

COLLECTIVE AGREEMENT  
BETWEEN  
THE CONSUMERSFIRST COMPANY LTD.



An  ENBRIDGE Company

*services inc*

and

THE COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION



LOCAL 975

C -

*C. J. S. E. (1975/1950)*  
*10/1/99*  
*10/1/99*

OCTOBER 1, 1999 TO MARCH 31, 2001

*+ 5/03*

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ARTICLE 1  
**RECOGNITION**

- 1.01 The Consumersfirst Company Ltd. hereinafter referred to as the Company **recognizes** the Communications, Energy and Paperworkers Union Local **975**, hereinafter referred to as the Union, as the sole bargaining agent for: all clerical and laboratory employees, save and except Niagara Region non operating employees, supervisors, those above the rank, residential/commercial sales associates, energy management consultants, account associates, secretaries to department managers, those above that rank, those employees in the Human Resource, Budget, Regulatory Affairs and Corporate Affairs departments, and clerical persons who normally work **24** hours per week or less in the Central Region of Consumersfirst.
- 1.02 Appliance sales representatives working in locations currently (as of 98-01-01) represented by **CEP** Local **975** save and except supervisors and those above that rank.  
All operations employees save and except supervisors, those above that rank and those working out of the Grimsby office.

ARTICLE 2  
UNION MANAGEMENT CO-OPERATION

- 2.01 Conferences between the Company representatives and the negotiating committee to discuss matters other than grievances shall be called when mutually agreed upon. Matters to be discussed at any such conference shall be listed in an agenda to be supplied by the party requesting the conference to the other party not less than forty-eight (48) hours before the time for which the conference is arranged.
- 2.02 The Union Safety representatives may request meetings with Company Safety representatives and, sufficient notice having been given, such meetings shall be held as soon as possible thereafter. Either party or both parties may make recommendations to their principals, and pass on information resulting from these meetings.
- 2.03 The parties agree that the "Involvement Philosophy Statement" will be used to strengthen the relationship and reflect the way in which the parties will work together in the future. (See Letter of Understanding)
- 2.04 The Company and the Union **recognize** the importance of a strong commitment to the Health and Safety of its work force and therefore agree and commit to the following:
- (a) Compliance with a standard that, as a minimum, meets all applicable laws and regulations as of April, 1998, and reflect applicable industry standards.
  - (b) That the Company will provide and maintain a safe and healthy work environment, safe equipment and will follow operating practices that will safeguard all employees and the public.
  - (c) The elimination of the source of dangers to the health, safety and physical well being of its employees is of paramount importance.
  - (d) That procedures are in place to ensure the efficient delivery of, and accessibility to, Health and Safety training.
  - (e) That the Company and the Union will work together to ensure all employees are aware of their rights and obligations with respect to these commitments.

ARTICLE 2  
UNION MANAGEMENT CO-OPERATION (Continued)

- (f) That unacceptable performance of health and safety responsibilities will not be tolerated.
- (g) **Development** and communication of a Safety Management **System**.

2.05 The Company and the Union also **recognize** the importance of Joint Health and Safety Committees, comprised of knowledgeable employees, to achieving these commitments and agree to ensure that the committees have the necessary support to **fulfil their** role.

ARTICLE 3  
RESERVATIONS TO MANAGEMENT

- 3.01 The Union **recognizes** the right of the Company to operate and manage its (the Company's) business in all respects.
- 3.02 The right to hire, manage the working force and maintain order and efficiency is the exclusive responsibility of Management, provided there is no conflict with the terms of this Agreement.
- 3.03 The right to promote and the right to discipline and discharge for cause are likewise the exclusive responsibility of Management, provided that claims of discriminatory promotions and wrongful or unjust discipline or discharge shall be subject to the grievance procedure herein provided.

ARTICLE 4  
STRIKES OR LOCKOUTS

- 4.01 The Union and the Company **recognize** their respective responsibilities to the customer constantly being served by the Company and therefore, pledge that there shall not be any resort to lockouts, strikes or any other collective action which will interfere in any way with the operations of the Company during the term of this Agreement.

. ARTICLE 5  
CHECK-OFF OF UNION DUES

- 5.01 The Company agrees that a check-off of the Union dues shall be made on a weekly basis from the salary of all Union members and that dues will commence from the first week of employment for all new employees.
- 5.02 The Union shall notify the Company of the amounts of dues on the effective date of this Agreement. Such amounts shall be subject to change at the request of the Union once each three-month period during the life of this Agreement. Such deductions will be remitted to the Secretary-Treasurer of the Union within one week of the deduction and shall be accompanied by a list of the employees from whom the deductions have been made and their addresses will be forwarded to the treasurer of the Union. Such deductions will be remitted into the Unions account.
- 5.03 Upon not less than 30 days' notice from the Secretary-Treasurer of the Union, the Company shall check off a special assessment of one or more weeks' duration from the salary of all Union members, no more than once in each three months' period during the term of this Agreement, provided that a copy of the minutes relating assessment, certified by the Secretary of the Union, is forwarded with the requests. Such deductions will be remitted into the Union's account within one week of the deduction.

ARTICLE 6  
UNION SECURITY

- 6.01 Employees covered by the terms of this agreement who enter the Company's service shall, as a condition of continued employment, become members of the Union and remain members in good standing in accordance with the constitution and by-laws of the Union for the duration of this agreement.
- 6.02 An employee elected or appointed to a full-time office in the Union which requires a continuous and extended absence from regular work, shall upon written application therefore, be granted such leave of absence without pay, and without loss of seniority for such time as the office is held, to a maximum leave of two years, after which further leave may be granted at the discretion of the Company. It is the condition of reinstatement to their former **position** that the employee apply therefore within thirty (30) calendar days after the expiration of this term of office with the Union, and that they are competent to perform the work.
- 6.03 Members of the Union when delegated or elected to transact **bonafide** business pertaining to the Local Union, shall upon written application therefore made at least forty-eight (48) hours prior, be granted time off without pay.
- 6.04 With respect to business pertaining to the Communications, Energy and Paper Workers Union leaves will be granted provided 14 days' notice given. In the event that leaves of absence granted under this clause unduly interfere with the operation of a department, the Company and the Union shall discuss possible alternate arrangements; however, failing to agree on alternate arrangements, said leaves of absence shall not be withheld. If a substitute is agreed upon as an alternate arrangement the substitute shall receive the same pay as the absent employee would have received. There is commitment not to interfere with operations.
- 6.05 The Company agrees that no employee shall suffer loss of normal salary while attending Company - Union meetings.
- 6.06 The Company and the Union agree that there will be no discrimination against employees due to union involvement.
- 6.07 The company **recognizes** the Local Union shall require a full-time officer.

ARTICLE 6  
UNION SECURITY (Continued)

- 6.08 The Company shall **recognize** Stewards, appointed by the Union. The Union shall provide the Company with an up to date list.
- 6.09 The company agrees to provide bulletin boards, for the posting of Union notices it is understood that a copy of these notices shall be submitted to the Human Resources Department prior to posting.

ARTICLE 7  
NEGOTIATING COMMITTEE

- 7.01 The Company agrees that a Negotiating Committee not to exceed five (5) in number, selected by the Union, shall be **recognized** as the **authorized** representatives of the employees on any proposed renewal or revision of this Agreement. This committee may be augmented by representatives of the Communications, Energy and Paper Workers Union.

ARTICLE 8  
DURATION OF AGREEMENT

- 8.01 This Agreement shall become effective on October 1, 1999 and shall remain in effect until March 31, 2001, and thereafter shall continue in effect until one party hereto notifies the other party within 60 days of the anniversary date of this agreement or any extension thereof that such party elects to modify or amend this agreement.
- 8.02 Should this Agreement be allowed to continue in effect automatically after March 31, 2001 any or all of its provisions may be terminated at any time thereafter on two months notice by either party thereto, negotiations commencing no sooner than ten days and no later than thirty days from date of such notice.
- 8.03 All appendices to this agreement shall form part of this agreement.

FOR THE COMPANY

*[Handwritten signatures for the Company]*  
Kenny Ryan  
Liz  
Wagner  
Jane Ribbens

FOR THE UNION

*[Handwritten signatures for the Union]*  
Tom Craig  
Shirley Petropas  
Lee Amosden

Dated this 7 day of May in Toronto, Ontario, 1999

ARTICLE 9  
**NEW EMPLOYEES**

- 9.01 New employees shall be considered to be on probation until they have completed three (3) months of continuous service. Probationary employees have no rights under the collective agreement except for hours of work and rates of pay and statutory holidays. This three (3) month period may be extended by a maximum of three (3) months by agreement between the Company and the Union. The Company will notify the union in writing of any termination of a probationary employee.

**ARTICLE 10**  
**SENIORITY**

- 10.01 The purpose of rules respecting seniority is to give employees an equitable measure of security based on length of service with the Company..
- 10.02 Upon completion of the probationary period, seniority shall become effective for new employees from the date of entry into the service of the Company.
- 10.03 For full time exempt, temporary and part time exempt employees entering the bargaining unit, seniority with respect to job postings and layoff will be calculated from the date of entry into the Bargaining Unit, unless otherwise negotiated.
- 10.04 Seniority shall not be broken by leave of absence in writing granted by an official of the Company or by illness attested to by a physician's certificate.
- 10.05 Seniority shall be lost for any of the following reasons:
- (a) the employee voluntarily leaves the employ of the Company;
  - (b) if the employee is discharged and is not reinstated pursuant to the provisions of the grievance procedure;
  - (c) in the event of a lay-off for a period of twenty-four consecutive months;
  - (d) If an employee voluntarily leaves Local 975 for a period of twenty four consecutive months;
  - (e) Is absent from work for a period of ten (10) working days without satisfactory notification to the Company. This shall be deemed a voluntary resignation. Circumstances beyond the control of the employee will be taken into consideration. The Union will be notified **after** five (5) days of no report.
- 10.06 Officers and Shop Stewards of the Union, during their terms of Office in the Union, shall head the seniority list. This clause will not apply when considering seniority for promotion or vacation.
- 10.07 A seniority list shall be posted showing Company service and identifying seniority, on all bulletin boards and a copy sent to the union. This list shall be revised every six months.

**ARTICLE 11**  
**JOB POSTINGS & MOVEMENT OF STAFF**

11.01 When a vacancy in a permanent job occurs it will be posted on all bulletin boards company wide for a period of seven (7) days. A copy of this posting will be supplied to the secretary of the Union.

11.02 When a permanent vacancy exists in the service classification, the Company shall fill the vacancy as follows

- 1) When there is a requirement to post for a **HVAC** technician or advanced apprentice (4<sup>th</sup> or 5<sup>th</sup> year) the Company will:
  - A) Post the Job Vacancy Company wide. Where qualifications are equal, the applicant with the most seniority shall be awarded the position.
  - B) If no appropriate candidate is found, then the Company will hire externally.
- 2) When there is a requirement to post for a **HVAC** apprentice (1<sup>st</sup>, 2<sup>nd</sup> or 3<sup>rd</sup> year) the Company will:
  - A) Post the Job Vacancy Company wide. Where qualifications are equal, the applicant with the most seniority shall be awarded the position.
- 3) When there is a requirement to post for a Maintenance Technician, **Installer**, Service Technician, or Helper the Company will:
  - A) Post the Job Vacancy Company wide. Where qualifications are equal, the applicant with the most seniority shall be awarded the position.
  - A) If no appropriate candidate is found, then the Company will hire externally.

11.03 When a permanent vacancy exists in the Clerical or Customer Service Representative classification, the Company shall fill the vacancy as follows

- A) Post the Job Vacancy Company wide. Where qualifications are equal, the applicant with the most seniority shall be awarded the position.

**ARTICLE 11**  
**JOB POSTINGS & MOVEMENT OF STAFF (Continued)**

**B)** Any unsuccessful applicant, whose seniority is greater than the successful applicant has the right to apply for an opportunity to demonstrate their ability, provided the application is made within seven calendar days following written notice that the applicant was not accepted. Any decision made for filling of such vacancies inconsistent with this article would be subject of a grievance and processed under the grievance procedure. The unsuccessful applicant with seniority may request and will be advised of the reasons they were not accepted.

**C)** If no appropriate candidate is found, then the Company will hire externally.

**11.04** When a permanent vacancy exists in the Retail Salesperson classification, the Company shall fill the vacancy as follows

**A)** Post the Job Vacancy Company wide. Where qualifications are equal, the applicant with the most seniority shall be awarded the position.

**B)** If no appropriate candidate is found, then the Company will hire externally.

**11.05** A Temporary position shall be defined as one which shall not extend beyond a total period of sixty calendar days, save and except for the following:

**A)** temporary employees hired for a maximum of forty weeks for maternity/parental leave coverage;

**B)** It is the intent of the Company to hire temporary employees for illness, accident; or as otherwise agreed to by the parties.

**C)** A temporary employee hired on contract to fill a temporary position shall be laid off in accordance with the conditions stated above.

**11.06** A vacancy in a permanent position may be filled for a period of thirty (30) working days. An employee so transferred will receive the applicable rate of pay .

**11.07** Copies of all postings covered by this agreement and notices of award shall be posted throughout the Company and copies sent to the Local Union President.

**ARTICLE 11**

**JOB POSTINGS & MOVEMENT OF STAFF (Continued)**

11.08 In the event that a successful applicant proves unsuitable on a posted job, the company **will** attempt to relocate the employee to a suitable position.

11.09 Within ten working days of such original posting, the Company will **re-post** the notice indicating thereon the successful applicant for the position and the Union will be advised of all applicants.

11.10 Time periods may be extended by mutual agreement.

**ARTICLE 12**  
**TEMPORARY EMPLOYEES**

- 12.01 Temporary employees have no rights under this collective agreement except for hours of work, rates of pay and statutory holidays, and the grievance procedure as it relates to these issues.

**ARTICLE 13**  
**LAYOFF/RECALL**

- 13.01 In the event of a lay-off the principle of seniority shall apply.
- 13.02 In the event of a lay-off the company and the union will **endeavor** to place displaced employees in other jobs. The company shall give the employees who are subject to lay-off and the union sixty days notice
- 13.03 Employees in the job concerned shall be given lay-off notice. An employee with seniority who is laid off can displace an employee with less seniority provided the employee is qualified to perform the job.
- 13.04 If a change in methods or operations occurs which may result in the lay-off of employees, the company agrees to, in consultation with the union, make a reasonable effort to train and adapt such employees in the operation of the new equipment or methods.
- 13.05 Employees who are laid-off will be retained on a recall list, and will maintain and accrue seniority, if not on lay-off for more than **24** months. When work is available, employees on the recall list will be recalled in order of seniority of their unit, provided that the employee to be recalled is qualified and able to do the work.
- 13.06 Notice of recall to work shall be directed by registered mail to the employee's last known address, unless he/she has received prior notice by telephone, which will be confirmed by registered mail. It shall be the employee's responsibility to keep the Company informed of his/her address.
- 13.07 The recalled **employee** must notify the Company of his/her intention to return to work within 5 days of the date of recall notice, and must return to work within **10** working days of date of recall notice or make alternate arrangements satisfactory to the Company.
- 13.08 An employee who refuses recall to a job will not lose seniority, but will lose future claim to the job which he/she has refused to accept.
- 13.09 Prior to **re-employment**, employees in order of seniority who have bumped into other positions shall be given the first opportunity to return to their previous position when **a vacancy** occurs.

**ARTICLE 14**  
**EMPLOYEE BENEFITS**

- 14.01**      **Benefit Coverage**  
The Company agrees to provide pension and welfare benefits as described in the Company Booklets, benefit plan documents or policies of insurance for the duration of the agreement.
- 14.02**      **Pension Plan**  
The terms of the Pension Plan form part of this Agreement. All employees must enroll in the Pension Plan in accordance with its terms and conditions.
- 14.03**      **Hospital, Surgical, and Medical Benefits**
- A)** Employees are eligible to **enroll** in the Provincial Government's Health Insurance Plans in conformity with Provincial Legislation. The Company will pay **100%** of the cost of such plan. In the event of **elimination of** the (Provincial) **O.H.I.P.** plan the Company will provide comparable coverage.
- B)** Employees after three months' service will be eligible to **enroll** in the extended health benefits plan and the semi-private hospital coverage plan for employees and their dependants. The Company will pay **100%** of the cost for such plans.
- 14.04**      **Group Life Insurance**
- A)** Employees **must enroll** in the Company's Group Life Insurance Plan, which will provide for the payment of **\$40,000** to the beneficiary in case of the death of a participating employee. The Company will pay **100%** of the cost for such plan.
- B)** An employee may elect to apply for Optional Life Insurance coverage in accordance with the terms and conditions of the Life Insurance Plan. Such optional life insurance will become effective after three months of employment **and shall be fully** paid for by the employee.
- C)** An employee may elect to apply for Optional Dependent Life Insurance to insure a spouse and each dependent child in accordance with the terms and conditions of the Life Insurance Plan. Such optional insurance shall be effective after three months of employment and shall be fully paid for the employee.
- 14.05**      **Dental Plan**  
Upon the completion of three months' employment an eligible employee will be enrolled in a Dental Plan which will provide dental benefits for employees and dependants. The Company will pay **100%** of the premium of such plan.

**ARTICLE 15**  
**SICK BENEFITS**

- 15.01** Eligible employees will receive Sickness, Disability and Rehabilitation Benefits in accordance with the terms and conditions outlined in the **SDR** Plan Text, a copy of which has been supplied to the Union. The **SDR** plan forms part of this collective agreement.
- 15.02** An employee will be eligible for Sickness, Disability and Rehabilitation Benefits after three (3) continuous months of employment.
- 15.03** The Company reserves the right to demand reasonable proof of illness before paying any benefits. The Company will reimburse the cost of any medical certificate requested.
- 15.04** An employee absent on account of illness or accident shall receive basic pay from the first day of absence. Sickness, Disability and Rehabilitation Benefits will be paid in accordance with the following Schedule for any one illness or accident.

<u>SERVICE</u>	<u>SDR BENEFIT</u>
Less than one (1) year	Full pay for 2 weeks 66 2/3% pay after 2 weeks Nil pay after 26 weeks
1 year to 2 years	Full pay for 6 weeks 66 2/3% pay after 6 weeks
2 years to 4 years	Full pay after 8 weeks 66 2/3% pay after 8 weeks
4 years to 6 years	Full pay after 12 weeks 66 2/3 % pay after 12 weeks
6 years to 8 years	Full pay for 16 weeks 66 2/3% pay after 16 weeks
8 years to 10 years	Full pay for 20 weeks 66 2/3% after 20 weeks
10 years and over	Full pay for 26 weeks 66 2/3% after 26 weeks

**ARTICLE 15**  
**SICK BENEFITS (Continued)**

- 15.05        The Cumulative Sick Pay Plan will cease to exist as of May 1, 1979 and accumulated benefits will be frozen and complied as of that date. An employee may use the appropriate percentage of accumulated benefits to supplement for each day of **SDR Benefits**, which is less than basic pay after the first **26** weeks of absence only.
- 15.06        An employee who is absent on account of illness or other causes must notify the Company as directed on the inside front cover of this agreement prior to the start of such absence or as soon as physically possible indicating the duration and nature of such absence. In the case of failure to so report, the absence will be considered to commence only from the time that proper notification is received for the purpose of computing sick benefits under Article 15.4. If the original notification reported the absence to be less than one (1) week and subsequently such absence is extended, notification shall be given to the Company of such extension as soon as it is known. Employees must report progression of illness every seven (7) calendar days on an illness or disability extending over a period unless other notification is arranged with the employees' Supervisor.
- 15.07        An employee who is injured at work will receive a full days' pay for the day of the accident.
- 15.08        An employee receiving benefits under the terms of the Workplace Safety and Insurance Board benefits will receive an amount necessary to make up normal net pay,
- 15.09        Employees incapacitated by reason of advanced age or general impairment of health for the efficient performance of their regular duties may be placed in any job they are capable of filling, regardless of seniority, by mutual agreement of the parties to this Agreement. Employees thus **re-assigned** to a lower classification shall be red-circled.

**ARTICLE 16**  
**ANNUAL VACATIONS**

- 16.01 Employees with less than one years' service by December 31 will, be entitled to one day's vacation for each complete month of service computed to December 31; to be taken within the calendar year.
- 16.02 An employee will be entitled to two weeks' vacation with pay upon completion of one full year of service prior to December 31, and provided such vacation is taken in the year in which it is due less any vacation credits received.
- 16.03 Employees who shall have completed three years or more service prior to December 31 in the year in which the vacation is due, shall receive three week's vacation with pay.
- 16.04 Employees who shall have completed ten years or more of service prior to December 31 of the year in which it is to be taken shall receive four weeks vacation with pay
- 16.05 Employees who have completed eighteen years or more service to December 31 of the year in which the vacation is to be taken shall receive five weeks' vacation with pay.
- 16.06 Employees who have completed thirty years or more service prior to December 31 in the year in which the vacation is to be taken shall receive six weeks' vacation with pay.
- 16.07 Employees will receive two weeks additional vacation in the year in which they retire.
- 16.08 Vacation pay shall be based on the employee's weekly pay, shift premiums being excluded except for those employees on a permanent shift.
- 16.09 All deductions normally made from an employee's regular pay shall be deducted from the employee's vacation pay.
- 16.10 The holiday schedule shall be arranged by groups with proper regard for seniority and providing for the continuous and efficient operation of the department.
- 16.11 For those who request and are eligible for, a minimum of two weeks vacation will be granted in any year between May 15<sup>th</sup> and September 15<sup>th</sup>. A department may require vacation requests to be completed by March 1<sup>st</sup>. and in these instances the vacation list will be posted by April 15.

**ARTICLE 16**  
**ANNUAL VACATIONS (Continued)**

16.12 Employees **who leave** the Company's service before having received their annual vacation for the year in which they leave, will be paid vacations credits as follows:

Less than one year's service - **4%** of earnings from December 31 in the preceding year. More than one year's service but less than three year's service - **4%** of earnings from December 31 in the preceding year. Three year's service or more - **6%** of earnings from December 31 in the preceding year. Ten year's service or more - **8%** of earnings from December 31 in the preceding year. Eighteen year's service or more - **10%** earnings from December 31 of the preceding year.

**ARTICLE 17**  
**PUBLIC HOLIDAYS**

17.01 With respect to the following Holidays:

New Year's Day  
Good Friday  
Victoria Day  
Canada Day  
Civic Holiday  
Labour Day  
Thanksgiving Day  
Christmas Day  
Boxing Day

It is understood that employees, who have been employed for one (1) calendar month or more, shall receive a day off with pay for each of such holidays.

17.02 For time worked on a holiday **recognized** in this agreement, an employee entitled to holiday pay shall receive double time for all hours worked, plus one days' holiday pay or a day in lieu thereof as determined by mutual agreement with their manager. Lieu days to be taken within one year of the actual holiday. If not taken within one year, the company will designate a lieu day.

17.03 Employees "called out" to work on holiday **recognized** in this agreement will be paid a minimum of four (4) hours at double time for the first such "call out" on a holiday. Subsequent "call outs" on a holiday will be paid at double time for hours worked.

17.04 When any of the above listed holidays falls within an employees vacation period or scheduled day off, such employee shall be granted an alternate day off with pay, within 12 months, at a time mutually agreed upon between the employee and the supervisor.

**ARTICLE 18**  
**FLOATER DAYS**

- 18.01 The company will **recognize** 7 paid days off at straight time in each contract **year**. **These** days will not be taken while on shift or standby. This restriction will not apply to permanent shifts.
- 18.02 Employees hired after the anniversary date in each contract year will be granted one floater day for each 7 weeks of completed service.
- 18.03 These days to be arranged by mutual agreement between the employee and the supervisor.

**ARTICLE 19**  
**LEAVE OF ABSENCE**

- 19.01 The Company may, at its discretion, grant a leave of absence with pay, to an employee for personal reasons.
- 19.02 Work and other operating conditions permitting, leave of absences not otherwise provided for will be given consideration. Such leave of absence are to be without pay and will be deemed temporary leaves of absence.
- 19.03 An employee when called for jury duty or subpoenaed as a witness shall be paid full salary.
- 19.04 The Company will grant leave of absence with pay to ex-servicepersons who wish to attend Remembrance Day services or may be participating in Remembrance Day ceremonies.
- 19.05 An employee shall be granted at the time of his/her marriage three days off with pay, provided the employee has completed 3 months or more continuous service. If because of legal, landlord or other requirements an employee is required to change residents on a working day, the Company co-operates by providing a day off with pay. One day off with pay in a twelve month period is allowed for this purpose
- 19.06 An employee shall be granted a day off with pay in order to attend their Canadian citizenship proceedings.

**ARTICLE 20**  
**BEREAVEMENT LEAVE**

- 20.01 An employee shall be allowed three days with pay, if scheduled to work, in the event of death in the immediate family, i.e. brother, sister, spouse, parents, parent-in-law, child, son-in-law, **daughter-in-law**, grandparent, or grandchild or other relative living in the home of the employee. Time off shall not extend beyond two days of the funeral.
- 20.02 Employees shall be allowed one day off with pay for the purpose of attending the funeral of the employee's aunts, uncles, **brother-in-law** or sisters-in-law.
- 20.03 At the Company's discretion, an employee shall be allowed one day with pay where the deceased is not an immediate member of the **family**, but the relationship is close enough, and the attending circumstances such as to justify payment.

**ARTICLE 21**  
**GENERAL CLAUSES**

- 21.01 Employees shall be supplied with replacement of necessary tools, worn out,, broken or lost doing Company work, subject to the approval of their Manager.
- 21.02 Clothing destroyed or damaged by other than normal use in the course of employment shall be replaced or repaired by the company. For those who have company issued clothing a cleaning allowance will be given.
- 21.03 Employees temporarily transferred from their normal base of operations to another shall receive travelling time allowances for such period. Any additional travel expenses shall be paid as per the Transportation Policy Manual.
- 21.04 Supervisors shall not perform work normally performed by employees in the bargaining unit unless it is for either of the following reasons:
- (i) When instructing, assisting or training employees.
  - (ii) When an emergency occurs and it is necessary for the supervisor to act for the safety of personnel, safety of equipment, and the continuation or prompt restoration of operation.
- 21.05 Non-consecutive fifteen-minute break period(s) shall be allowed to all employees on each shift..
- 21.06 All licenses or certifications required to perform their normal duties shall be reimbursed by the Company.
- 21.07 Where specific footwear is required by the company as part of a uniform, the footwear will be provided by the company.

## ARTICLE 22 HOURS OF WORK

22.01 Those employees in the classification of **HVAC** technician, **HVAC** apprentice, the hours of work (exclusive of meal period) shall be based on a forty (40) hour work week, eight (8) hours per day, five (5) consecutive days per week.

Those employees in the classifications of **HVAC** technician, **HVAC** apprentice or Service technician shall follow the schedule provided in the Shift Addendum as follows:

October 1<sup>st</sup> to April 1<sup>st</sup> – Shift Addendum “A”  
April 1<sup>st</sup> to September 30<sup>th</sup> – Shift Addendum “B”

22.02 Those employees in the classification of Maintenance technician, Installer, or helper, the hours of work (exclusive of meal period) shall be based on a forty (40) hour work week, eight (8) hours per day, five (5) consecutive days per week

22.03 Those employees in the Clerical classifications, the hours of work (exclusive of meal period) shall be based on a thirty-five (35) hour work week, seven (7) hours per day, five (5) consecutive days per week

22.04 Shift Classifications for the purpose of determining shift differentials will be based on:

Day Shift	A shift that begins and ends between 7:00 am and 5:30 pm
Evening Shift	A shift that begins at or later than 12:00 noon
Night Shift	Shift that begins at or later than 5:30 pm but before 6:00 am

22.05 A) The shift differentials for all **HVAC** and Service Technicians shall be:

Evening Shift	5.5% of the <b>HVAC</b> Technician Hourly rate
Night Shift	8.0% of the <b>HVAC</b> Technician Hourly rate
<b>Saturday</b>	16.5% of the <b>HVAC</b> Technician Hourly rate
Sunday	Time and one half of the employees job rate with no additional shift premiums paid

B) The shift differentials for all Clerical classifications shall be:

Evening Shift	\$1.10
Night Shift	\$1.60
<b>Saturday &amp; Sunday</b>	\$1.75

22.06 The Union recognizes the requirement of maintaining quality customer service and will endeavor to cooperate with shift adjustments when required.

**ARTICLE 22**  
**HOURS OF WORK (Continued')**

- 22.07 Employees for reason of impairment of health may apply to be excused from shift work and/or callouts.
- 22.08 Shift premiums at the applicable rates will be paid for all hours worked and for vacations, floaters, lieu days and **authorized** absence days for all permanent shift employees
- 22.09 It is understood that there will be a standby requirement for emergency calls outside of the shift schedule. Standby will be staffed by volunteers from those qualified to do the work. In the event that stand by requirements can not sufficiently staffed with volunteers, the company may assign an employee. to the standby shift. Standby will be distributed as evenly as possible, and the principle of seniority shall apply.
22. IO Standby pay shall be **100%** of one hour at the **HVAC** technician rate for each standby shift. Standby pay for a public holiday shall be **200%** of one hour at the **HVAC** technician rate.
- 22.11 A) Those employees in the Classification Customer Service Representative will be governed by Hours of Work in Appendix "A,"
- B) Those employees in the Classifications Retail Salesperson will be governed by Hours of Work in Appendix "B"
- 22.12 It is understood that the preferred shift shall be days and will be made available as frequently as possible

**ARTICLE 23**  
**OVERTIME**

- 23.01 All employees whose basic work week is **35** hours shall be paid overtime in excess of the regularly assigned hours in any one day or one week on the basis of the regular rate of pay (straight time) calculated on an hourly basis, for the first five hours in a week and double time thereafter.
- 23.02 All employees whose basic work week is **37.5** hours shall be paid overtime in excess of the regularly assigned hours in any one day or one week on the basis of the regular rate of pay (straight time) calculated on an hourly basis, for the first two and one half (**2½**) hours in a week and double time thereafter.
- 23.03 All employees whose basic work week is **40** hours or more shall be paid overtime in excess of the regularly assigned hours in any one day or one week at the rate of double time calculated on an hourly basis.
- 23.04 Shift premiums or change of routine premiums will not be applied when calculating overtime.
- 23.05 Employees who are required to work 3 or more consecutive hours will be allowed **\$8.50** for a meal and for each successive four (**4**) hours overtime an additional **\$8.50** for a meal.
- 23.06 Employees who work three and one half or more hours overtime that is not continuous with their regular work period will be allowed **\$8.50** for a meal and for each successive four hours overtime an additional **\$8.50** for a meal.
- 23.07 Any employee called out after the regular scheduled day will be guaranteed a minimum of three hours at the applicable rate. Employees called upon to work two (**2**) shifts in any twenty-four (**24**) hour period shall be paid at overtime rates for the second shift, unless second shift be called for by their regular work schedule, in which case it shall be paid for at straight time.
- 23.08 Overtime work shall be evenly distributed among those normally performing the same kind of work as far as possible. Overtime work will be done on a voluntary basis as far as possible.

**ARTICLE 23**  
**OVERTIME** (Continued)

- 23.9** The Company shall make every effort to ensure that:
- A)** an employee shall not be required to work in excess of eight (8) hours overtime continuous with his/her regular shift.
  - B)** an employee will have eight (8) hours off between shifts.
- 23.10** Employees "called out" to work will be paid an allowance for travelling time from leaving home to arriving on the job at the overtime rate of double time.
- 23.11** Employees temporarily transferred to another position will be governed by the regularly scheduled hours of work of the new position. Overtime rates will be paid only for those hours worked in excess of aforesaid schedule.
- 23.12** Employees may bank their overtime for future time off rather than receive monetary compensation according to the following guidelines: These are guidelines that may be amended with mutual agreement.
- A)** Overtime banks will be calculated to the equivalent time earned for time off. The banked overtime shall not exceed **24** hours at any given time.
  - B)** Employees can request a maximum of one working day off or a minimum of half a day.
  - C)** Time off arrangements are by mutual agreement between the employee and the supervisor.
  - D)** Supper money will be paid when entitled at the time the overtime is worked.
  - E)** Payout of banked overtime will occur when an employee changes jobs, is terminated or the day prior to each contract anniversary of the collective agreement.

**ARTICLE 24**  
**DISCIPLINARY ACTION**

- 24.01 An employee will not be disciplined in a manner involving a suspension or dismissal without a fair and impartial hearing at which the employee shall have the assistance of up to three union representatives who shall be allowed to offer such arguments as they desire in **defense** of such employee. Union representatives will be given as much notice as is possible under the circumstances.
- 24.02 In the case where an employee is dismissed or suspended for cause, the Company shall, within two (2) working days notify the Union in writing, giving the reasons for such actions, their extent and intended duration.
- 24.03 An employee with seniority claiming unjust discharge or suspension may submit a grievance within seven (7) calendar days of the imposition of the discipline. Such grievance shall commence at step 3 of the grievance procedure.
- 24.04 The Company and the Union by mutual agreement may waive the time limits provided in the above section.
- 24.05 If a reprimand or notation is placed on an employee's record the employee shall receive a copy of the reprimand or notation and the Union will be promptly notified.
- 24.06 A notation placed on an employees file shall be removed after two (2) years provided no further notations have been placed on the file.

**ARTICLE 25**  
**GRIEVANCE PROCEDURE**

- 25.01 A grievance may arise only from a dispute concerning the interpretation, application, and administration of alleged violation of this agreement. An earnest effort will be made on the part of both parties to settle such a grievance promptly through the following steps.
- 25.02 Step 1. If an employee has a grievance, the first step is to advise the appropriate supervisor within five working days of the employee being aware of the act originating the grievance and if desired may have the assistance of a steward. If a settlement is not arrived at within three working days the employee may proceed to the next step.
- 25.03 Step 2. The grievance will be submitted in written form to the employee's Manager by the employee and a Steward. The Manager will respond in writing within seven (7) working days.
- 25.04 Step 3. An appeal from that decision may be made in writing within seven (7) working days by the Union. Both parties agree that upon request by either party for a meeting that such a meeting shall take place within ten (10) working days. The Company will give its decision in writing within ten (10) working days after the date of such meeting. If the decision does not bring a satisfactory settlement of the grievance, either party may refer it to arbitration.
- 25.05 The Company and the Union by mutual agreement may waive the time limits provided in the above steps.
- 25.06 If the Company or the Union has a policy concerning an alleged violation of this Agreement, the complaint shall be lodged in writing starting at Step 3.

**ARTICLE 26**  
**ARBITRATION**

- 26.01 Failing agreement through the above procedure, either party may then submit the matter to arbitration within a period of twenty days.
- 26.02 A Board of Arbitration shall be composed of one nominee of the Company, one nominee of the Union, and a third person who shall act as Chairperson on the joint recommendation of the two nominees. In the event of failure to agree upon a Chairperson an application shall be made to the Minister of Labour for Ontario. Each party will bear the expense of its own nominee and the parties will jointly share the expenses, if any, of the Chairperson. No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance. It is agreed that the decision of the Board of Arbitration shall be final and binding upon the Company and the Union.
- 26.03 Should the Company and the Union agree, this provision shall not **preclude** the appointment of a single impartial arbitrator. Such arbitrator to be selected by mutual agreement of the parties.
- 26.04 It is agreed that the Board of Arbitration shall not have any authority or jurisdiction to alter this Agreement or to deal with any matter not covered by this Agreement.



**ARTICLE 27**  
**CLASSIFICATIONS & RATES OF PAY – Effective October 1, 1999**

27.01 Effective March 31, 2000 all non-temporary employees will receive two (2) percent of **base pay** in the form of a lump sum payment.

**27.02 Technical Classifications**

Classification	Initial Rate
HVAC Technician	\$24.25
5 <sup>th</sup> year HVAC Apprentice	80% of the HVAC Technician Rate
4 <sup>th</sup> year HVAC Apprentice	70% of the HVAC Technician Rate
3 <sup>rd</sup> year HVAC Apprentice	60% of the HVAC Technician Rate
2 <sup>nd</sup> year HVAC Apprentice	50% of the HVAC Technician Rate
1 <sup>st</sup> year HVAC Apprentice	40% of the HVAC Technician Rate
Service Technician I	\$23.43
Service Technician II	\$22.17
Service Technician III	\$20.56
Maintenance Technician	100% of the Maintenance Task Rates
Installer	65% of Task Rate
Helper	35% of Task Rate

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**27.03 Task Rates**

Installations	Rate	Standard
Mid Efficiency Furnaces	\$150	Install new/exchange existing furnace, box put in place and reconnect existing venting and piping up to 6ft of each. Reconnect duct work
B-Vent	\$25	Install "B" vent from furnace to base of chimney up to 10ft
Chimney Liner	\$35	Install, tie-in and cap liner through existing chimney
With NC (re & re)	\$70	Replace existing A/C unit with new unit outside unit and /or "A" coil
With A/C (new)	\$85	Install new A/C unit including all linesets
Hi-Efficiency Furnaces	\$175	Install new/exchange HB to HB with existing vent and gas pipe up to 6ft of each, reconnect duct work
	\$35	HB to LB additional duct work up to 10 ft
	\$35	HB to HB, mid to hi efficiency exchange
	\$35	vent change, install new or replacement of existing ABS/PVC up to 25ft per run
With A/C (re & re)	\$95	Replace existing A/C unit with new unit, outside unit and/or "A" coil

**ARTICLE 27**  
**CLASSIFICATIONS & RATES OF PAY**  
(Continued)

With A/C (new)	<b>\$120</b>	Install new A/C unit including all necessary <b>linesets</b>
Mid Efficiency Boilers	<b>\$140</b>	Straight exchange, reconnect all water lines, gas piping, <b>duct</b> work and venting to a total of <b>10ft</b> each
	<b>\$280</b>	New installation. Connect all water lines, gas piping, duct work and <b>to a total of 25ft per item</b>
High Efficiency Boilers	<b>\$160</b>	Straight exchange, reconnect all water lines, gas piping and venting to a total of <b>10'</b> per item.
	<b>\$280</b>	New installation, connect all water lines, gas piping and venting to a total of <b>25ft</b> per item.
Air Conditioning	<b>\$120</b>	Install new A/C including all <b>linesets</b>
Fireplaces	<b>\$175</b>	installations of insert or direct vent fireplace
	<b>\$55</b>	Install <b>Vissan</b> surround
	<b>\$70</b>	Install <b>Vissan</b> surround with vent concealer
	<b>\$55</b>	Mantel installation
Pool heater	<b>\$105</b>	Installation of new/or replacement of existing
Space Heater	<b>\$140</b>	Basic installation up to <b>20'</b> of piping and venting
Waterheaters		All rates for waterheaters include a total of <b>40</b> linear feet of gas piping, water piping and venting.
<i>Conventional</i>	<b>\$160</b>	Other to Gas
	<b>\$65</b>	Gas to Gas-No vent change
	<b>\$80</b>	Gas to Gas -Vent change
<i>Power Vent</i>	<b>\$160</b>	Other to Gas
	<b>\$70</b>	Gas to Gas-no vent change
	<b>\$110</b>	Gas to Gas-vent change
<i>Direct Vent</i>	<b>\$180</b>	Other to Gas
	<b>\$90</b>	Gas to Gas-No vent change
	<b>\$120</b>	Gas to Gas - Vent change
Maintenance	<b>\$25</b>	Furnace cleanings
	<b>\$45</b>	Boiler cleanings

**ARTICLE 27**  
**CLASSIFICATIONS & RATES OF PAY (Continued)**

Misc Installations	\$35	Hole in wall for dryer vent
	\$90	Range hood installation
	\$60	Humidifier installation -flow through
	\$65	Air Cleaner installation
	\$35	Direct vent roof termination
	\$35	BBQ assembly
Duct Work	\$4.00/ft	Install and hook up duct work over set allowances up to 1"
Gas Piping	\$2.00/ft	Installation of addition gas piping over set allowances up to 1'
	\$50	Short connects
	\$80	Long connects up to 20' combination of gas piping and vent pipe
	\$60	Connect up to 10' outside piping 1/2" and 1"
<b>ABS/PVC Piping 2"</b>	<b>\$1.50/ft</b>	Install additional piping
<b>3"</b>	<b>\$2.00/ft</b>	

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**27.04 Clerical Classifications**

	Start	6 mths	12 mths	18 mths	24 mths	30 mths	36 mths
Range	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
1	\$ 13.53	\$ 14.20	\$ 14.87	\$ 15.54	\$ 16.20	\$ 16.87	\$ 18.00
2	\$ 15.51	\$ 16.26	\$ 17.01	\$ 17.76	\$ 18.51	\$ 19.26	\$ 20.01
3	\$ 17.31	\$ 18.10	\$ 18.88	\$ 19.67	\$ 20.45	\$ 21.24	\$ 22.02

**27.05 Application of Clerical Rates**

- A) Employees who are the successful applicant to a position with a higher range will have their rate of pay moved to the next highest step rate in the higher range
- B) Employees who are the successful applicant to a position with a lower range, will have their rate of pay moved to a lower range in the same step
- C) Employees who transfer to Consumersfirst as per the transition agreement, will have their rate of pay red-circled until such time as the actual rate of the position catches up to their rate or until such time that they post out of that position

**ARTICLE 27**  
**CLASSIFICATIONS & RATES OF PAY (Continued)**

**27.06 Clerical Ranges**

<b>3</b>	Material Centre Rep Stockkeeper Shipper/Receiver
<b>2</b>	Home improvements Coordinator Coordinator Mdse Purchasing Financial Reporting Clerk District Admin Clerk Reporting Clerk M&L Coordinator Team Leader Home Improvements Mkts
<b>1</b>	Accounts Payable/Receivable Inventory Control Delivery Administrative Lead Management Admin Coordinator

**27.07 Retail Sales Representative**

**Commissions Structure**

Base Salary \$11,200	
Commission	incentive % of Total Sales
15% of ESP	
4.5% of Fireplaces	\$600,000 – 799,999 = .4%
2.5% of BBQs	\$800,000 – 999,000 = .6%
3.0% of Whitegoods	\$1,000,000 + = .75%
2.5% of installations	

- The company reserves the right to adjust commissions for special sales or designated promotions

**ARTICLE 27**  
**CLASSIFICATIONS & RATES OF PAY (Continued)**

**27.08 Customer Service Representative**

	Step	Rate	Performance Pay
1		\$13.16	0
2		\$13.16	\$1,000
3		\$13.80	\$1,000
4		\$14.44	\$1,000
5		\$15.09	\$1,000

- A) Step progression every 6 months.
- B) New hires are not eligible for performance pay for the first six (6) months of employment.
- C) **Performance** pay will be based on individual and department targets. It will be paid out quarterly, to a maximum of \$1,000 per year. At least 95% of all eligible **CSR's** will receive performance pay.



APPENDIX "A"  
CALL CENTRE **REPRESENTATIVE** (Continued)

New employees, and employees returning from Leave of Absence will be integrated to an existing shift bid until the next general shift bid is initiated.

All employees must participate in the choice of shifts. Those employees who do not exercise their choice will have shifts assigned.

Variable Hour classification shall have a separate shift list.

Overtime

All employees whose basic work week is thirty seven and one half (37½) hours shall be paid overtime in excess of the regularly assigned hours in any one day or one week at the overtime rate of time and one (1½).

Full time employees who work outside their regular assigned hours in any **one**-day or outside their regularly assigned number of days in any one-week shall be paid for such time at the rate of time and one half (1½). An employee working on regular day(s) off may request and be given equivalent time off without pay in lieu thereof.

All Variable hour employees will be paid the overtime rate of time and one half (1½) for all hours above forty (40) per week.

APPENDIX "B"  
SPECIAL TERMS AND CONDITIONS FOR  
RETAIL SALES REPRESENTATIVE

Hours of Work

General

Sales Representatives working at the National Home Show and the Mississauga Home Show shall receive forty (40) dollars per day for expenses.

Full salary will refer to the previous year's commissions divided by the number of days worked plus basic pay.

Employees who had no days worked in the previous year will be paid the average full salary as per formula.

Formula:      Commissions / (52x5)  
                  Less  
                  Vacation  
                  Statutory holidays  
                  Sickness  
                  Compassionate leave  
                  Workers compensation  
                  Marriage leave  
                  Bereavement leave  
                  Jury Duty  
                  Union Business leave  
                  Time Not Employed

**APPENDIX "C"**  
**SPECIAL TERMS AND CONDITIONS FOR**  
**INSTALLER/HELPER**

It is understood and agreed that the following special terms and conditions apply only to employees in the Installer/Helper classifications. It is further agreed that the parties will meet no later than March 31, 2000 to review the volume of installation work being performed and, the ability of the company to attract and retain qualified employees in these classifications.

**1. Task Rates of Pay**

Employees in these classifications will be paid task rates of pay in accordance with the schedule contained in Article 27.

**2. Down Time**

- A) Availability of Work - It is the intent of the Company to hire sufficient staff to meet the demands of the installation business. The Company will make every effort to ensure work is made available to these employees on an ongoing basis
- B) Training, Meetings, Sick days, Bereavement Leave and Jury Duty – Subject to the criteria contained in the collective agreement, employees in these classifications who are in training, attending a meeting, are sick, entitled to bereavement leave or jury duty will receive pay based on the following flat daily amounts

Installer	Maintenance Technician	Helper
<b>\$160.00 per day</b>	<b>\$100.00 per day</b>	<b>\$84.00 per day</b>
<b>\$ 80.00 per ½ day</b>	<b>\$ 50.00 per ½ day</b>	<b>\$42.00 per ½ day</b>

**3. Vacation**

- A) Pay – Vacation pay will be paid out at the applicable rate, in the current year, in each pay period
- B) Time Off – Each employee will be required to take at least two (2) weeks off as per the vacation schedule, however the rest of the entitlement will be voluntary, as per the Vacation Schedule

**APPENDIX "C"**  
**SPECIAL TERMS AND CONDITIONS FOR INSTALLER/HELPER (Continued)**

**4. Statutory Holidays**

- A) Pay – Will be based on the current legislated standard of the “thirteen (13) week average”
- B) Time Off-Will be as per the collective Agreement

**5. Floater Days**

- A) Pay -Will be paid out at the applicable percentage rate, in the current year, in each pay period
- B) Time Off – There will be no time off (not mandatory) however if time of is requested and approved the corresponding time off will be without pay

**6. Hours of Work**

The hours of work will be Monday to Saturday **8:00AM** to **6:00PM**, Five consecutive days per week

**7. Union Dues**

Union dues will be deducted on a weekly basis based on the applicable percentage rate

**8. Task Work**

**HVAC** Technicians who are required to do installation work will be paid their current hourly rate of pay.

**HVAC** technicians or Service Technicians who become installers will be covered by the Appendix **"C"**.

**LETTER OF UNDERSTANDING # 1  
DRIVER'S LICENCE**

In the event that an employee who requires a valid driver's licence to carry out normal job duties loses their licence for a period of time, the Company will attempt to provide reasonable accommodation to such an employee. If no reasonable accommodation is possible, the employee will be placed on leave of absence without pay.

The affected employee has three (3) principal responsibilities throughout:

1. to advise their manager of any Highway Traffic Act violation where operating a company vehicle and advise their manager of a potential loss of licence' and the time frame thereof,
2. to provide sufficient documentation of the loss, and
3. to advise the Company at least **30** days prior to the estimated date of return of licence.

The specifics of each case will be discussed with the Local Union President as soon as possible.

LETTER OF UNDERSTANDING **#2**  
GROWING THE BUSINESS

The company is committed to successfully growing it's competitive sales and services business with our own employees in our franchise area. Inherent in this commitment is the belief that providing exceptional customer service is critical to our success and that the most effective way to deliver this service is through dedicated and enthusiastic employees who are personally committed to our service goals and values.

## LETTER OF UNDERSTANDING #3 EMPLOYEE SECURITY

The company will continually need to change in order to pro-actively respond to changes in our business environment. The company **recognizes** that these changes impact employees and are committed to working with the Union to assist employees to adapt to these changes and to provide them with enhanced personal security. The company **recognizes** that enhancing personal security facilitates enhanced employee contribution and satisfaction.

This commitment includes but is not limited to: providing timely and full information on anticipated and planned changes; providing access for **all** employees to training which assists them in dealing with change and in career planning, redeployment processes to ensure best efforts are made to move employees whose positions have been eliminated into new roles; severance for employees whose jobs have been eliminated and for whom no redeployment option is available, and access to training to assist in future job search if required.

## LETTER OF UNDERSTANDING #4 INVOLVEMENT PHILOSOPHY

### Business Imperative For Involvement

We, the Union and Management, jointly **recognize** that the future success of our business is tied directly to the individual and collective actions of our employees. To be successful in a rapidly changing environment, we will need all employees to take personal accountability for helping us identify how we need to change and for implementing the changes that need to be made. If we are successful in focusing the knowledge, commitment and contribution of all employees to making changes we will succeed against the competition.

### Beliefs About Involvement

We believe that employees at all levels of our company have valuable insights to contribute to our change efforts and that through involving them and their union in the company's change process we will make better decisions and achieve a higher rate of implementation success. We further believe that employees want to contribute to making our company successful.

We **recognize** that employees who **understand** the rationale for change, the vision for the future, and who are involved in defining the path to get there are more likely to support the changes, than those who were not involved. We further believe that investing in involvement at the beginning of the change process will result in less investment **at** the end of the process in overcoming resistance to the changes.

We **recognize** that in the current business environment we must have the **organization capability** to make sound change decisions quickly and then execute them quickly. Our involvement processes must facilitate the achievement of both of these objectives. This will require us to design and implement a variety of involvement approaches that reflect the scope and impact of the changes that need to be made.

### Beliefs About Work Environment That Facilitate Involvement

We **recognize** that to **maximize** employee involvement and contribution we must be relentless in creating a work environment where:

- business information is shared with employees at all levels
- the potential of all employees is **recognized**, stimulated and developed
- ideas are valued
- collaboration, trust and mutual respect are fostered
- individual and group successes are celebrated

LETTER OF UNDERSTANDING #4  
INVOLVEMENT PHILOSOPHY (Continued)

Results Of An Involvement Strategy

Involvement processes create opportunities for employees to take personal accountability for contributing to the success of the organization.

By involving all employees and their union in our change processes we will increase employee resilience to change and their confidence that all future changes can be successfully navigated. We will also allow opportunities for employees to create a better work experience for themselves. This, in turn, will create a workforce that is energized, personally committed to contributing to our collective success and fulfilled by their contribution to this success.

**LETTER OF UNDERSTANDING #5**  
**PHILOSOPHY STATEMENT RE: LEARNING AND DEVELOPMENT**

The parties have identified a common interest in developing a learning strategy that will ensure the economic viability of both employees and the company by working in a co-operative manner while taking into account the interests of all stakeholders.

Whereas employees respond differently to certain situations, the broadest possible platform for learning must be established so that they can feel the highest degree of security as they undergo training for the jobs of the future. At the same time and not exclusively, the company must be able to maximize the return on their investment in training that is tied to solving business issues.

Continuous learning can be viewed as a requirement under two distinct situations. Firstly, ongoing enhancement of skills and **competencies** that are directly required to perform the tasks associated with current jobs and **recognizing** that tasks and skills continuously evolve. **Secondly and** whereas it is agreed that learning is a life long experience, there is the development of skills that enhance and employee's future employability and their personal need for growth. The employee and the company have a shared accountability for achieving success in both areas.

The Company will create an atmosphere for learning through a strategic training plan and will ensure that quality training is made available to all employees on company time and at company expense. Further, this training will be viewed as part of a development **process and** as such, measures will be put in place to gauge it's effectiveness. Employees caught up in the changing nature of the workplace will, whenever possible, receive retraining as part of an overall redeployment strategy.

It is expected that employees will upgrade work-related skills and personal development at their own pace. This may include courses, seminars or other learning methods for which they receive financial support only. It is **recognized** that in not all cases will the new skills enhance an employee's progression in the company, but where relevant, they will be given consideration through in-house recruiting opportunities.

This philosophy statement is designed to set guidelines for the timely and effective delivery of training. When formally agreed to, the company will communicate this philosophy to all employees and take steps to **ensure equitable** access

**LETTER OF UNDERSTANDING #6**  
**CONSUMERSFIRST INCENTIVE COMPENSATION PROGRAM**

It is understood and agreed that a Consumersfirst incentive compensation program will be introduced January 1, 2000 for the fiscal year of January 1, 2000 to December 31, 2000. The incentives will be paid out to the non-temporary employees on payroll as at December 31, 2000, in March of 2001, based on the achievement of corporate targets established at January 1, 2000.

During the term of this agreement, one (1) percent of base income will be paid as a lump sum to employees in March 2001 if corporate targets are achieved. If threshold targets are not met, no payout will be made. The payout will be based on the employee's rate as of December 31, 2000. Employees hired during January 1, 2000 to December 31, 2000 will have their payment pro-rated for partial and total month's work during January 1, 2000 to December 31, 2000.

Corporate targets will be established in the areas of financial performance (cost and revenue), safety, customer satisfaction, and employee satisfaction (as measured through an employee survey index). All corporate targets will be aligned with the corporate targets that are included in the incentive programs for the Company's senior managers and supervisor staff.

SHIFT ADDENDUM "A"  
WINTER SCHEDULE

Shifts will be on a rotation basis as per the following shift schedule

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Week 1	1500-2300	1500-2300	1500-2300	1500-2300	1500-2300	1500-2300	1500-2300
Week 2	off	off	0800 -1630	0800 -1630	0800 -1630	off	Off
Week 3	0800 -1630	0800 -1630	0800 -1630	0800 -1630	0800 -1630	off	off
Week 4	0800 -1630	0800 -1630	0800 -1630	0800 -1630	0800 -1630	off	off
Week 5	1500-2300	1500-2300	1500-2300	1500-2300	1500-2300	0800-1630	0800-1630
Week 6	off	off	0800 -1630	0800 -1630	0800 -1630	off	off
Week 7	0800 -1630	0800 -1630	0800 -1630	0800 -1630	0800 -1630	off	off
Week 8	0800 -1630	0800 -1630	0800 -1630	0800 -1630	0800 -1630	off	off
Week 9	0800 -1630	0800 -1630	0800 -1630	0800 -1630	0800 -1630	off	off
Week 10	1500-2300	1500-2300	1500-2300	1500-2300	1500-2300	0800-1630	0800-1630
Week 11	off	off	0800 -1630	0800 -1630	0800 -1630	off	off
Week 12	0800 -1630	0800 -1630	0800 -1630	0800 -1630	0800 -1630	off	off
Week 13	0800 -1630	0800 -1630	0800 -1630	0800 -1630	0800 -1630	off	off

**Note:**

1. General holidays will be staffed as Sundays.
2. No floaters, vacation days, lieu days or banked days when "on shift" unless mutual switch is arranged by the employee
3. Schedule can be retarded by + or - one based on mutual agreement

## SHIFT ADDENDUM "B" SUMMER SCHEDULE

Shifts will be on a rotation basis as per the following shift schedule

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Week 1	off	off	0800-1800	0800-1800	0800-1800	0800-1800	off
Week 2	0800 -1630	0800 -1630	0800 -1630	0800 -1630	0800 -1630	off	off
Week 3	0800 -1630	0800 -1630	0800 -1630	0800 -1630	0800 -1630	off	off
Week 4	0800 -1630	0800 -1630	0800 -1630	0800 -1630	0800 -1630	off	off
Week 5	0800 -1630	0800 -1630	0800 -1630	0800 -1630	0800 -1630	off	off
Week 6	0800 -1630	0800 -1630	0800 -1630	0800 -1630	0800 -1630	off	off
Week 7	0800 -1630	0800 -1630	0800 -1630	0800 -1630	0800 -1630	off	off
Week 8	off	off	0800-1800	0800-1800	0800-1800	0800-1800	off
Week 9	0800 -1630	0800 -1630	0800 -1630	0800 -1630	0800 -1630	off	off
Week 10	0800 -1630	0800 -1630	0800 -1630	0800 -1630	0800 -1630	off	off
Week 11	0800 -1630	0800 -1630	0800 -1630	0800 -1630	0800 -1630	off	off
Week 12	0930-1800	0930-1800	0930-1800	0930-1800	0930-1800	off	off
Week 13	0800 -1630	0800 -1630	0800 -1630	0800 -1630	0800 -1630	off	off

Note:

1. General holidays will be staffed as Sundays.
2. No floaters, vacation days, lieu days or banked days when "on shift" unless mutual switch is arranged by the employee
3. Schedule can be retarded by + or - one hour based on mutual agreement

LETTER OF INTENT  
HOURS OF WORK

It was discussed and understood that joint committee(s) would be established to determine the operating shifts for the Clerical and Retail salespersons Classifications. The recommendations of the committee(s), will be presented to the Bargaining Committee(s) for concurrence.

It is **recognized** that the preferred shift shall be days and made available as much as possible.

LETTER OF INTENT  
LOCAL UNION PRESIDENT

It is understood and agreed that the Company will continue to **recognize** and conduct business with the President of **C.E.P.** local **975**. As such, **90%** of his salary will continue to be paid for by the Company.

LETTER OF INTENT  
CALL CENTRE STAFF

It is understood **and** agreed that approximately sixty (60) percent of the CSR's in the Call Centre will be permanent full time employees