CAW CANADA

.LOCAL414

Hereinafter referred to as the "Union"

EFFECTIVE FROM: April 11, 2001

EFFECTIVE TO: April 10, 2007

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## **Table of Contents**

Article 1: Purpose	4
Article 2: Recognition	4
Article 3 : Union Security and Check-Off	4
Article 4: Grievance Procedure	5
Article 5: Union Representation	7
Article 6.01: Management Rights	8
Article 7: Seniority	8
Article 8: Loss of Seniority	9
Article 9: Leave of Absence	10
Article 10: General Working Conditions	11
Article 11 : Hours of Work and Overtime	12
Article 12: Vacations	14
Article 13: Paid Holidays	15
Article 14: Health and Welfare	15
Article 15: No Discrimination	15
Article 16: Pregnancy and Parental Leave	16
Article 17: Bereavement Pay	16
Article 18: Part-time Employees	16
Article 19: Jury Duty	17
Article 20: Pay Day	17

<b>Article 21: Wages</b>	<b>17</b>
<b>Article 22: No Strikes - No Lockouts</b>	<b>17</b>
<b>Article 23: Store <del>Work</del></b>	<b>17</b>
<b>Article 24: Duration of Agreement</b>	<b>18</b>
<b>Appendix "A"</b>	<b>19</b>
<b>Appendix "B"</b>	<b>21</b>
<b>Appendix "C"</b>	<b>23</b>
<b>Memorandum of Agreement</b>	<b>27</b>

WITNESSETH that the parties hereto agree as follows:

## Article 1: Purpose

- 1.01 This Agreement is entered into by the parties in order to provide for orderly collective bargaining relations between the Company and those employees who come within the bargaining unit.
- 1.02 It is the desire of all parties to this Agreement to cooperate in maintaining a harmonious relationship between the Company and its employees, and to provide an amicable method of settling differences of grievances having to do with the interpretation or alleged violation of this Agreement.

## Article 2: Recognition

- 2.01 The Company recognizes the Union as the sole and exclusive bargaining agent with respect to rates of pay, hours of work and all other conditions of employment for all employees of Loeb Canada Inc. c.o.b. as LOEB Lincoln Heights, in the City of Ottawa, save and except team leaders, those above the rank of team leaders, office, clerical staff, receivers and *management trainee (to a maximum of one)*.

## Article 3: Union Security and Check-Off

- 3.01 The parties agree that all employees covered hereunder shall, as a condition of their employment, become and remain members of the Local Union in good standing in accordance with the By-LAWS and constitutions of the Union.
- 3.02 Any new employee hired after the signing of this agreement shall, prior to the completion of his probationary period, make application for membership in the Union and shall become and remain, a member of the Union in good standing as a condition of his continued employment with the Company.
- 3.03 The Company shall deduct the Local Union Initiation Fees and the weekly regular union dues and special assessments in the amount and manner specified by the Union By-Laws and Constitutions from each pay cheque due to each employee covered by this Agreement and remit such monies so deducted to the Union presently located at 6800 Campobello Road, Mississauga, Ontario, L5N 2L8, on or before the 15th day of the month following the month in which such deductions have been made. The Company will at the same time submit a list of the employees from whose pay such deductions have been made.

The Union shall indemnify and save harmless the Company from any and all claims, or causes of action arising out of, or in any way connected with the collection of such dues.

*The Company agrees to provide to the Union two (2) times per year when requested a listing of the employees from whose pay such deduction are made. This list shall include names, status (FT or PT), new hire, S.I.N., sex and rate of pay.*

- 3.04 In the event that any employee who is required to obtain and maintain membership in good standing in the Union, is denied membership or is suspended or expelled from the Union so that under the terms of this Agreement such employee may not continue to be employed, the Union shall send to the Employer, a statement of the reasons for the action being taken in refusing membership or suspending or expelling that person from the Union.
- 3.05 The Union agrees that, in taking such action against any employee, it shall neither act in a discriminatory manner or refuse membership or impose expulsion or suspension for any reasons contrary to its Constitution or Local Union By-Laws.
- 3.06 It shall be the Company's responsibility to show on each employee's Annual T-4 slip, the full amount of Union dues paid by such employee during the previous calendar year.
- 3.07 The Union and/or the employees covered by this Agreement will not engage in Union activities during working hours or hold meetings at any time on the premises of the company without the permission of the owners.

#### **Article 4: Grievance Procedure**

- 4.01 The Company agrees that the full-time and part-time employees covered by this Collective Agreement have the right to representation by a Grievance Committee of not more than two (2) members as may be appointed by the Union. This committee shall have the right to confer with the Company on any grievance having to do with the interpretation, application or alleged violation of this Agreement.

No individual member of group of employees shall undertake to represent the Local Union at meetings with Management without proper authorization from the Local Union.

There shall be an earnest effort by both parties to settle all grievances and disputes without undue delay; the procedure which shall govern the handling of such grievances and disputes between the Company and the Union shall be as follows:

**Step One:** Any employee subject to this Collective Agreement believing he/she has been unjustly dealt with or that any of the provisions of this Agreement have not been complied with shall, within seven (7) working days, with a union steward, take up the grievance verbally with his immediate supervisor in an effort to effect a settlement.

If the employee does not receive a satisfactory settlement, the Grievance Committee shall present the grievance in writing to the employee's immediate supervisor within two (2) working days. At such meetings full-time representative(s) of the Union shall be present if they so desire.

**Step Two:** The grievance shall then be discussed with the owner or his designate and the employee's immediate supervisor, the employee concerned, the Grievance Committee and the National Representative if requested by either party. If the grievance is not settled it shall be referred to Step No. 3 within two (2) working days.

**Step Three:** A final meeting to attempt settlement to resolve the grievance shall then take place between the committee, the employee concerned, the owner or his designate and a National Representative of the Union, who may be called in at the request of either party. In the event a representative is called in, the owner or his designate may request the presence of an outside representative as well.

If the grievance is not then settled, either party may refer the grievance to arbitration within a period of seven (7) working days, following receipt of the answer from the Company following the Step 3 meeting, which shall be given to the Area Office of the Union in writing.

**4.02** A complaint or grievance arising directly between the Company and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated under Step No. 3.

**4.03** Arbitration: Any difference arising directly between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable may be submitted to arbitration.

(a) When either party requests that a grievance be submitted to arbitration, they shall make such in writing, addressed to the other party to this Agreement, and at the same time nominate three (3) arbitrators. Within seven (7) days thereafter, the other party shall nominate three (3) arbitrators.

If none of the suggested arbitrators is suitable to both parties then the Minister of Labour for the Province of Ontario shall be requested to appoint one.

(b) The Company and the Union agree to equally share the expenses of the arbitrator.

(c) No matter may be submitted to arbitration, which has not been properly carried through all previous steps of the grievance procedure.

(d) The decision of the arbitrator shall be final and binding upon the parties.

- (e) No arbitrator shall have the authority to render any decision which in any way modifies, changes or amends any part of **this** Agreement.
- (f) Notwithstanding anything contained in **this** Collective Agreement either Party may request the Minister of Labour for Ontario, pursuant to Section 46 of the Labour Relations **Act**, to refer a grievance to a single arbitrator. .
- (g) The time limits mentioned in Article 4 may be extended by mutual agreement between the parties. If either party fails to answer any grievance within the time limits the **grieving** party may move the grievance to the next stage **and** so on until final settlement is reached.

## **Article 5: Union Representation**

- 5.01 (a) In order to provide an orderly procedure for the servicing of grievances **and** disputes hereunder, the Union will appoint four **(4)** stewards whose duty shall be to assist full-time and part-time employees in presenting their grievances to the designated representatives of the Company, in accordance with the grievance procedure. The Union will notify the Company in Writing of the names of the stewards, before the Company shall be required to recognize **them**.
- (b) The Union Bargaining Committee shall be comprised of three (3) bargaining unit employee representatives along with full-time staff representatives of the Union.

The Union Bargaining Committee shall upon one week's notice, in writing, be allowed off work one (1) day, without pay, in the month preceding the month in which the contract expires, and one (1) further day without pay following ratification of a 'Memorandum of Settlement, except Fridays and Saturdays.

- 5.02 The members of the Union Committee shall suffer no loss of regular wages for time spent while attending grievance or negotiations meetings with the Company during regular **working hours** or conferring with employees over grievances during regular **working hours**.
- 5.03 A Union Steward, or in his absence another Union member chosen by the employee **concerned**, shall be present when any member of the bargaining unit is reprimanded, suspended or discharged. Provided that in circumstances where immediate discharge is necessary and warranted and no Union steward is available then the Company may proceed with such reprimand, discharge or suspension and shall so notify a Union Steward as soon **as** practical.

5.04 Disciplinary notices shall be removed from employees' files after twelve (12) months provided no other disciplinary notices have been received during **this** twelve month period.

5.05 The Company recognizes the right of Union Staff Representatives to enter the premises to confer with employees, but **such** representatives will notify the owner or his designate **on** entering and shall make every reasonable effort not to disrupt normal store routine.

## Article 6.01 : Management Rights

6.01 The Union acknowledges the right of the Company to manage and operate its business in **all** respects, to direct the working force and to establish and maintain reasonable rules and regulations.

6.02 The Union acknowledges **further** that it is the function of the Company to hire, promote, demote, transfer and lay-off employees for just and sufficient cause. Any exercise of these **rights** in conflict or inconsistent with the provisions of the grievance procedure set forth in Article 4.

## Article 7: Seniority

7.01 Seniority means the relative ranking of employees **as** determined by their respective length of service within **the** bargaining unit.

It is agreed that seniority shall govern in matters of promotion, job postings, demotions due to staff reductions, lay-offs, and recall after lay-off in accordance with length of continuous employment provided the senior employee has the ability and qualifications to perform the work in a competent manner.

(a) There shall be a probationary period for each new employee of ninety (90) days, **after** which, and only upon successful completion, the employee shall be placed on the seniority list dating back to the original date of hire. During **this** probationary period, **an** employee may be terminated from employment and no grievance may be entered on **his** behalf.

(b) In the event of a lay-off, the junior employee shall be the first laid off.

7.02 In filling vacancies and new positions, the Company will recognize the principle of seniority where the senior employee **has** the ability and qualifications to perform the job in a competent **manner**.

When there is a vacancy, the Company shall cause to be posted for a period of not less **than** three (3) days on its bulletin board, **a** request for applications for said vacancy or vacancies, **and** applications shall be in writing in duplicate, one copy to be turned into the Company and one to the Steward. The senior employee applying for the vacancy shall be appointed to fill same subject to his ability **and** qualifications to perform the job in a competent manner; provided, however, that the company may temporarily fill the vacancy until such appointment is made, but for no longer than thirty (30) days unless agreed upon by the Company and the Union Committee. The second vacancy that becomes vacant **after** the first vacancy has been filled shall also be posted **as** provided for above. No employee shall be entitled to exercise **seniority rights** under **this** provision on more than **two** occasions in **any** twelve month period. If **within sixty**



(60) days the employee **has** proven not satisfactory in the position to which has been transferred or **if** the *employee wants to return to part-time*, he shall be returned to his previous position.

7.03 **Seniority** lists showing each employee's seniority date shall be posted by the Company on the main bulletin board for a minimum of ten (10) working days. **within two (2) months** after the execution of **this** Agreement. These lists shall be brought up-to-date at least every **six (6)** months and shall be available for scrutiny in **their** respective departments by all employees therein, and a copy of each seniority list shall be furnished to the Union Office, Employees shall have the right to dispute their seniority date through the grievance procedure within ten (10) days following the initial posting of the seniority list, **and** thereafter the employee's seniority date shall be deemed to be correct.

## Article B: Loss of Seniority

- 8.01 An employee shall lose all seniority and employment shall be terminated if he:
- (a) voluntarily quits the employ of the Company.
  - (b) is justifiably discharged.
  - (c) fails to return seven (7) days after he **has been** notified by the Company by registered **mail**, in the event of returning after a lay-off. If an employee informs the Company of his intention to return to work, but is unable to **report** on the date and at a time specified due to reasons beyond his control, his name may be left on the seniority list at the discretion of the Company.
  - (d) he **has** been laid off for a period of time equal to his seniority to a **maximum period** of twelve **(12)** consecutive months.
  - (e) is absent without leave or reasonable excuse for three (3) continuous working days.
- 8.02 It shall be the duty of the employees to notify the Company promptly of any change of their address. If an employee should fail to do **this**; the Company will not be responsible for failure of a notice to reach such employee.
- 8.03 An employee shall not lose any seniority because of absence due to sickness, accident or other unavoidable reason.
- 8.04 If **an** employee finds that he is unable to report for work, he will **notify his** superior at work, he will notify his superior at work one (1) hour before the start of his shift, or **as soon** thereafter **as** possible.

## Article 9: Leave of Absence

9.01 The Company will grant leave of absences without pay to a delegated **union** member or members to attend at Union Conventions or Conferences, it being agreed the request to be in writing by the Union, **and** in selecting the member or members, the **Union** will make every effort to avoid affecting the production of the Company and that the leave **so** requested will be kept to a minimum, Any request for leave of absence shall be answered in writing within seven

(7) days.

9.02 The Company may grant leave of absence to employees for a legitimate personal reason.

9.03 Any or all leaves of absence will be subject to the following conditions.

- (a) Request for leave of absence will be made in writing to the Company and must set forth clearly the reason and durations; the reply of the Company to be in writing.
- (b) Leave of absence will be for a maximum of four (4) calendar months, if the employee is to return to his regular job on termination of the leave. An extension for a further three (3) calendar months may be applied for and may be granted on the understanding that the employee will be entitled, on the termination of his leave, only to any available job if his previously held position has been satisfactorily filled during his absence.
- (c) Leave of absence will not affect an employee's sentence except that, where an employee works elsewhere while on leave of absence without written permission of the Company such an employee will lose all seniority and employment will be terminated.
- (d) If an employee overstays his leave of absence, he will be presumed to have severed his employment with the Company, unless he can give an explanation satisfactory to the Company for his inability to return to work upon the expiry of his leave of absence.

## Article 10: General Working Conditions

10.01 Any employee wishing to leave the employ of the Employer shall give the Employer notice of one (1) week, The Employer shall give notice in accordance with the Employment Standards Act, as amend from time to time, to any employee having seniority who is to be laid off.

10.02 The Company agrees that in the case of dismissal or suspension in which an employee is proven innocent through the grievance procedure, then the said employee shall be compensated to the amount of wages and benefits lost since the dismissal or suspension or for any amount of part of wages and benefits as agreed between the parties to this Agreement.

10.03 A Union Steward and the Union Area Office shall be notified at the time of dismissal of any employee or upon the abolition of any job or operation. In the event of the absence of the Union Steward, the Company shall notify him as soon as practical.

10.04 Notice Board The Company will provide notice boards for the Union's exclusive use where the Union have the right to post notices or meetings or such other official Union notices as may be required, provided all such notices have the prior approval of the Owner or his designate. For postings all notices shall be signed on behalf of the Union by one of the following persons: The president of Local 414, a local union representative or a representative of the International Union.

10.05 Temporary Assignment: Where an employee is assigned temporarily to perform work in a regular classification paying a lower rate than his own, he shall be paid his regular rate unless the temporary transfer is at his own request or as an alternative to his being laid off.

10.06 **During** each week where **an** employee is assigned to perform **work** on a **higher** rated classification, he shall receive **the** rate of the **higher** classification at the level which represents **an** increase over his regular rate after he has completed more **than** eight (8) hours in the week. Upon working in excess of eight (8) hours, the payment will be retroactive to the commencement of the work during that week.

10.07 First Aid and Lunchroom Facilities: The Company will provide suitable first aid facilities and a lunchroom for the use of employees. The Company also agrees to provide a properly secured area in which the employees may keep their personal effects while on duty.

10.08 *Wearing Apparel:*

*The Company agrees to provide to employees working an average of twenty (20) hours or more a week with two (2) uniforms.*

*The Company agrees to provide employees working an average of less than twenty (20) hours a week with one (1) uniform.*

*These articles shall be replaced by the Company when needed due to normal wear in the store. Any additional articles may be purchased by the employee at cost price.*

*The Company shall decide what the uniform is comprised of.*

*Employees in the meat department and **fish** department will be provided with laundered lab coats on a weekly basis. Bakery clerks will be provided with laundered aprons. Lab coats will also be supplied to full-time dairy/frozen clerks, but this does not include the night crew. The Company also agrees to supply jackets and rain coats for carry out and receiving employees.*

10.09 *Safety:*

*A joint Health & Safety Committee shall be formed of at least two (2) representatives of the Company and at least two (2) employees appointed by the Union. The names of the members of this Committee shall be posted on the bulletin board.*

*This Committee shall meet in accordance with the Occupational Health & Safety Act or more frequently if necessary. This Committee shall be set up and operated at the Company's expense.*

*The Health & Safety Committee shall:*

- (a) make recommendations to the Company to promote industrial safety, health and hygiene;*
- (b) study monthly accident reports and make recommendations for the prevention of similar accidents;*
- (c) make recommendations concerning training and information programs;*

- (d) make workplace inspections in accordance to the Occupational Health & Safety Act;
- (e) prepare a report of every meeting and inspection, copies of which are available at all times to interested parties;
- (f) the Committee may review all accident reports and the Committee will make recommendation to the Company to prevent **such** accidents in the future;
- (g) the Company will advise the Committee of each work accident in accordance with the Occupational Health & Safety Act;
- (h) the Company shall inform every employee of the risks associated with his work;
- (i) a thorough inspection shall be conducted by **two (2)** Committee members once a month and the necessary time shall be allowed;
- (j) the Health & Safety Committee shall meet every month except for the month of December.

**10.10** The Company and the Union shall maintain a working environment which permits an employee to develop and pursue opportunity free from harassment on the basis of National origin, colour, race, ~~sex~~, age, religion or disability.

Harassment includes but may not be limited to the following:

- (a) ethnic, racial, sexual, religious or any kind of slurs;
- (b) jokes of a racial, sexual, religious or ethnic nature or jokes aimed at a person's age or disability;
- (c) verbal, graphic, physical, or **other** offensive conduct relating to a person's race, **national** origin, sex, colour, religion, disability or age;
- (d) verbal harassment means intimidation, degrading or slander **of** an employee in the workplace.

Sexual harassment includes but is not limited to:

- (a) unwanted sexual attention **of** a persistent or abusive nature made by a person who knows or ought to reasonably **to** know that such attention **is** unwanted;
- (b) implied or expressed promise of reward for complying with sexually oriented request;
- (c) implied or expressed threat or reprisals in the form of either actual reprisals or the denial or opportunity for refusal to comply with a sexually oriented request; or
- (d) sexually oriented remarks and behaviors which may reasonably be perceived to create a negative or psychological and emotional environment for work and study.

All employees are responsible for enduring an environment free from harassment.

Upon receipt ~~from~~ a bargaining unit employee, the steward with the employee's approval **will** be notified, without loss of benefits and wages to investigate the complaint. All complaints will be thoroughly investigated, documented and treated in strict confidence.

## Article 11 : Hours of Work and Overtime

- 11.01 This Article is intended to define the normal hours of work and shall not be **construed** as a guarantee of hours of work per day or per week or of days of work per week.
- 11.02 (a) The normal work week for all full-time employees covered by **this** Agreement shall consist of forty **(40)** hours per week and shall be worked on the basis of five **(5)** shifts of eight (8) hours each.
- (b) Overtime at the rate of time and a half shall be paid for all hours worked in excess of eight (8) hours in a day and forty **(40)** in a week.
- (c) In a **week** where a holiday occurs, the eight hours of the paid holiday will be considered **as** time worked in calculating overtime.
- (d) Full-time employees shall not be requested to work more than two (2) evenings per week except in emergency circumstances. It is understood that the two (2) evenings shall not be consecutive unless by mutual agreement between the employee concerned and the company.
- (e) If any full-time employee is called out to work for any reason, other than his regular **shift**, he shall be paid a minimum of four **(4)** hours pay at the regular rate.
- (f) If an employee reports for work on his regular shift and **was** not told on the previous day not to report, and there is not work available, he shall be paid a **minimum** of four **(4)** hours' pay at **his** regular rate.
- 11.03 There shall be no split shifts **except** by mutual agreement between the employee concerned **and** the Company.
- 11.04 Sunday work is strictly voluntary. Employees shall be paid their regular hourly rate of pay plus a premium of one dollar and sixty cents (\$1.60) for each hour of worked on Sunday for customer shopping. For greater clarity, work performed for customer shopping includes hours worked up to three (3) hours prior to store opening and one half (1/2) hour *after* store closing. **This** premium shall not apply to regularly scheduled night **shift** work on Sunday. Work on Sunday shall not be **construed** as a sixth (6th) or seventh **(7th)** shift for the purpose of **this** Article.
- Any time worked on the employees sixth (6th) or seventh (7th) **shift** in any normal work week shall be paid for at time and one-half (1/2) of **an** employees normal hourly rate of pay, **with** a guarantee of not less than four **(4)** hours work on such day that they are so required to work.
- 11.08 There shall be two **(2)** paid fifteen (15) minute rest periods for each eight (8) hour **shift** and a one (1) hour unpaid lunch. There shall also be a fifteen **(15)** minute rest break for any **shift** over eight (8) hours in length subject to a ten hour minimum shift for the purposes of such further rest periods.
- 11.06 Employees shall observe their breaks **as** near the midpoint of each half-shift **as** possible:
- (a) The regular work schedule for all employees will be posted by 5:00 p.m. on Thursday of each

week for the following week.

- (b) There will be no changes in the posted work schedule except in circumstances beyond the control of the company.
- (c) A copy of the schedule will be made available to the steward upon **their** request.

**11.07** *The Company agrees that all full-time employees who desire **two (2)** days off will be given a Saturday/Sunday or Sunday/Monday off every four week period, whenever possible, as long as the Company can maintain a sufficient workforce for the proper operation of the business.*

**11.08** *Night crew:*

- a) *an employee who works on the night crew shall receive a shift premium of \$0.90 per hour for the hours worked on the night shift. For the purposes of any statutory holiday pay, vacation pay, sick pay or weekly indemnity benefits to which such an employee may be entitled in a week during which he is scheduled to work on the night crew, his hourly rate shall be deemed to include the premium aforesaid*
- b) *The night shift shall commence not earlier than 10:00 p.m. and shall conclude not later than 9:00 am, except Sunday which shall not commence before 12:00 midnight, All night shift shall include a **one-half (1/2)** hour unpaid meal period.*
- c) *For the Saturday night into Sunday morning night shift, this shift shall remain voluntary and shall attract the Sunday premium for all hours worked after midnight Saturday night,*

## Article 12: Vacations

**12.01** The Company will grant, as of April 1st in any one (1) year, by way of vacations, to those employees who have been employed previous to April 30th for:

- (a) less than one (1) year, as per Employment Standards Act.
- (b) one (1) year or more, two (2) weeks with pay based on four percent (4%) of **their** regular rate of pay.
- (c) five (5) years or more, three (3) weeks with pay based on six percent (6%) of **their** regular rate of pay.
- (d) nine (9) years or more, four (4) weeks with pay based on eight percent (8%) of their regular rate of pay.
- (e) twenty (20) years or more, five (5) weeks with pay based on their regular rate of pay at ten

percent (10%) of the regular rate of pay. *This fifth week's entitlement will be achieved after 16 years instead of 20 years, as of the 3<sup>rd</sup> year of this agreement (April 2003).*

- 12.02 Choice of vacation dates will be on a departmental seniority basis by classification, provided Management can maintain a sufficient working force to handle the work available.
- 12.03 Employees may only take two (2) weeks vacation at a time unless **the** Company agrees otherwise. Vacations shall be, scheduled between the period of January **9<sup>th</sup>** to November 30th of each year.
- 12.04 Should a paid holiday fall during an employee's vacation period, he shall receive one additional day of vacation to be taken at a time mutually agreeable to the employee and ~~the~~ Company.

### Article 13: Paid Holidays

- 13.01 The following days shall be granted ~~off~~ with pay to **all** employees.
  - New Year's Day                      **Labour Day**
  - Good Friday                              **Thanksgiving Day**
  - Victoria Day                              Christmas Day
  - Canada Day                              Boxing Day
  - "August Civic Holiday

*\* an employee working on the Civic Holiday will be paid at his regular rate of pay and will be credited with an additional floater to be taken at a mutually agreed to time.*

- 13.02 In order to be paid for any of the above holidays an employee must work on their last scheduled ~~shift~~ immediately before the holiday and their first scheduled ~~shift~~ immediately **after** the holiday, except for absences due to verified illness or injury or authorized absences **under this** Collective Agreement.
- 13.03 All employees will be paid a regular day's pay for the above holidays whether they work or not, and employees required to work shall be paid time and one-half (1 1/2) for all hours worked on such paid holidays. If the above holiday falls on **an** employee's day ~~off~~ he will be **granted an** alternate day ~~off with~~ pay to **be** taken at a time mutually agreeable to the employee **and** the Company,
- 13.04 The Employer shall provide one (1) float day to each employee to be scheduled **and** taken at a mutually convenient time for the Employer and employee. **This** day ~~off~~ is not to be considered a statutory holiday and **as** such does not **attract** any premium pay.

### Article 14: Health and Welfare

- 14.01 The Company agrees to pay for Health and Welfare Benefits **as** outlined in Appendix "**B**" which shall form part of **this** Collective Agreement.

## Article 15: No Discrimination

- 15.01 Neither the Employer nor the **Union** shall discriminate against employees on the grounds enumerated in the Human Rights Code, **as** amended **from** time to time, or the Labour Relations Act, as amended from time to time.
- 15.02 This does not preclude the Company from retiring employees at age 65 or over.
- 15.03 In this Agreement unless otherwise indicated by the context, the plural shall include the singular and the masculine the feminine and vice versa.

## Article 16: Pregnancy and Parental Leave

- 16.01 Employees shall be entitled to **an** unpaid pregnancy **and** parental leave without interruption of seniority **as** per the Employment Standards Act of the Province of Ontario.

## Article 17: Bereavement Pay

- 17.01 It is agreed that in case of death in **an** employee's immediate family, that is, parents, wife, husband, child, brother or sister of the employee, the employee shall be granted up to a maximum of five **(5)** days leave of absence with pay for justifiable absence. In the case of the death of **an** employee's sister-in-law, brother-in-law, mother-in-law, father-in-law, grandparent or grandchild, the employee shall be one day's leave of absence with pay, for justifiable absence. Where an employee requires **further** time **off** for compassionate reasons, the Employer may **grant** such time **off** without pay up to **a** maximum of five **(5)** days.

## Article 18: Part-time Employees

- 18.01 A part-time employee is **an** employee who is normally employed for not more than twenty-four **(24)** hours per week. All part-time employees shall not work more than **twenty-four (24)** hours per week except when relieving for leave of absence amongst full-time employees, vacations, sickness, accident, or during the school vacation period, maternity leave or short term promotions.
- 18.02 In all cases of promotion to full-time employment **and** temporary replacement of absent full-time employees, **part-time** employee shall have preference in accordance with **the** bargaining Unit seniority provided that **the** employee is available and has the ability and qualifications to **perform** the normal requirements of the available work.
- 18.03 **when a** part-time employee is scheduled or called in to work on any day, he shall be guaranteed at least four **(4)** hours work for that day **unless** there are less than four (4) hours available **from** the time he reports until the store closes.
- 18.04 Part-time employees will not be **used** to the extent of displacing **a** full-time employee in the operation of **the** store or to prevent the hiring of **a** full-time employee.



## Article 19: Jury Duty

- 19.01 When an employee is called to serve on a jury, or when subpoenaed to appear as a Crown witness, the Company shall pay the difference between the fee received from the Crown and the employees regular weekly wage rate. Part-time employees shall be compensated in the same manner but only for days on which they would normally be scheduled to work.

## Article 20: Pay Day

- 20.01 Employees will be paid every Thursday morning for work performed during the previous week unless a holiday occurs during the week, in which case the pays may not be ready until Friday.

## Article 21 : Wages

- 21.01 The wage schedule shall be as set out in Appendix "A" hereto, which forms part of this Collective Agreement.
- 21.02 *The Union cannot prevent the Company from hiring a new full-time or part-time employee at a higher rate of pay than the start rate.*

## Article 22: No Strikes .No Lockouts

- 22.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this Agreement, there will be no strikes, picketing, slowdown or stoppage of work either completed or partial, and the Company agrees that there will be no lockout.

## Article 23: Store Work

- 23.01 *The Company agrees that persons who are not members of the bargaining unit, other than those listed in Article 2.01 (a), will not perform bargaining unit work, except during re-opening of a refurbished store.*
- In the case of a renovation or relines, there will be no restrictions for work to be performed by suppliers, sales representatives and third party companies.*
- It is to be understood that at all time, without any restrictions, the persons who are not members of the bargaining unit as listed in Article 2.01 (a) can perform bargaining unit work*
- 23.02 *The Company representatives (Regional Director, Marketing, Specialists) can perform functions related to their duties in the store.*
- 23.03 *No supplier/sales representatives (or their representatives) shall perform any routine store work except chip suppliers, bread suppliers, cake suppliers, magazines, soft drink suppliers, bulk, imported foods, non-food suppliers, spices and dairy products. If any supplier is to be added to the list of exceptions, the Company and the Union agree to meet to discuss the issue.*

*The routine work also includes verifying codes and removing products with expired dates from shelves,*

**23.04** *In the case of sampling and demonstrations, suppliers or sales representatives are allowed to manipulate products on the shelves and to distribute samples.*



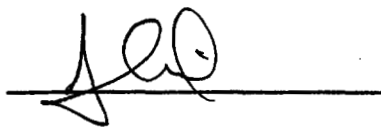
*Suppliers or sales representatives are allowed to put together displays.*

**Article 24: Duration of Agreement**


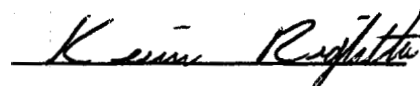
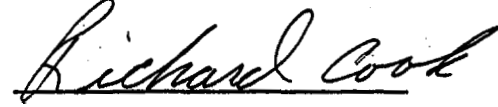
24.01 This Agreement, except as otherwise expressly stated, shall become effective **April 11, 2001**, and **shall remain in effect until April 10, 2007**, and shall continue in force **from** year to year thereafter, unless either party serves written notice **on** the other party by registered **mail** within **sixty** (60) days and not less **than** **thirty** (30) days prior to **the** expiry date of its intention to **modify** the Agreement, All conditions of **this** Agreement are to remain in effect **until** negotiations are completed and/or conciliation proceedings are exhausted.

Dated at Ottawa this 24<sup>th</sup> day of October, 2002.

**FOR THE COMPANY**

  
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**FOR THE UNION**

  
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## FULL-TIME WAGE SCALES

*See attached scales*

### General:

**During** the term of this Collective Agreement, any new job and/or classification to be covered under the terms of this Collective Agreement shall be posted. The parties agree to meet within **thirty** (30) days to determine the appropriate rate of pay for such classification. Should **the** parties not be able to agree, such question may be submitted to Arbitration, by either party.

When new types of equipment **are** introduced or technological changes made, appropriate hourly rates **shall** be matters for negotiations between the Company **and** the **Union**. If the parties fail to agree on such hourly rates, the matter may be referred to arbitration by either party. Pending the decision of the Arbitrator, such new rates shall be implemented.

**A-2** The Employer reserves the right to appoint any employee to act **as** a Coordinator, **when** the Employer determines that a Coordinator is required. The employee so selected shall receive a premium of **seventy-five cents (\$ .75)** per hour when such employee works a full **shift as a** Coordinator.

**A-3** Employees working on the night crew shall receive a premium of **ninety cents (\$ .90)** per hour effective April 11, 1998.

### *Assistant Department Managers*

*An employee who is selected by the Company to fill the role **of** an Assistant Department Manager shall receive a premium **of forty (\$40)** dollars per week. For the purposes **of** any Statutory Holiday Pay and Vacation Pay to which such an employee may be entitled in a week which he is scheduled to work **as** an Assistant Department Manager, his hourly rate shall be deemed to include the premium aforesaid*

***In his** functions, and Assistant Department Manager is required to supervise the personnel in **his** department and also assign the workload to those employees. The Assistant Department Manager is also required to support the Department Manager with the administrative duties and must be available **to** replace the manager during his absences. The choice of vacation between the manager and the assistant must be mutually agreed to. The schedule can be **modified for** the assistant department manager outside the prescribed delays under Article 11.06 (a).*

*Also, any full-time employee who replaces a Department Manager shall receive a premium **of** one dollar (\$1.00) per hour to a maximum **of forty** dollars (\$40.00) per week*

**-Paid Educational Leave:**

*The Company agrees to paying a ~~lump-sum~~ amount of \$250 at the beginning of each year of the Collective Agreement to the Union for cost sharing of the printing of the Collective Agreement.*

**LOEB LINCOLN HEIGHTS  
WAGE SCALES**

**\*\* REVISED FEB 19, 2002, NEW ASSISTANT DELI MANAGER SCALE**

**Full-Time Employees**

	<b>Jan 2002</b>	<b>Apr 2002</b>	<b>Apr 2003</b>	<b>Apr 2004</b>	<b>Apr 2005</b>	<b>Apr 2006</b>
<b>Clerks, Cashiers, Wrappers</b>						
Start	\$ 10.80	\$ 10.80	\$ 10.80	\$ 11.02	\$ 11.02	\$ 11.02
6 months	\$ 11.37	\$ 11.37	\$ 11.37	\$ 11.60	\$ 11.60	\$ 11.60
12 months	\$ 12.22	\$ 12.22	\$ 12.22	\$ 12.46	\$ 12.46	\$ 12.46
18 months	\$ 13.08	\$ 13.08	\$ 13.08	\$ 13.34	\$ 13.34	\$ 13.34
24 months	\$ 13.38	\$ 13.38	\$ 13.38	\$ 13.65	\$ 13.65	\$ 13.65
30 months	\$ 13.65	\$ 13.65	\$ 13.65	\$ 13.92	\$ 13.92	\$ 13.92
36 months	—	\$ 13.92	\$ 14.20	\$ 14.48	\$ 14.81	\$ 15.18
<b>Meat Cutters</b>						
Start	\$ 15.35	\$ 15.35	\$ 15.35	\$ 15.66	\$ 15.66	\$ 15.66
6 months	\$ 15.92	\$ 15.92	\$ 15.92	\$ 16.24	\$ 16.24	\$ 16.24
12 months	\$ 16.49	\$ 16.49	\$ 16.49	\$ 16.82	\$ 16.82	\$ 16.82
18 months	\$ 17.06	\$ 17.06	\$ 17.06	\$ 17.40	\$ 17.40	\$ 17.40
24 months	\$ 17.28	\$ 17.28	\$ 17.28	\$ 17.63	\$ 17.63	\$ 17.63
30 months	\$ 17.63	\$ 17.63	\$ 17.63	\$ 17.98	\$ 17.98	\$ 17.98
36 months	—	\$ 17.98	\$ 18.34	\$ 18.71	\$ 19.13	\$ 19.61
<b>Assistant Meat Manager</b>						
Start	\$ 17.06	\$ 17.06	\$ 17.06	\$ 17.40	\$ 17.40	\$ 17.40
6 months	\$ 17.63	\$ 17.63	\$ 17.63	\$ 17.98	\$ 17.98	\$ 17.98
12 months	\$ 17.84	\$ 17.84	\$ 17.84	\$ 18.20	\$ 18.20	\$ 18.20
18 months	\$ 18.20	\$ 18.20	\$ 18.20	\$ 18.56	\$ 18.56	\$ 18.56
24 months	—	\$ 18.56	\$ 18.93	\$ 19.31	\$ 19.74	\$ 20.24
<b>Assistant Deli Manager</b>						
Start	\$ 12.22	\$ 12.22	\$ 12.22	\$ 12.46	\$ 12.46	\$ 12.46
6 months	\$ 13.08	\$ 13.08	\$ 13.08	\$ 13.34	\$ 13.34	\$ 13.34
12 months	\$ 13.38	\$ 13.38	\$ 13.38	\$ 13.65	\$ 13.65	\$ 13.65
18 months	\$ 13.65	\$ 13.65	\$ 13.65	\$ 13.92	\$ 13.92	\$ 13.92
24 months	—	\$ 13.92	\$ 14.20	\$ 14.48	\$ 14.81	\$ 15.18

## Appendix "B"

### Health and Welfare

The following benefits shall apply to all full-time employees who have successfully completed three (3) months of service or to part-time employees with twelve (12) months service and who average 22 hours of work per week. These benefits are subject to the terms and conditions of the insurance contract. If there are any discrepancies between what is listed in this Agreement and the insurance contract; the later will apply. The cost of these benefits shall be fully paid by the Company unless otherwise stated. This new plan shall come in effect on April 1, 2002.

#### (A) Paid Sick Leave

The Company agrees to provide all full-time employees forty (40) hours per year for sick leave. Any unused sick leave will be paid to the employees on or about December 15<sup>th</sup> of the following year. Employees with less than one (1) year of service shall receive sick leave on a pro-rata basis.

#### (B) Life Insurance

The Company provides a life insurance amount of one (1) time the employee's basic annual earnings, rounded to the next multiple of \$1,000. For part-time employees, the amount payable is \$12,500.

#### (C) Accidental Death and Dismemberment Benefit

One time the employee's basic annual earnings, rounded up to the next multiple of \$1,000. For part-time employees, the amount payable is \$12,500.

#### (D) Short-term disability (not applicable to part-time employees)

Weekly indemnity which provides a benefit of 66 2/3% of an employee's basic earnings to a maximum of \$450 per week commencing on the first day in the case of hospitalization or accident, on the 8<sup>th</sup> calendar day of continuous total disability if sickness for a maximum period of twenty-six (26) weeks.

#### (E) Long-term disability (not applicable to part-time employees)

Monthly indemnity which provides a benefit of 66 2/3% of an employee's basic earnings to a maximum of \$2,000 per month commencing after twenty-six (26) weeks of continuous total disability for a maximum period of up to age 65.

#### (F) Extended Health Care (individual coverage for part-time employees)

Hospitalization in Canada: semi-private room without deductible and without any limit as to the number of days.

Medical expenses (reimbursement): annual deductible of \$25 for individual or family coverage. The covered expenses are reimbursed at 80% for drugs or all other expenses. The maximum amount reimbursed, per covered person, for expenses incurred in Canada is unlimited.

Medical expenses (covered expenses): professional services of a chiropractor, occupational therapist,

• naturopath, speech therapist, osteopath, psychologist, physiotherapist or podiatrist, limited to one (1) visit per day, up to a maximum of \$300 per calendar year per specialist.

(G) Employee assistance program

Confidential and professional consultation services by licensed psychologists. Assistance will be available for both personal and professional problems and will be limited to five (5) visits per year.

(H) Dental plan (individual coverage for part-time employees)

Plan provides ~~for~~ the reimbursement of expenses ~~for~~ preventive and basic treatments. No deductible. Reimbursement at 100% for preventive. 75% ~~for~~ basic treatments to a maximum ~~of~~ \$1,000 per year per covered person.

(I) Doctor's certificate

The Company reserves the right to require a doctor's certificate from employees. If such certificate is required, the employee must be notified before ~~his/her~~ return. The Company agrees to pay for the medical certificate if an employee is required to have a medical examination by the Company's doctor.

(J) Optical plan not applicable to part-time employees

\$150 payable in a ~~two~~ (2) year period to each full-time employee, plus dependants.

(K) Pension plan (not applicable to Part-time employees)

The full-time employee and employer shall contribute each 2% of the employee's basic earnings in the Pension Plan for Support and Unionized Employees ~~of~~ Metro ~~Inc.~~ This plan is to go in effect April 1, 2002. The current plan shall remain in place until the new plan goes into effect.



## Appendix "C" Part-time Employees

### Article 1: Scope

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

1.02 The following Articles and/or clauses of the full-time agreement shall also apply to part-time employees.

- Articles: 1, 2, 3, 4, 5, 6, 8, 9, 15, 16, 18, 19, 20, 22, 24
- Clauses: 10.02, 10.03, 10.04, 10.07, 10.08, 10.09, **11.04**, 11.06

### Article 2: Bargaining Seniority

2.01 There shall be a probationary period of **forty-five (45) shifts** worked for each new employee after which the employee shall be placed on the seniority list dating back to the original date of hire. During this probationary period the employee may be terminated from employment and no grievance may be entered on his behalf.

2.02 Part-time employees shall be hired to full-time positions on the basis of **their** seniority within the bargaining unit in the matter of available full-time employment provided the senior employee **has** the ability **and** qualifications to perform the normal requirements of the job in a competent **manner,**

2.03 A part-time employee **who** becomes a full-time employee will not be required to serve the full-time probationary period and will be given seniority credit of fifty percent (**50%**) of his part-time seniority to a maximum credit of one year. **Such credit shall apply to seniority, vacation, statutory holidays and sick days.**

2.04 A part-time employee who becomes full-time shall be placed on the full-time **salary** scale at the level which gives him **an** increase and shall progress upward thereafter in accordance with the time frames.

2.05 Preference for the **number** of weekly hours up to twenty-four (24) hours per week shall be given in accordance with the part-time employee's availability and seniority **standing** subject to the employee having the qualifications to perform the **normal** requirements of the available work.

2.06 Part-time employees will receive preference on the basis of their seniority within this bargaining unit in the matter of lay-off and recall provided the senior employee **has** the ability **and** the qualifications to perform the **normal** requirements of **this** job in a competent manner. Part-time employees **who** are laid off shall retain their **rights** for recall for a period not exceeding **three** (3) months,

2.07 Notwithstanding Article 2.05 of **this** Appendix "C", part-time employees who become available during the summer and school vacations may not claim day hours worked by regular part-time employees who are available and work throughout the year.

### Article 3: Bereavement Leave

3.01 It is agreed that in the case of death of **an** employee's parent, spouse, child, brother or sister, the employee shall be granted a **maximum** of three (3) days leave of absence with pay for the justifiable absence and one (1) day leave of absence with pay in the case of death of **an** employee's mother-in-law, father-in-law, brother-in-law, sister-in-law or grandparent. It is understood that **this** paid leave will only apply to days on which the employee was **scheduled** to work.

### Article 4: Statutory Holidays,

4.01 Employees will be paid statutory holiday pay in accordance with the Employment Standards Act, subject to the following qualifying criteria:

- (a) **an** employee is employed for at least three (3) months);
- (b) an employee **has** earned wages on at least twelve (12) days during **the four (4)** weeks immediately preceding the public holiday;
- (c) an employee **has** worked **his** or her scheduled regular day of work preceding and **his** or her scheduled regular day of work following **the** public holiday;
- (d) **an** employee **has** agreed to work on a public holiday **and** who with reasonable cause **fails to** report for and perform the work; or
- (e) **an** employee is not employed under an arrangement whereby the employee may elect to work or not when requested to **do so**.

Employees shall also be **entitled** to one (1) float day per calendar year to be taken at a mutually agreed to time with a **minimum** of seven (7) days notice. *A part-time employee working on the Civic Holiday (August) shall be paid at his regular rate of pay and will be credited with an additional floater to be taken at a mutually agreed to time.*

## Article 5: Vacations

5.01 Employees shall receive vacation pay based on four percent (4%) of their earnings for the previous vacation year.

Employees with one (1) year or more of seniority shall be entitled to two (2) weeks off during the vacation period. Employees with more than five (5) years seniority will receive vacation pay based on six percent (6%) of their earnings for the previous vacation year and shall be entitled to three (3) weeks off during the vacation period.

## Article 6: Part-Time Employee Wages

6.01 Part-time employees shall observe a fifteen (15) minute break as near the midpoint of each shift as possible.

Part-time employees working [a shift] in excess of six (6) hours shall receive two fifteen (15) minute breaks.

Part-time employees working a shift of four (4) hours shall receive one (1) fifteen (15) minute break.

Part-time employees working a shift of seven (7) hours shall receive two (2) fifteen (15) minute breaks and a half ( $\frac{1}{2}$ ) hour lunch or supper.

Part-time employees working a shift of eight (8) hours shall receive two (2) fifteen (15) minute breaks and a one (1) hour lunch or supper.

6.02 The Employer reserves the right to appoint any employee to act as a Coordinator, when the Employer determines that a Coordinator is required, The employee so selected shall receive a premium of seventy-five cents (\$.75) per hour when such employee works a full shift as a Coordinator.

6.03 A new part-time employee shall a minimum weekly availability to be able to work all day Saturday and also two (2) evenings per week to maintain his employment at the store.

6.04 Increased to both Full-time and Part-time scales are as follows:

*Yr 1, 2% to all rates*

**Yr 2, 2% to end rates only**

*Yr 3, 2% to end rates only*

**Yr 4, 2% to all rates**

*Yr 5, 2.25% to end rates only*

*Yr 6, 2.5% to end rates only*

*Scales for Year 1 to be effective January 6, 2002 (retro from April 2001 to January 2002 to be covered by a lump-sum amount)*

*A lump-sum (retro) will be paid out within four (4) weeks after ratification for Year 1 only, as follows:  
\$700 for all full-time employees*

*Part-time employees working an average of 24 hours per week or more, \$500*  
*Part-time employees working between 18 to 23 hours per week average, \$350*  
*Part-time employees working less than 18 hours average per week, \$300*

*This lump-sum is only applicable in Year 1 and covers the retro from April 2001 to January 2002. The average hours worked per week will be based on hours worked in the last 6 months.*

**LOEB LINCOLN HEIGHTS  
WAGE SCALES**

**Part-Time Employees**

	<u>Jan 2002</u>	<u>Apr 2002</u>	<u>Apr 2003</u>	<u>Apr 2004</u>	<u>Apr 2005</u>	<u>Apr 2006</u>
<b>Clerks</b>						
Start	\$ 7.47	\$ 7.47	\$ 7.47	\$ 7.62	\$ 7.62	\$ 7.62
6 months	\$ 7.75	\$ 7.75	\$ 7.75	\$ 7.91	\$ 7.91	\$ 7.91
12 months	\$ 8.03	\$ 8.03	\$ 8.03	\$ 8.19	\$ 8.19	\$ 8.19
18 months	\$ 8.60	\$ 8.60	\$ 8.60	\$ 8.77	\$ 8.77	\$ 8.77
24 months	\$ 8.89	\$ 8.89	\$ 8.89	\$ 9.07	\$ 9.07	\$ 9.07
30 months	\$ 9.18	\$ 9.18	\$ 9.18	\$ 9.36	\$ 9.36	\$ 9.36
36 months	\$ 9.28	\$ 9.28	\$ 9.28	\$ 9.47	\$ 9.47	\$ 9.47
42 months	\$ 9.47	\$ 9.47	\$ 9.47	\$ 9.66	\$ 9.66	\$ 9.66
48 months	—	\$ 9.66	\$ 9.85	\$ 10.05	\$ 10.27	\$ 10.53

**Front End Service**

<i>Start</i>	\$ 7.17	\$ 7.17	\$ 7.17	\$ 7.31	\$ 7.31	\$ 7.31
6 months	\$ 7.47	\$ 7.47	\$ 7.47	\$ 7.62	\$ 7.62	\$ 7.62
12 months	\$ 7.75	\$ 7.75	\$ 7.75	\$ 7.91	\$ 7.91	\$ 7.91
18 months	\$ 8.03	\$ 8.03	\$ 8.03	\$ 8.19	\$ 8.19	\$ 8.19
24 months	\$ 8.16	\$ 8.16	\$ 8.16	\$ 8.32	\$ 8.32	\$ 8.32
30 months	\$ 8.32	\$ 8.32	\$ 8.32	\$ 8.49	\$ 8.49	\$ 8.49
36 months		\$ 8.49	\$ 8.66	\$ 8.83	\$ 9.03	\$ 9.26

**Meat Cutters**

<b>Start</b>	\$ 13.21	\$ 13.21	\$ 13.21	\$ 13.47	\$ 13.47	\$ 13.47
6 months	\$ 14.35	\$ 14.35	\$ 14.35	\$ 14.64	\$ 14.64	\$ 14.64
12 months	\$ 14.64	\$ 14.64	\$ 14.64	\$ 14.93	\$ 14.93	\$ 14.93
18 months	\$ 14.93	\$ 14.93	\$ 14.93	\$ 15.23	\$ 15.23	\$ 15.23
24 months	—	\$ 15.23	\$ 15.54	\$ 15.85	\$ 16.21	\$ 16.61

**Memorandum of Agreement  
Between**

**LOEB CANADA INC.**

**c.o.b. as Loeb Lincoln Heights**

**and**

**CAW CANADA**

**SUNDAY AND STATUTORY HOLIDAYS**

*In the event that Sunday is legislated to become a regular work day, both parties agree that Article 11.04 will be deleted and that those hours will be part of the regular work week. For all existing employees at the date of ratification, Sunday work shall remain voluntary. For any new hires after the date of ratification, Sunday shall become part of their regular work week. If there is an insufficient number of new hires to work on Sunday as required by the Company, then the Company will be able to schedule by reverse order of seniority, by status (full-time or part-time), by classification, by department the existing employees at the date of ratification.*

*In the event that stores are allowed to legally open on a statutory holiday without premium pay, both parties agree to amend the Collective Agreement to reflect that employees who are scheduled to work on such a day will be paid at his regular rate of pay and will be credited with a floater day.*

**Dated at Ottawa, on October 24, 2002.**

**FOR THE UNION**



**FOR THE COMPANY**

