

COLLECTIVE AGREEMENT

BETWEEN

JUN 21 2001

RONA WAREHOUSE
(hereinafter referred to as the "Company")

AND

TEAMSTERS LOCAL UNION 91
(hereinafter referred to as the "Union")

EFFECTIVE FROM: January 1, 2001
TO: December 31, 2003

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ARTICLE 1 - PURPOSE OF THE AGREEMENT

- 1.01 The present agreement has been negotiated with a view to establishing harmonious labour relations between the parties herein.
- 1.02 This Agreement is based upon a management philosophy where efficiency, service, participation, respect and entrepreneurship are encouraged and enhanced amongst the employees working for the Company. The parties agree to establish labour conditions for the well-being of employees by respecting the foregoing principles and the provisions of the present Agreement.
- 1.03 Moreover, it is acknowledge that the Company operates in a very competitive market and the parties agree to put their efforts in helping the Company to achieve its objectives within these market constraints.
- 1.04 Finally, through this agreement the parties intend to establish peaceful procedures for the resolution of problems which might from time to time occur during the term of the agreement.

ARTICLE 2 - RECOGNITION

- 2.01** *The Company recognizes Teamsters Union Local 91 as the sole collective bargaining agent for all employees of RONA WAREHOUSE in the City of Nepean, save and except supervisors and persons above the rank of supervisor, full-time **employees in the kitchen** department who are on commission, office & clerical staff and security guards.*

*For clarity: office and clerical staff include the following **classifications**: payroll **clerk**; receivable account clerk; head cashiers; special order clerk; prime contractor (commercial division); inventory clerk; training coordinator and computer department employees.*

- 2.02** *Suppliers will not perform manual work that is normally performed by employees within the bargaining unit, but will be free to perform the promotion, lay-out or facing operations for their product.*
- 2.03 (a) Regular employees are those employees who normally work forty (40) hours per week and who have successfully completed the probationary period.
- (b) Part-time employees are those employees who have indicated to the Company that they are available to work at any time and who usually work more than twenty (20) hours but less than forty (40) hours per week.
- (c) Occasional (casual) employees are persons who give the Company limited availability and who usually work less than twenty (20) hours per week or are hired for predetermined periods as a replacement for absent employees.

ARTICLE 3 --UNION SECURITY

3.01 *Every employee* must, as a condition of his employment, remain a member of the Union during the duration of the present Collective Agreement.

Any new employee hired after the date of ratification of the present Collective Agreement **will** have to join and remain a member of the Union during the life of the present Collective Agreement.

3.02 New employees shall make application for membership in the Union on cards supplied by the Local Union at the time of their hiring and shall become and remain member of the Union in good standing as a condition of employment as soon as their probationary period as been served. The application for membership cards will be forwarded to the Union by the Company with the dues payment.

3.03 The Company shall deduct from all employee's weekly pay and hold in trust, an amount certified to the Company by the Union from time to time. *Deductions* to commence upon hiring.

3.04 The Company shall remit the money referred to in Article 3.03 hereof to the Union by the tenth (10th) day of the month following the month in which the deductions were made and the Company will at the time of making each remittance to the Union, specify the employees from whose pay such deductions were made.

3.05 It shall be the responsibility of the Union to advise the Company of the name of **the employees** who signed a withdrawal card so that deductions would not be made during his/her period of legitimate absence. The Union agrees to indemnify and save the Company harmless against claims that may arise out of, or by reason of, deductions made or payments made in accordance with this article

3.06 Receipts for Union dues will be shown on T-4 slips.

3.07 *The Company agrees to deduct \$0.50 for an honourable withdrawal card from the last pay due an employee in any given month when he is laid off, discharged, off on Health and Welfare, or WSIB and send it to the Union along with the employee's regular monthly dues.*

3.08 *Notwithstanding the above should an error occur and the \$0.50 is not taken off the employee's last cheque, neither the Company nor the Union accept any responsibility for the error. It is the responsibility of the member himself to check his last cheque and see if the \$0.50 has been deducted and if due to an error it has not been, to personally apply for his own withdrawal card directly to the Union office.*

ARTICLE 4 UNION REPRESENTATION

4.01 The Company acknowledges the right of the Union to elect or appoint up to a maximum of five (5) Stewards for the entire store of which no more than one (1) will be from the same department, of which one (1) will be the Chief Steward, to assist the employees with the presentation of their grievances. The Chief Steward will normally deal on matters which are to be brought to the Employer's attention.

In all cases, the Stewards must have at least **six (6) months** of seniority.

4.02 The Union will inform the Company, in writing, of the name of the Stewards and any subsequent change in the name of the Stewards. The Company shall not be asked to recognize any Steward until such notification from the Union has been received.

4.03 (a) The Company will recognize a Union bargaining committee for the purpose of negotiating this Agreement and the renewal of this Agreement, provided the employees on the committee have acquired seniority.

(b) The bargaining committee shall consist of two (2) employees.

(c) During the negotiations for the renewal of the present agreement, the Company will grant leave to a maximum of two (2) employees covered by the present collective agreement so that they may participate in the negotiations between the parties. Leaves will be granted without reduction of pay.

4.04 The Union may select one (1) additional employee, from a different department, as member of this committee, in which case the Company will grant him/her leave of absence without pay while attending such negotiations.

4.05 (a) VERBAL WARNING

Before including a written disciplinary warning in an employee's file, the parties agree that the Company must verbally advise the employee. **One copy of the verbal warning will be given to the Steward and one copy will be forwarded to the Union office.** The employee must take such verbal warning seriously and adjust his/her behaviour if he/she wishes not to aggravate his/her situation.

(b) WRITTEN WARNING

Upon remitting a written disciplinary warning to an employee, the Company sends a copy of the warning to the Union. A Steward **will** be present at that time **but will leave if requested by the employee.**

(c) SUSPENSION

In the case of a disciplinary suspension, the employee must be advised in writing by the Company of his/her suspension, of the dates on which the suspension begins and ends, and of the grounds upon which the Company based its decision. **A Steward will be present at that time.** A copy of the suspension notice will be given to the Steward and a copy will be sent to the Union.

(d) DISMISSAL

When the Company decides to dismiss an employee, the Company must remit to the employee a written notice indicating the grounds upon which the Company based its decision. **A Steward will be present at that time.** A copy will be given to the Steward and a copy will be sent to the Union.

- 4.06 A full-time representative of the Union shall be entitled to visit the Employer's premises to deal with matters arising out of the administration of this Agreement, provided he/she notifies the Manager or his/hers designate upon arrival, and he/she does not interfere with the Employer's business operations.
- 4.07 Upon a request presented seven (7) days in advance, the Union may obtain leave without pay for two (2) members from different departments for a maximum of three (3) consecutive days in order to allow these members to participate in Union activities clearly identified in the leave request. The number of members for whom such leave may be obtained is a maximum of two (2) at the same time and the total amount of leave days in one calendar year is twelve (12) days.

ARTICLE 5 - RESERVATIONS TO MANAGEMENT

- 5.01 The Union recognizes the right of the Company to direct its working force, to hire, lay off, discipline, discharge for just cause, promote, demote and transfer any employee and to manage its business in all respects in accordance with its obligations, subject to the specific provisions of this Agreement. The Company shall also have the right to create and apply policies in procedures established for the business and to promote, if need be, new working methods.
- 5.02 The above clause shall not deprive an employee with seniority of the right to exercise the Grievance Procedure as outlined in this Agreement.
- 5.03 The Union recognizes that any matter which is not specifically dealt with by the present Agreement remains a prerogative and exclusive right of management.
- 5.04 The parties agree that each party to this Collective Agreement may file a grievance in accordance with Article 6.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.01 A grievance shall consist of a dispute concerning the interpretation and application of any clause in this Agreement. There shall be an earnest effort on the part of both parties to settle such grievances promptly through the following steps.

6.02 (a) FIRST STEP

Any employee who has a problem concerning the interpretation and application of any clause in this Agreement must try to resolve it with his/hers immediate superior, accompanied by his/hers Union Steward if he/she so wishes, before filing a written grievance.

(b) SECOND STEP

When the employee is not satisfied with the answer obtained from his/hers immediate superior, when no answer was given within ten (10) days or when the grievance must be lodged directly in writing, the employee or the Steward must file the written grievance with the Human Resources Director within fifteen (15) days of the occurrence of the event which gave rise to the grievance. The Company then has fifteen (15) days to provide a written response.

(c) THIRD STEP

If the grievor is not satisfied with the answer or if no answer is provided within the prescribed time limit, the Steward must submit the grievance to the general manager within ten (10) days of the reception of the answer set out in article 6.03 or the last date upon which the answer was to be given. The general manager then has ten (10) days to provide a written response.

6.03 ARBITRATION NOTICE

The Union or the Company may elect to submit to arbitration a grievance which has not been resolved through the grievance procedure.

In order to be valid, the party who wishes to submit a grievance to arbitration must inform the other party within twenty-eight (28) days of the reception of the final answer given in the context of the grievance procedure or of the date on which that answer was to be given.

6.04 A grievance concerning a disciplinary measure as well as any other grievance lodged by the Union or the Company is lodged directly in writing at the second step.

6.05 MANDATORY TIME LIMIT

The time limits mentioned in the present Article and in the arbitration procedure are mandatory and are calculated in terms of calendar days and can be modified only by mutual agreement between the parties.

6.06 CORRESPONDENCE

Any correspondence between the parties concerning the grievance and arbitration procedure must be made by registered mail, certified mail, special delivery, fax or hand delivery with proper acknowledgement of receipt by the party.

6.07 APPOINTMENT

The parties then have twenty-one (21) days to reach an agreement as to the choice of an arbitrator. Failing such an agreement, an official request for designation must be filed with the Ministry of Labour within the following twenty-one (21) days.

Notwithstanding the above, either party will have the right to refer a grievance to expedited arbitration in accordance with the Ontario Labour Relations Act.

6.08 JURISDICTION

In rendering a decision, the arbitrator cannot, under any circumstances, modify, add any provision or make a finding contrary to the terms and conditions of the present agreement. The arbitrator must render a decision within thirty (30) days of the end of the hearings.

6.09 In the case of a disciplinary measure, the arbitrator has jurisdiction to either confirm, amend or set it aside the discipline imposed.

6.10 AWARD

The arbitrator's decision is final and binding upon the Company, the Union and the employee(s).

6.11 COSTS

The costs and fees of the arbitrator are equally divided between the Company and the Union.

6.12 All monetary grievances that are mutually agreed upon shall be paid the following pay period provided at least five (5) days exist between the settlement and the following pay period.

6.13 No person shall be appointed as an arbitrator who has been involved in any matter concerning the industrial relations, or who has acted as a paid agent, attorney or solicitor for either party.

6.14 In order to be arbitrable, a grievance must have been submitted through the grievance and arbitration procedure in the manner and within the time limits prescribed by the present Agreement.

ARTICLE 7 - DISCIPLINARY MEASURES

7.01 (a) It is recognized that the imposition of disciplinary measures is a matter falling within the exclusive authority of the Company.

- (b) The parties to the agreement recognize the principle of progressive discipline in the case of disciplinary measures.
- (c) However, any serious fault can be immediately sanctioned by a disciplinary measure, up to and including dismissal.

7.02 (a) SENDING OF DISCIPLINARY NOTICES

The employee must sign a document wherein he/she acknowledges receipt of the above-mentioned notices; however, such acknowledgement does not amount to acceptance of the disciplinary measure. A copy of such document will be given to the employee, one copy will be given to the Steward **and one copy will be sent to the Union office.**

- (b) The sending of written notice must be made either through a legally recognized means of transmission or through a messenger service or during the course of a meeting with the employee involved.

7.03 An employee having complete his/hers probationary period may, upon making an appointment two (2) working days in advance, review his/hers personal file in the presence of a representative of the Company.

7.04 In all cases concerning disciplinary measures, the burden of proof is on the Company.

7.05 Any notation of a reprimand or other disciplinary action placed on an employee's record shall be nullified after a period of twelve (12) months **and will be removed from his file.**

7.06 **All penalties and reprimands must be issued to the employee within fifteen (15) working days from the time the infraction became known to the Company with a copy to the Local Union.**

7.07 It shall be the duty of employees to notify the Company, in writing, within forty-eight (48) hours of any change in their address and telephone number. If an employee should fail to do this, the Company will not be responsible for failure of a notice to reach such employee. The Company will provide change of address forms. The Company will send a copy of such changes to the Union on a monthly basis.

ARTICLE 8 - STRIKES & LOCKOUTS

8.01 During the term of this Agreement, there shall be no lockout by the Company or any strike, sit-down, work stoppage, or suspension of work either complete or partial for any reason by the employee.

ARTICLE 9 - SENIORITY
9.01 (a) SENIORITY OF THE REGULAR EMPLOYEE

For the purposes of this agreement, the seniority of an employee shall be the length of continuous and uninterrupted service, except as provided for in this agreement, since the last date of hire of the employee within the bargaining unit.

(b) SENIORITY OF PART-TIME OR OCCASIONAL (CASUAL) EMPLOYEE

For the purpose of this agreement, the seniority of a part-time or occasional (casual) employee means the number of hours the said employee has effectively worked since the last date of hire of the employee within the bargaining unit.

9.02 A regular employee's seniority shall continue to accumulate on each occasion that he/she is absent because of illness, injury or approved absences.

9.03 (a) To acquire seniority rights an employee must have completed a probationary period of ***four hundred and eighty (480) hours actually worked or six (6) months, whichever comes first. The employee will receive a formal review after two hundred and forty hours (240) or three (3) months, whichever comes first.*** Once ~~this~~ probationary period is completed, the employee acquires seniority rights retroactively to the **date of the** commencement of his/her employment.

(b) During the probationary period, unless another provision in the agreement otherwise specifically provides, the employees benefit from all rights provided for in the agreement.

The Company may terminate any employee who has not completed his/her probationary period and such termination is not subject to the grievance and arbitration procedure.

9.04 LOSS OF SENIORITY AND JOB LOSS

Any employee shall lose his/her seniority rights and his/her employment in any of the following cases:

- (a) He resigns from his/her employment;
- (b) He is terminated for just cause and is not reinstated pursuant to the grievance procedure as provided for in this Agreement;
- (c) Following a lay-off, he/she fails to show up to work three (3) working days after having received a notice mailed to his/her last known address;
- (d) ***If he/she is /aid-off for a period exceeding nine (9) months;***

- (e) If **he/she** is absent from work for three (3) consecutive working days or more without having informed the Company or without providing reasonable grounds to justify such absence;
- (f) if he is unable to work for more than **twenty-four (24)** consecutive months by reason of a personal accident or disease, work accident or professional disease and **also** provided that the Company has not been given **a prognosis** for return to work;
- (g) If the employee cannot meet the minimum availability required by his/her status.

9.05 SENIORITY LIST

During the months of March and September of each year, the Company shall posts a seniority list of all employees and shall remit a copy to the Union. The Union and each employee then have fifteen (15) working days to request that Company corrects errors appearing on the seniority list. Once this delay has expired and until a new list comes into force, the list becomes official for the purposes of the present agreement.

The list forwarded to the Union **Business Representative, to be held in strict confidence at the Union Office**, will include the employee's name, address, telephone number, starting date, classification **and the employee's current rate of pay**.

9.06 EQUAL SENIORITY

During a job posting or in the case of a lay-off, if two (2) or more employees have the same seniority, the order of seniority will be established in accordance with the number of hours worked.

- 9.07 The **seniority** of all employees appears on one of the three (3) seniority lists depending on their status as a regular, part-time or occasional (casual) employees.
- 9.08 In the case of a conflict between a regular employee, a part-time employee and a occasional (casual) employee, priority is always given to the rights of the regular employee over those of the part-time or occasional (casual) employees.
- 9.09 If a situation of conflict arises between a part-time employee and an occasional (casual) employee, priority **is** always given to the rights of the part-time employee over those of the occasional (casual) employee.
- 9.10 The seniority of regular employees, part-time employees and occasional (casual) employees only applies **between** them within their category, the whole in accordance with the lists established pursuant to Article 9.07.

- 9.11 When an employee changes status (regular, part-time or occasional (casual)), he/she retains a credit for the hours worked under his/hers former status and continues to accumulate hours. The employee who acquires regular employee status sees the hours he/she worked divided by 2080 hours per year or proportionally so that his/hers seniority date as a regular employee may be retroactively established. (Year = 2080 hours, 6 months = 1040 hours)

ARTICLE 10 - POSTING AND WORK ASSIGNMENT

- 10.01 Whenever the Company decides to fill a position within the Bargaining Unit which has become permanently vacant or which has just been created, the Company shall post the position for seven (7) consecutive calendar days **and will give a copy of the posting to the Chief Steward.**

10.02 POSTING PROCEDURE

The position will be granted to the candidate who best meets the competence, qualifications, abilities and required aptitudes established by the Company for the position in question. When the Company has to decide amongst employees which equally meet the above-mentioned requirements, the Company must choose the candidate who has the most seniority. The burden of proof is on the Company to establish the competence of the employee

10.03 POSTING RESULTS

The Company shall post the name of the person to whom the position was awarded during the following seven (7) days **and will give a copy of the posting to the Chief Steward.** The successful employee will fill the position within the next ten (10) working days. ***If there is no successful applicant and the Company does not hire from outside within forty-five (45) working days, the job will be re-posted internally. The Company will post a copy of the ad during the recruitment of non-filled jobs.***

10.04 FAMILIARIZATION PERIOD

The employee to whom the position has been awarded benefits from a two hundred and forty (240) hour familiarization period. During this period, the Company will extend orientation to the employee and during the same period, the employee may decide to return to his/hers former position or the Company may decide to return him/her to his/hers former position. During this period, the Company can fill the employee's position which became vacant through the temporary assignment procedure provided for in Article 10.06 of the present agreement.

10.05 PROMOTION OUTSIDE THE UNIT

When an employee obtains a position outside the bargaining unit, he/she is entitled to a period of *six (6)* months, whichever comes first, within which he/she may decide to return to his/her former position covered by the present agreement or the Company may decide to return him/her to his/her former position. In such case, the employee shall have all the rights under the present agreement reinstated as if he/she had never been promoted. During this period, the Company can fill in the employee's position which became vacant through the temporary assignment procedure provided for in Article 10.06 of the present agreement.

10.06 POSITION TEMPORARILY VACANT

The temporary assignment of an employee to a position temporarily vacant is a matter within the Employer's sole discretion. The Company shall attempt to respect the employees' seniority in deciding such assignments, but, in all cases, priority must be given to customer service and the Employer's needs.

10.07 When the employee is assigned to a position other than his/hers own for a period of four **(4)** hours or more during the same day, that employee must receive the greater salary between the salary for his/hers regular classification and that of the position to which he/she is assigned. **The** present Article does not apply in the context of assignments pursuant to the Employer's decision to implement continuous training programs.

10.08 The parties agree that a provisional assignment which constitutes a promotion for the employee must be of short duration in order not to prevent an employee from obtaining a promotion on a regular basis.

10.09 Whenever a position is awarded to an employee, it shall include the possibility for the Company to assign the employee to other functions within the store and in other departments. The present article does not apply in the context of assignments to a position pursuant to the Employer's decision to implement continuous training programs.

ARTICLE 11 - JOB SECURITY

11.01 When the Company decides to reduce the number of regular positions within a department, and in the case of the abolition of positions, the Company shall advise the employee(s) concerned, the Chief Steward and the Union, at least five (5) days in advance, except in the case of a fortuitous event or of an Act of God.

11.02 Within each of the departments affected by the reduction of personnel, the Company proceeds to lay-off the number of employees which the circumstances dictate be laid-off taking into account the competence, qualifications, abilities and aptitudes of each employee and if these requirements are equally satisfied, in each department the Company follows an inverse seniority order.

11.03 BUMPING PROCEDURE

The regular employee thereby laid-off may, at his/hers choice:

- (a) Bump the regular employee of a classification equal or inferior to his/hers own and who has less seniority within all of the departments so long as the employee who exercises his/hers bumping rights has the competence, qualifications, abilities and aptitudes required to perform that other position.
- (b) Have a right of priority over hours of work available to part-time and occasional (casual) employees.
- (c) Accept to be laid-off and be recalled by virtue of a right of priority over part-time employees on the condition that he/she is able to immediately perform that position.

11.04 In all cases of bumping under the present article, the employee receives the salary of his/hers new classification as soon as he/she occupies a position within this classification.

11.05 PRIOR NOTICE

The Ontario Employment Standards Act regarding termination of employment will apply.

11.06 RECALL TO WORK

In the event of a recall to work for any reason, the Company shall recall employees who attained regular employee status before part-time and occasional (casual) employees by order of departmental seniority. This all takes place after having placed the regular employee back in his/her position pursuant to Article 11.08 of the present agreement.

11.07 Such recall is done by phone at the number given by the employee to the Company and the employee must report to work within the specified time limit.

11.08 *The employee who, following a lay-off, is recalled to work as a regular employee is required to accept the position in order to keep his/hers job. However:*

- (a) *if he/she is recalled to a position for which he/she would be a part-time employee, he/she may refuse, but only on three (3) occasions, and, if he/she does then the Company does not have to recall him/her again to another position for which he/she would be considered a part-time employee.*
- (b) *if he/she is recalled to a position for which he/she would be an occasional (casual) employee, he/she may refuse, but only on three (3) occasions, and, if he/she does then the Company does not have to recall him/her again to another position for which he/she would be considered an occasional (casual) employee.*

11.09 Whenever, in the context of daily store operations, there is a need for additional manpower in a particular department, the Company may assign employees from other departments in which the Company determines employees are available. The Company will give priority to customer service.

ARTICLE 12 - HOURS OF WORK

12.01 The available hours of work are distributed in each department according to status in the following order:

2. REGULAR EMPLOYEE

- (a) The normal work week of a regular employee consists of forty (40) hours of work a week in accordance with Article 2.03(a) of the present agreement, distributed by department as indicated in the present agreement.
- (b) A regular employee will not work more than five (5) consecutive days in a week without a day off, except if such employee accepts to do so in writing.
- (c)
 - (i) The schedule indicating regular employees' days off is posted on the bulletin board and/or communication binder so designated by the Company before twelve noon (12:00 p.m.) on the last Friday of each month and shall remain in force for the following four (4) weeks. A copy of the schedule is given to the Union Steward.
 - (ii) ***The work schedule for regular employees is posted on the bulletin board and/or communication binder so designated by the Company before twelve noon (12:00 p.m.) every Thursday and shall remain in force for two (2) weeks following the posting. A copy of the schedule is given to the Union Steward.***
- (d) **All efforts will be made to provide a day off for, at least, one consecutive Saturday and Sunday and for an additional Saturday or Sunday in each period of four (4) weeks, except during the months of April, May, June **and September, however, where possible and practicable, employees will be given every second weekend off.****

Notwithstanding the foregoing, the Company undertakes to study all possible means of improving the weekly day off and work schedule formulae. In this regard, any decision to change is based on fulfilling the standards of service, productivity and the satisfaction of the employees.

- (e) Work during the evening: Given the activities of the business, the Company must remain open during the evening on certain week days and regular employees ***will not normally have to work more than two (2) evenings in a week at regular rate, but, in any event, to a maximum of three (3) evenings in a week at regular rate.*** This provision does not apply to the night crew.
- (9) Any regular employee who is offered to report to work and who accepts during a day off is remunerated for a minimum of ***four (4)*** hours at the applicable rate.
- (g) The regular work day of a regular employee consists of a minimum of six (6) hours and a maximum of nine (9) hours, excluding the meal period.

2. PART-TIME EMPLOYEE

- (a) The weekly hours of work available to part-time employees are distributed in each department by seniority so long as the employee is qualified, competent and available to do the work considering the needs of each department, the whole in accordance with Article 2.03(b) of the present agreement.
- (b) The work schedule for part-time employees ~~is~~ posted on the bulletin board and/or communication binder so designated by the Company before ***twelve noon (12:00 p.m.) every Thursday and shall remain in force for two (2) weeks following the posting. A copy of the schedule is given to the Union Steward.***

DAILY MINIMUM

The part-time employee and the occasional (casual) employee will not be scheduled to work for a period of less than ***four (4)*** consecutive hours in a day.

A part-time employee will not be scheduled to work for a period of more than ten (10) hours in a day.

3. OCCASIONAL (CASUAL) EMPLOYEE

- (a) The hours of work available for occasional (casual) employees are distributed by department taking into consideration the competence, qualifications and abilities of each employee, as well as availability and seniority of each employee, the whole in accordance with Article 2.03 (c) of the present agreement.
- (b) The work schedule for occasional (casual) employees is posted on the bulletin board and/or communication binder so designated by the Company before twelve noon (12:00 p.m.) on ***Thursdays*** of each week and shall remain in force for the week following the posting. A copy of the schedule is given to the Union Steward.

- (c) If hours in excess of those included on the schedule become available in a department, they are first given within the department amongst the occasional (casual) employees within the meaning of Article 2.03 c) of the present agreement, after having been first offered to the part-time employees of the department by order of seniority provided that at all times the operational needs of the store are satisfied.
- (d) The occasional (casual) employees will, four (4) times a year, on the date determined by the Company and on the form prepared by the Company indicate their availability.

12.02 SPLIT SCHEDULE

Unless the employee agrees and except for rest or meal periods, the hours of work of an employee will be consecutive and within one single work day.

12.03 MEAL AND REST PERIODS

For all employees, the commencement of the meal period shall occur between 11:00 a.m. and 2:00 p.m. and the commencement of the evening meal period shall occur between 4:00 p.m. and 6:30 p.m., but in all cases not less than three (3) hours after the commencement of the shift.

The time for the meal and rest periods is determined by the person in charge of the department taking into consideration the needs of customer service.

12.04 MEALS AND REST PERIODS

- (a) Rest periods (with pay) and meal periods (without pay) are given to employees as follows:

Number of hours work shift	<u>Rest Period</u>	<u>Meal Period</u>
4 hours but less than 5	1x15 minutes	-----
5 hours but less than 6 . . .	1x15 minutes	30 minutes
6 hours but less than 7 . . .	2x15 minutes	30 minutes
**7 hours or more	2x15 minutes	60 minutes

*****(Except on weekends where the meal period will be 30 minutes; and 30 minutes during the week if mutually agreed between the employee and his/her Manager)***

- (b) MEAL PERIOD - PART-TIME

The meal period of a part-time employee is scheduled towards the middle of his work shift.

12.05 SCHEDULE CHANGE

Two (2) employees may not change in any way their respective work schedules without the prior approval and authorization of their immediate superior.

12.06 CHANGE IN STATUS

The employee who wishes to change his status may do so by presenting a written request to the human resources director. He is then governed by the applicable provisions of the agreement and cannot obtain a further change in status for the following **six (6)** months.

Such change is limited to:

- (a) regular to part-time;
- (b) regular to occasional (casual); and
- (c) part-time to occasional (casual).

12.07 If scheduled to work, the occasional (casual) employee will be scheduled to work for a minimum of **four (4) hours a week from December to April, inclusive, and six (6) hours a week from May to November, inclusive.**

12.08 In order to maintain his part-time employee status, the part-time employee must be available at any time. The occasional (casual) must offer a minimal availability which includes: Thursdays and Fridays commencing at 5:00 p.m. as well as the whole day on Saturdays and Sundays in order to maintain his status.

12.09 Notwithstanding articles 12.01.1(c), 12.01.2(b) and 12.01.3(b), the hours scheduled may be reduced and/or altered **because of special circumstances or in cases of emergencies.** In such a case, the employee concerned shall be advised as soon as possible.

ARTICLE 13 - OVERTIME

13.01 DEFINITION

Any regular, part-time or occasional employee who works more than forty (40) hours per work week is paid for each hour worked over and above at one hundred and fifty per cent (150%) of his regular hourly rate.

13.02 STATUTORY HOLIDAYS

For the purposes of computing overtime, paid annual leaves and paid statutory holidays are considered **as days** worked.

13.03 PAYMENT

An employee will be paid on the pay period following the period during which the work was done.

13.04 DISTRIBUTION

The cooperation of all employees is required when overtime is necessary. Overtime is voluntary on the condition that there are enough competent employees in the particular department and that these employees accept to perform the work. If the number of volunteers proves to be insufficient, the Company shall assign the overtime starting with the employees in the department who are able to immediately perform the work and have the least seniority before asking the other departments within the same division and then asking the other employees within the store.

ARTICLE 14 - NIGHT SHIFT DIFFERENTIAL

14.01 A premium of **sixty five cents (65¢)** an hour is paid to employees who work on the night shift, provided such employees work fifty percent (50%) of their hours between **ten (10:00) p.m. and six (6) a.m.**

Effective January 1st, 2003, the shift premium will be increased to seventy cents (\$0.70) per hour.

ARTICLE 15 - VACATIONS

15.01 For the purpose of computing vacation, the reference year is from May 1st to April 30th of the following year. All paid vacations taken within the ten (10) months following the 1st of May of one year are vacations earned and due for the twelve (12) months preceding the said 1st of May.

15.02 Subject to Article 15.05, no more than two (2) consecutive weeks of vacation may be taken during the summer period (that is from April 1 to July 15), by more than one (1) employee within the department at the same time, except in the case of a written mutual consent between the employee and the Company with a copy to the Union.

15.03 CHOICE OF VACATIONS

- (a) The employees shall choose their vacation date by order of seniority within their department. Where seniority is identical, the provisions of article 9.06 applies. In case that the hours are identical, the choice will be made by way of a lottery. The Company shall then determine the number of employees who may leave at the same time.
- (b) The employees shall make their choice of vacation dates between March 1st and March 31st of each year. Employees who fail to make their choice within this time frame will be allotted vacation on the basis of existing availability.

15.04 VACATION LIST

The Company shall prepare a list indicating the date of vacation for each employee and post it, at the latest, by April 30th of each year.

15.05 PRECEDENCE

- (a) Regular employees have precedence over part-time employees and part-time employees have precedence over occasional (casual) employees as to the choice of vacation dates, taking into consideration at all times the number of employees who may leave at the same time.
- (b) If vacations occur within a period of sickness, accident or work accident, they may be postponed to a subsequent date following an agreement between the employee and the Company. The same procedure will apply when an employee is called for jury duty.

15.06 MODIFICATION OF VACATION DATES

No change will be considered after the final vacation list has been posted, unless the employee makes a written request at least fifteen (15) working days before the date scheduled for his vacation. In such case, the employee will have to obtain the employer's written consent with notice to the Union, but under no circumstances shall he be allowed to replace or affect the choice of vacation dates previously made by other employees, and this, notwithstanding the fact that the employee seeking the consent has more seniority than the other employee.

15.07 EMPLOYEE'S MARRIAGE

The employee who is getting married will be given priority over the choice of a vacation date for that year, up to a maximum of two (2) weeks, so long as he indicates his choice on the vacation list prior to the 1st of April.

15.08 VACATION ENTITLEMENT

Each employee is entitled to paid annual vacation in accordance with the following:

<u>Duration of continuous service as of May 1st</u>	<u>Duration of vacation</u>	<u>Vacation pay</u>
Less than 1 year	One day per complete month of service, with a maximum of ten (10) days	4% of the earnings for the reference year
One year but less than five (5) years	Two (2) weeks	4% of the earnings for the reference year
Five (5) years and more	Three (3) weeks	6% of the earnings for the reference year
Ten (10) years and more	four (4) weeks	8% of the earnings for the reference year

15.09 VACATION NOT CUMULATIVE

Vacations may not be accumulated from one year to the other.

15.10 PAYMENT

The vacation pay for each employee is made by direct deposit into the employee's bank account on the regular pay day or before he leaves for his vacation if so requested by the employee.

15.11 EMPLOYEE'S DEPARTURE

The employee who leaves his employment with the Company is entitled to receive his vacation pay, at the time of his departure based on his years of service, i.e. 4% or 6% of his earnings as of May 1st.

ARTICLE 16 - PAID HOLIDAYS

16.01 (a) The regular employees benefit from the following paid holidays:

- New Year's Day
- Good Friday
- Victoria Day
- Canada Day
- Labour Day
- Thanksgiving Day
- Christmas Day
- 26th of December

(b) The pay will be equivalent to the regular number of hours that the employee would normally have worked.

16.02 The regular employee who is obliged to work on a paid holiday will be paid at the rate of one hundred and fifty percent (150%) for each hour worked and will also be entitled to an indemnity or to a compensatory holiday which has to be taken within the following consecutive four (4) pay periods or at a date approved by his immediate superior taking into consideration the operational and customer service needs of the store.

16.03 The regular work week of an employee is reduced by the number of hours which he would have normally been scheduled to work during the holiday.

16.04 (a) Subject to articles 16.04(b) and 16.05, part-time employees and occasional (casual) employees shall benefit from the following paid holidays:

- New Year's Day
- Good Friday
- Victoria Day
- Canada Day
- Labour Day
- Thanksgiving Day
- Christmas Day
- 26th of December

(b) In order to benefit from the paid holidays as set out in article 16.01 (a), 16.04(a), and 16.08 (a) all employees must:

- i) be employed for at least three (3) months;
- ii) have earned wages on at least twelve (12) days during the four (4) work weeks immediately preceding the public holiday;
- iii) must report to work on his last scheduled regular day of work preceding and his first regularly scheduled day of work following the public holiday; and
- iv) must not have failed to report for and perform the work without reasonable cause after having agreed to work on the public holiday;

16.05 The indemnity for the days set out in article 16.04, and 16.08 (a) for part-time employees, shall be equal to the daily average for the days worked during the complete pay period which precedes the holiday in question.

16.06 VACATION

If one or more statutory holidays occur during the employee's annual vacation period, the holidays will be added to his vacation or delayed to a date agreed upon by the employee and his immediate superior.

16.07 The pay remitted to each regular employee for each of these above-mentioned paid holidays for which he has received no other indemnity under this collective agreement or any provincial statute must be the equivalent to the salary to which he is entitled for a regular work day at the regular rate of pay.

16.08 FLOATERS

(a) Regular and part-time employees who have completed sixty (60) days of continuous service shall be entitled to **two (2) floater days, one (1) of** which shall be used to replace the Civic Holiday.

- (b) Regular employees will receive one (1) additional floater day once they have completed six (6) months of continuous service.
- (c) The above mentioned day(s) must be taken before December 31st of the current year. They must be scheduled, at least one (1) month in advance, by mutual agreement between the employee and his immediate Supervisor, taking into account the operational needs and client service.
- (d) ***Regular and part-time employees who have completed thirty-six (36) months of continuous service shall be entitled to one (1) additional floater day.***

ARTICLE 17 - LEAVE OF ABSENCE

17.01 An employee who wishes a leave of absence for legitimate personal reasons shall make such request in writing to his/hers supervisor at least thirty (30) days prior to the proposed commencement date of such leave of absence, except in the case of personal emergency. The employee's request shall contain:

- (a) his/hers reasons for the proposed absence;
- (b) the commencement date of the proposed leave of absence;
- (c) the length of the proposed leave of absence which in no case can be Less than one (1) month. The supervisor may grant permission for a leave of absence.

17.02 The Company will not grant an employee's request for leave of absence for the purpose of employment with another Company or becoming self-employed.

17.03 The Company will grant maternity leave and parental leave as per the Employment Standards Act.

ARTICLE 18 - BEREAVEMENT LEAVE

18.01 (a) Upon the death of a member of his family, an employee who was scheduled to work on the days immediately following the death provided that he has completed his probationary period and has attended the funeral, shall be given leave without loss of his regular salary commencing with the date of the death and for the following period:

Spouse or child:

Five (5) consecutive calendar days

Father, mother, brother, sister, father-in-law, mother-in-law:

Three (3) consecutive calendar days

Son-in-law, daughter-in-law, wand-father, grand-mother, grand-daughter, grand-son, brother-in-law, sister-in-law:

One (1) calendar day

- (b) If the employee has to travel more than two hundred and fifty (250) kilometres from his residence to attend the funeral, the said employee is entitled to leave without pay for one (1) additional day.
- (c) The Company **may** require that the employee provide sufficient proof of **death** for the purposes of establishing his right to receive payment for such leave. In all of the cases mentioned in the present article, the employee must advise the Company **as soon as he** can.

18.02 BIRTH OR ADOPTION

Employees will be entitled to pregnancy and parental leave in accordance with the provisions of the Ontario Employment Standards Act.

ARTICLE 19 - SPECIAL LEAVES

19.01 JURY DUTY

- (a) The employee who is summoned for jury selection shall receive the difference between the amount he/she receives from the Court and the salary to which he/she would have been entitled had he/she performed his/hers usual functions and provided that he/she was scheduled to work on the day(s) in question, upon presentation of the supporting documents.
- (b) The employee who is summoned for jury selection but is not selected for this duty must report to work as soon as possible and receives the difference between the amount he/she received from the Court and the salary to which he/she would have been entitled had he/she performed his/hers usual functions, upon presenting the supporting documents.

ARTICLE 20 - NEW CATEGORIES OF WORK

20.01 The Company reserves the right to create any new classification. He agrees however to discuss with the Union the rate of pay for this new classification. If the parties fail to agree on such classifications and hourly rate, the matter shall be referred to arbitration by either Party. Pending the decision of the arbitrators, such new classification and rate shall be implemented.

ARTICLE 21 - BULLETIN BOARDS

21.01 The Company shall grant to the Union, for its exclusive use a space in order for the Union to be able to post notices to its members. Such notice must be signed by a person authorized by the Union and a copy is remitted to the Company for his/hers approval before posting.

ARTICLE 22 - SAFETY

22.01 The Company and the Union recognize the benefits to be derived from safe working conditions and work practices. Accordingly, it is agreed that all employee's Union Representatives and Company supervisors at all levels cooperate to promote safe work practices and safe and healthy working conditions. Further, all employees of the Company are fully obligated to comply with **all** reasonable rules established by the Joint Health and Safety Committee. These Health and Safety rules shall be mutually agreed to, but agreement shall not be unreasonably withheld by either party.

The Company, the Union and every employee agree to abide by the Occupational Health and Safety Act and the applicable Regulations thereunder.

Two (2) people shall be selected by both the Company and the Union to act as Health & Safety Representatives on the Joint Health and Safety Committee. The duties of the Health & Safety Representatives will include:

- (a) meeting **six (6) times per year** to discuss matters of health and safety in the workplace;
- (b) making recommendations to the Company with respect to the improvement of health and safety in the workplace;
- (c) identifying any situations that may be a source of danger or hazard to workers; and
- (d) to otherwise comply with the requirements of the Occupational Health and Safety Act.

An employee selected by the Union as a Health & Safety Representative will not lose pay for time spent performing the functions set out above. The parties understand that the safety representative has primary responsibilities as an employee of the Company. Consequently, his duties as a safety officer must be done reasonably, e.g.: taking into consideration the needs of the Store and his duties as the safety representative.

ARTICLE 23 - GENERAL

- 23.01 Personnel shall be allowed time off to vote in Federal, Provincial or Municipal elections in accordance with the appropriate statute.
- 23.02 If employees are required to be covered by a fidelity bond, the cost of such bond shall be borne by the Company.
- 23.03 In the event of legislation being enacted subsequent to the signing of this Agreement invalidating the application of any Article or Appendix thereto, the relative section only of this Agreement shall be nullified.
- 23.04 The Company will supply lockers or suitable storage space for hanging and storing clothing for all employees.
- 23.05 The Company shall pay the prevailing hourly rates to all employees compelled to attend Company meetings.
- 23.06 Where the Company requires an employee to take further training, the employee will be paid for all time spent in training.
- 23.07 When an employee is unable to report for work as scheduled, he/she will notify his/hers supervisor as soon as possible and will give the reason why he/she is unable to report.
- 23.08 All letters of understanding and intent given during negotiations shall be considered to be part of this Agreement and therefore arbitrable, on the condition that they are in writing and signed by both parties.
- 23.09 Where the masculine pronoun is used in this Agreement, it shall be deemed to include the feminine.
- 23.10 Attached hereto and forming part of this Agreement are:
- Schedule A- Wages & Classifications
 - Letters of Understanding
- 23.11 The uniforms required by the Company will be provided by the latter; however, the cleaning of the said uniforms is the responsibility of the employees and the employees are also responsible for the damage caused to the uniforms by their negligence. The wearing of the uniforms is mandatory.
- 23.12 **TITLES:** All titles and sub-titles in the present Agreement are for reference only and must not affect the interpretation of the Agreement.
- 23.13 **DONATIONS. GIFTS:** The employees are prohibited from accepting donations, gifts, free meals and other similar gratuities on the part of suppliers or their representatives.

23.14 **SOLICITATION:** No solicitation of funds will be allowed within the premises of the store unless authorized by the Company.

23.15 *When an employee is hired to work on the night shift, receiving, cut shop, yard or delivery, the Company will supply him with a voucher, redeemable at a local store, worth seventy dollars (\$70.00) towards the purchase of safety shoes/boots and will thereafter continue to cover the first seventy dollars (\$70.00) of replacement shoes/boots, as required.*

Those employees working in the yard or on deliveries will be entitled to an additional seventy dollar (\$70.00) voucher for a pair of winter shoes/boots, and the Company will thereafter continue to cover the first seventy dollars (\$70.00) of replacement shoes/boots, as required.

23.16 The Company shall provide at no cost winter coats and rain jackets to employees when their work requires such garments to be worn. The employees are responsible for the maintenance of these garments and the employees must pay for their cost in the event that loss or destruction is caused by their negligence.

23.17 The Company shall maintain its purchase-discount policy for the employees.

ARTICLE 24 - HEALTH & WELFARE

24.01 GROUP INSURANCE

The Company undertakes to maintain a group insurance policy, *which includes a Dental Plan*, for the regular and part-time employees. The cost of which will be borne equally by both parties.

The employee's contributions will serve to pay one hundred per cent (100%) of the premium for the salary insurance coverage (Long Term Disability).

24.02 Sick Leave

(a) *Effective January 1st, 2001, regular and part-time employees, who have completed their probationary period, will be credited with one (1) day of Sick Leave per calendar year.*

(b) *Effective January 1st, 2002, regular and part-time employees, who have completed their probationary period, will be credited with one (1) additional day of Sick Leave per calendar year, for a total of two (2) days of Sick Leave per calendar year.*

(c) *An employee who becomes a regular or part-time employee during the calendar year will be credited with the appropriate number of days of Sick Leave pro rated to the number of months left during that calendar year.*

(d) *Sick Leaves, when taken, are payable at 75% of eight (8) hours for regular employees and at 75% of six (6) hours for part-time employees.*

- (e) *Sick Leaves unused by December 31st in any year will be payable to the employee no later than the following January 31st. Each day of Sick Leave not taken will be paid at eight (8) hours for a regular employee and at six (6) hours for a part-time employee.*

ARTICLE 25 - PAY PERIOD

- 25.01 The interval between paydays shall not be longer than two (2) weeks.
- 25.02 Every two (2) weeks, the salary shall be deposited automatically in the bank of the employee, on Thursday. However, if an operational constraint requires the bank to do so, the pay shall be deposited by Friday, at the latest.
- 25.03 Pay shortages will be dealt with on a case by case basis.
- 25.04 On the direct deposit report slip, the Company will indicate the name of the employee, his/hers first name, the date of the pay period in question, the regular hours worked, overtime, the deductions made, gross pay and the net amount of salary received.
- 25.05 Employees who are discharged will be paid by direct bank deposit in accordance with the normal pay schedule of the store on the condition that the former employee does not wait longer than seven (7) days from the date of the discharge.

ARTICLE 26 - NO DISCRIMINATION


- 26.01 The Company and the Unions agree that there will be no discrimination against any employee contrary to the Human Rights Code, 1981.

ARTICLE 27.- TERM OF AGREEMENT

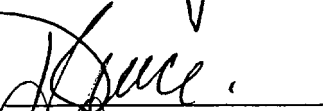
27.01 The present collective agreement comes into force on **January 1st, 2001** and shall remain in force until December 31, **2003**.

Signed in Ottawa, this 15 day of March 2001.

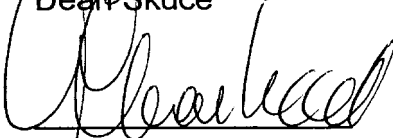
FOR THE COMPANY:



Wayne Bent




Dean Skuce



Josée Charbonneau
U


FOR THE UNION:



André R. Papineau



Les McFarlane



Claude Knapp

SCHEDULE "A"

WAGE RATES AND CLASSIFICATIONS

CLASS I Runners and Cashiers

Minimum **\$ 7.40**
Maximum **\$11.35**

CLASS II Partners/Salesperson, Customer Service, and all other jobs *except Drivers.*

Minimum **\$ 7.40 (\$7.50 effective January 1st, 2002)**
Maximum **\$13.40**

CLASS III Drivers**(a) Boom Truck**

Minimum **\$12.00**
Maximum **\$16.00**

(b) 5 Ton Truck, with or without Moffat

Minimum **\$10.50**
Maximum **\$13.75**

(c) 1 Ton or 3 Ton Truck

Minimum **\$8.00**
Maximum **\$10.50**

SALARY PROGRESSION AND INCREASES

- (a) The employee who has not reached the maximum of the salary scale receives at his anniversary date of hire, an increase of 2%.
- (b) In addition, the employee *who has not reached the maximum of the salary scale* receives an increase of 1½ % each time he has completed a period of 1040 hours actually worked. *Effective January 1st, 2002, that amount will be increased to 2%.*
- (c) *Employees who change status, ie, occasional to part-time or to regular, or part-time to regular, will move to the minimum rate for that position, if not already higher, and will receive a 1.5% wage increase.*

NOTE: *When an employee reaches the maximum salary for his classification, his wages will be shown as the maximum allowable for his classification and he will not be entitled to the increases for every 1040 hours worked. However, he will continue to receive the increases provided for in (a) above which will be paid to him but shown in a different box on his pay slip.*

LETTER OF UNDERSTANDING

between

RONA WAREHOUSE

and

TEAMSTERS LOCAL UNION 91

PLACEMENT ON THE WAGE GRID

This letter will confirm the agreement of the parties reached during negotiations that:

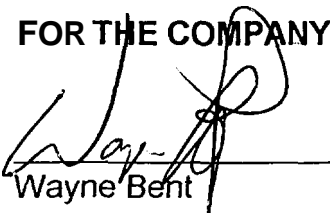
*Occasional(casual) employees presently earning less than seven dollars and forty cents (\$7.40) per hour (**\$8.00** for night shift), will have their wages adjusted to seven dollars and forty cents (\$7.40) per hour (\$8.00 for night shift), effective February 1st, 2001.*

*Part-time employees presently earning less than eight dollars and twenty-five cents (**\$8.25**) per hour (**\$9.00** for night shift), will have their wages adjusted to eight dollars and twenty-five cents (\$8.25) per hour (**\$9.00** for night shift), effective February 1st, 2001. Employees who become "part-time" employees after the date of ratification of this Agreement will be paid a minimum of eight dollars (\$8.00) per hour (**\$9.00** for night shift).*

*Regular employees presently earning less than nine dollars and twenty-five cents (**\$9.25**) per hour (**\$10.00** for night shift), will have their wages adjusted to nine dollars and twenty-five cents (**\$9.25**) per hour (**\$10.00** for night shift), effective February 1st, 2001. Employees who become "regular" employees after the date of ratification of this Agreement will be paid a minimum of nine dollars (\$9.00) per hour (\$10.00 for night shift).*

Signed in Ottawa, this 15 day of March 2001.

FOR THE COMPANY:


Wayne Bent

FOR THE UNION:


André R. Papineau

LETTER OF UNDERSTANDING

between

RONA WAREHOUSE

and

TEAMSTERS LOCAL UNION 91

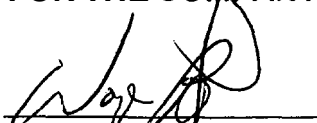
*This letter will confirm the agreement of the parties reached during negotiations that all occasional(casual), part-time and full-time employees who have a **1997** or **1998** date of hire will receive a one (1) time salary adjustment of fifteen cents (**\$0.15**) per hour, effective February **1st**, **2001**.*

*All those occasional(casual), part-time and full-time employees who have a **1999** date of hire will receive a one (1) time salary adjustment of ten cents (**\$0.10**) per hour, effective February **1st**, **2001**.*


*Furthermore, all employees who have completed their probationary period by February **1st**, **2001** will receive a **two** percent (**2%**) wage increase, effective February **1st**, **2001**. Such increase will be applied only after all adjustments, where needed, have been made to the employee's rate of pay.*

Signed in Ottawa, this *15* day of March 2001.

FOR THE COMPANY:


Wayne Bent

FOR THE UNION:


André R. Papineau

LETTER OF UNDERSTANDING

between

RONA WAREHOUSE

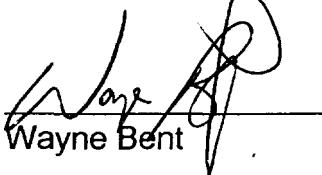
and

TEAMSTERS LOCAL UNION 91

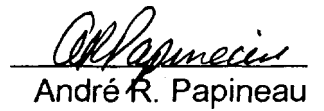
This letter will confirm the agreement of the parties ***that absences caused by illness and accident will be considered time worked at the employee's normal hours of work for the application of seniority and salary progression.***

Signed in Ottawa, this 15 day of March 2001

FOR THE COMPANY:


Wayne Bent

FOR THE UNION:


André R. Papineau

LETTER OF UNDERSTANDING

between

RONA WAREHOUSE

and

TEAMSTERS LOCAL UNION 91

"EXPERTS"

This letter will confirm the agreement of the parties reached during negotiations that the four (4) "Experts" presently employed at the store will be excluded from the Bargaining Unit. It is further agreed that, as these employees leave those positions, the positions will be abolished and be replaced with Bargaining Unit positions.

Signed in Ottawa, this 15 day of March 2001.

FOR THE COMPANY:


Wayne Bent

FOR THE UNION:


André R. Papineau

LETTER OF UNDERSTANDING

between

RONA WAREHOUSE

and

TEAMSTERS LOCAL UNION 91

SICK LEAVE

This letter will confirm the agreement of the parties reached during negotiations that, notwithstanding Article 24.02 (d) of the Collective Agreement, the Company will pay a part-time employee eight (8) hours for any days of Sick Leave not taken by December 31st in any year.

Signed in Ottawa, this 1 day of March 2001.

FOR THE COMPANY:


Wayne Bent

FOR THE UNION:


André R. Papineau