

COLLECTIVE AGREEMENT

BETWEEN



UNIFOR
theUnion | lesyndicat

AND ITS LOCAL 144

AND



January 17, 2019 - January 16, 2023

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ARTICLE 1 - PURPOSE

The purpose of this Agreement shall be:

1.01 Purpose

To establish wage rates, hours of work, and other working conditions as outlined in the contract.

1.02 Settlement of Disputes

To provide a method for settlement of disputes and grievances of employees covered by this Agreement.

1.03 Efficient Operations

To promote an efficient operation and harmonious relations.

1.04 Human Rights Code

The parties to this agreement agree that there shall be no discrimination within the context of the Human Rights Code of the Province of Manitoba therefore both parties are committed to providing a workplace free of discrimination and harassment. A joint policy which will form part of this agreement will be provided to all employees.

ARTICLE 2 - CLARIFICATION OF TERMS

2.01 Employee

In the agreement gender specific language shall be used throughout. Wherever the words "employee" or "employees" appear, it shall mean any person or persons covered by this Agreement.

ARTICLE 3 - UNION RECOGNITION

3.01 Sole Bargaining Agent

The Company recognizes the Union as the sole bargaining agent of its employees, a unit consisting of all employees employed by Princess Auto Ltd. located in Winnipeg, except sales staff, office staff, security staff, watchmen, leaders, those above the rank of leaders and those excluded by the Act.

ARTICLE 4 - UNION SECURITY

4.01 Union Membership

As a condition of employment, all employees shall become and remain members of the Union, and the Company shall during the life of this Agreement, deduct as a condition of each employee's continued employment, the regular monthly dues, and assessments relating thereto which may be levied by the Local or National Union in accordance with by-laws, or the Constitution of the Union.

4.02 **Payment of Dues**

The Union dues shall be deducted on each pay period. The Company shall remit such deductions along with the names from which deductions were made, within ten (10) working days of the deductions to the Financial Secretary of the Union.

The Company will reimburse an employee any dues that have been deducted in error as long as the claim has been submitted to the Company before the last day of the calendar month in which the deductions were made. If the claim is made after the calendar month the Union will reimburse the employee.

The National portion of union dues shall be 0.735% of a workers regular wage with respect to regularly scheduled hours and the Local portion at 0.619%. Regular pay/wages includes, where applicable, but is not limited to vacation pay, holiday pay, jury duty pay, lead hand premiums, operator premiums, full paid leave compensation, paid absence allowance compensation, cost of living allowance, supplementary unemployment benefits or an equivalent lay-off benefit, pay in lieu of notice and accumulated overtime taken as straight time off. Regular pay/wages does not include overtime, shift, Sunday and holiday premiums, Workers Compensation benefits, relocation, termination or severance pay, pension, supplemental parental or maternity benefits.

The employer will furnish to the union on a bi-weekly basis a complete dues listing including: the names of all active and inactive employees, the amount of National and Local dues deducted for each employee, the relevant rate of pay and job classification for each employee, the number of hours upon which union dues were calculated, a reason should there be no deduction (i.e. WCB, layoff, etc.). The employer will provide a breakdown of those dues that belong to the National union and those that belong to the Local union, based on the two calculations outlined above. The dues can be paid on one cheque.

New employee(s) are required to pay a one-time initiation fee of \$15.00 after thirty (30) days of employment to be deducted from the second pay period of the month or the first available pay period, together with union dues.

The above dues deduction is governed by the Unifor National constitution and Local Union bylaws.

4.03 **Union Office Onsite**

The Company will provide the union committee access to one office that will be secured in the Distribution Centre with a telephone, desk and chairs and shall pay for phone service and internet.

ARTICLE 5 - RESERVATION OF MANAGEMENT FUNCTION

5.01 **Right to Manage**

It is the exclusive right of the Company to operate and manage the affairs in which it is engaged and to direct its working forces, to maintain the discipline and efficiency of the employees and to require employees to observe Company rules and regulations.

5.02 **Consistent with the Collective Agreement**

Such rights, without limiting the foregoing, include but are not limited to the right to hire, determine the job qualifications of employees, classify, promote, demote, transfer, lay-off, recall, test, to discipline, suspend or discharge for just cause; to determine the number of employees to perform the work; to contract and sub-contract work (provided employees covered by the certification do not lose jobs); to determine the products and equipment to be used in its facilities. The administration of the foregoing shall be consistent with the provisions of this agreement.

5.03 **Sunset on Discipline**

Disciplinary notices and written references to such will not be considered or used against a employee after twelve (12) months. Such notices shall be removed from the employee's file after the said twelve (12) month period, however depending on the nature of the alleged offence the Company and Union may agree on a lesser period.

ARTICLE 6 - SENIORITY

6.01 **Seniority Defined**

Seniority shall be defined as the length of an employee's service with the Company. New employees shall be on probation until they have worked four hundred and eighty (480) hours, during which time they shall acquire seniority.

6.02 **Seniority on Probation**

While on probation, an employee shall acquire seniority rights from his/her date of hire and may be dismissed for any reason, without access to the grievance or arbitration procedure.

6.03 **Seniority While Absent**

If an employee is absent from work because of accident, illness, lay-off, or leave of absence, they shall accumulate their seniority.

6.04 **Seniority Broken**

Seniority shall be broken and all rights forfeited when:

- a. an employee is dismissed by the Company for just cause;
- b. an employee voluntarily leaves the service of the Company;
- c. an employee fails to report for work on recall after lay-off in accordance with Article 7.02;
- d. an employee has been laid off and out of the employ of the Company for a period of fifteen (15) months.

6.05 **Seniority List**

The Company shall prepare and publish a Seniority List once each month, post same, and provide a copy to the Plant Chairperson and the Union.

6.06 **Seniority Application**

For the purposes of transfers within departments, selection of vacation schedules, shift preference, and lay-offs, subject to plant seniority, skills, ability, and qualifications.

6.07 **Seniority When Leaving the Bargaining Unit**

An employee who accepts a position with the Company outside of the Bargaining Unit will be allowed to return to the Bargaining Unit within three months of leaving, without loss of Bargaining Unit seniority, after which period all seniority shall be forfeited.

ARTICLE 7 - LAY-OFFS AND RECALLS

7.01 **Reduction of Staff**

When reducing staff or recalling laid-off employees, seniority shall prevail, providing the senior employee has the ability and qualifications as evaluated in a fair and consistent manner by the Company to handle the work to be performed. Up to 80 hours of training will be provided or as required.

7.02 **Recall**

When the Company recalls an employee who has been laid off, it shall notify such employee by Registered Letter addressed to the employee's last known address with a copy to the Plant Chairperson.

The employee concerned must contact the Company within five (5) working days upon receipt of such notice; but, if the employee does report within thirty (30) days showing good cause for having failed to contact within five (5) working days, the employee concerned shall return to work five (5) working days after they have shown good cause.

Good cause shall be: bereavement, sickness verified by the certificate of a medical practitioner, insufficient travelling time or accident.

7.03 **Address Updates**

It shall be the responsibility of the employee to leave their current address with the Company. The Company agrees to furnish to the Union, the names, addresses and wage rates on record of the employees in the Bargaining Unit, in alphabetical order, every 3 months.

7.04 **10 Days Written Notice**

The Company will give ten (10) working days written notice of all lay-offs. Failure to give 10 working days notice will not be subject to the grievance procedure. Where such time is not possible a minimum of five (5) working days written notice will be given, however, except in cases such as an "Act of God" (fire, flood, storm) no notice will be given.

7.05 **Inventory Count**

- (i) When the Distribution Division inventory count is scheduled during Christmas shutdown, any scheduling will be by seniority.

- (ii) Inventory count for the Distribution Division will be scheduled during the employee's normal hours of work. Non bargaining unit personnel may assist during this period; however, no employees of the bargaining unit will be affected by lay-off, loss of regular hours as a result of non bargaining personnel assisting in the count. Posting for inventory before non-bargaining people allowed to work.

ARTICLE 8 - PROMOTIONS AND VACANCIES

8.01 Vacancies and New Positions

Vacancies and new positions within the scope of this Agreement shall be posted on the bulletin board and employees shall be allowed five (5) working days in which to sign their name and advise People Resources that they wish to apply for such posting. Copies of the job posting shall be given to the Plant Chairperson upon posting.

The Company shall advise the Plant Chairperson in writing, of the successful applicant. Results of the successful applicant shall be posted within two (2) working days of a decision being made. In the event the job posting is cancelled, the Company shall advise the Plant Chairperson as to the reasons for its cancellation. An employee may elect to return to their former job or the Company may determine to return the employee to their former job in the event that they are unable to do the work within a period of 480 working hours. In the event that an employee elects to return to their former job or leadership returns the employee to their former job if they are unable to do the work within 480 working hours, it is understood that all employees involved in the job position/transfer would refer back to their former job.

8.02 Employees on Lay Off

Employees who are on lay-off or will be laid off shall be given an opportunity to transfer to other departments where work is available. They shall receive the rate applicable to the classification they have transferred to in accordance with their seniority standing. The employee shall return to their classification upon recall. No job postings shall occur except after those employees seeking a transfer are considered for the available work.

8.03 New Positions

Vacancies, new positions within the scope of this Agreement and transfers under 8.02 shall be filled by the senior applicant on the basis of ability and qualifications to perform work. Where ability and qualifications are comparable, the senior applicant will be selected.

8.04 Work in a Higher Classification

- a. When an employee is requested by the Company to perform work which is in a higher pay classification than normal work, the employee is to be paid at the higher rate for all hours worked in such classification. Any work performed in a higher classification can only be performed at the request of the immediate leader.
- b. When the Company requests an employee to work in a lower classification, the employee will continue to be paid at regular rate.

8.05 Employee Transfer

Should an employee be transferred by way of Job Posting to a higher classification, the employee shall receive the rate in accordance with their seniority standing as outlined in Schedule A and the successful applicant shall not be able to bid on any other classification for a period of four hundred and eighty (480) hours.

The bidding restrictions shall be lifted where no employee has applied for another posting which becomes available during the restriction period.

8.06 Job Descriptions

The Company shall file with the Plant Chairperson a master copy of all job descriptions within each classification. Such job descriptions shall be considered part of the collective agreement. The Company will involve the Union in reviewing, updating and creating new job descriptions when required.

8.07 Forklift Work Protected

Bargaining unit employees only will drive the forklift. The employees so operating must be certified, certification so required will be paid for by the Company. All employees so certified will be designated and their names will be posted in the work areas.

8.08 New Classifications

When the Company introduces a new classification during the life of the agreement the Company shall negotiate the wage rate with the union. Should a settlement not be reached, either party may refer the matter to an arbitrator for final determination.

ARTICLE 9 - GRIEVANCE PROCEDURE**9.01 General Membership Meetings**

The Union agrees not to call a meeting of its members who are employees of the Company during regular working hours which will interfere with the normal operations of the Company.

9.02 Grievance Definition

Any complaint, disagreement or difference of opinion between the Company, or the employees covered by the agreement which concerns the breach, interpretation or application of the terms and provisions of this contract, shall be considered a grievance. For the purpose of this article, the Plant Chairperson and/or Union representative shall be entitled to submit a grievance or grievances on behalf of an employee or group of employees. This Article recognizes that the Employer has the right to file a grievance in any case where the Union or one of its members is alleged to have violated the collective agreement.

9.03 Aggrieved Employees

An employee (except those on probation as defined in Article 6.01), who feels they have been aggrieved within the terms of Article 9.02 above may make their representations orally or in writing to the leader within seven (7) working days. In making such representation they will be accompanied and represented by a Shop Steward. If, within

five (5) working days from the time such representations were presented to the leader, a decision satisfactory to the employee is not given, then

9.04 **Notice in Writing**

Notice in writing requesting further consideration of the matter shall, within five (5) working days from the giving of the decision of the leader at Step 1 be given by the Grievance Committee to the Company Leadership. **A meeting will be held within 14 days of the Company receiving a request for further consideration**, at which time they will meet such Grievance Committee, represented by not more than three (3) members accompanied, if so desired, by an Officer of the Union. At such meeting, the representations presented at Stage 1 shall be considered. Every effort shall be made to settle such difference. The Company Leadership or its designated representative shall give the decision in writing on behalf of the Company within five (5) working days of the meeting.

9.05 **Arbitration Referral**

If the Grievance Committee and Leadership shall fail to arrive at a mutually satisfactory settlement, the matter shall be referred within ten (10) working days to Arbitration established in accordance with Article 10.

9.06 **Time Limits**

Time Limits may be extended by the mutual agreement of the parties in writing. Where time limits are not extended as set out above, the party in violation of the time limit shall be deemed to have abandoned the grievance and the party in keeping within the time limit shall have been deemed to have been granted the grievance. In such cases, such time limit violations will not prejudice the parties in future matters of the same or similar alleged violations.

ARTICLE 10 - ARBITRATION

10.01 **Notice to Arbitrate**

Should the grievance not be resolved either the Company or the Union will notify the other party of its desire to submit the matter to arbitration.

The party referring the grievance to arbitration shall submit three (3) names of possible arbitrators for the other party's consideration. If within 10 working days of the referral, the two parties have been unable to agree upon a mutually acceptable arbitrator, the Manitoba Labour Board will be requested to appoint an arbitrator.

10.02 **Jurisdiction**

No person shall serve as an arbitrator if that person is involved directly in the labour controversy under local consideration.

10.03 **Grievance referred to be in Written Form**

Grievances taken before the Arbitrator shall be submitted in writing and shall specify clearly the nature of the grievance.

10.04 Rules of Procedure

When the Arbitrator has been selected in accordance with this Article, they shall meet and hear the evidence of both sides and render a decision.

10.05 Collective Agreement to be Guiding Factor

The Arbitrator, in reaching a decision shall be governed by the provisions of this agreement and shall be final and binding on all parties concerned.

10.06 No Power to Modify Agreement

It is distinctly understood that the Arbitrator is not vested with the power to change, modify or alter this agreement in any of its parts.

The Arbitrator may, however, interpret the provisions of this agreement.

10.07 Expenses of the Arbitrator

It is agreed that the expenses of the Arbitrator shall be borne equally by the Company and the Union.

ARTICLE 11 - LEAVE OF ABSENCE**11.01 Maintenance of Benefits**

The maintenance of employee benefit plans during leave of absence for which there is no pay shall be conditional upon the by-laws of the plans concerned and may require payment of the full cost by the employee.

11.02 Reasons to be in Writing

Any employee requesting a leave of absence which shall not be unreasonably denied must apply in writing, stating the reasons, to the Senior Leader. The Senior Leader, upon making their decision, will advise the employee in writing, with a copy to the Plant Chairperson and the Union.

11.03 Union Leaves

Employees selected as delegates to attend labour conventions or union meetings or conferences in connection with the affairs of the union, upon giving seven (7) days notice, may be granted leave of absence without pay and not unreasonably denied, for a period not to exceed two (2) weeks. The Company reserves the right to limit the number of delegates to two (2).

11.04 Returning from a Leave

Upon returning to work after a leave of absence, the employee shall return to their former job classification, or, if their former job classification has become redundant, to other work which they are able to do in line with seniority.

11.05 Maternity/Parental Leave

An employee will be granted a leave of absence from employment and Princess

Auto will protect the employee's job for 78 weeks (approximately 18 months) during Maternity/Parental Leaves, including in those jurisdictions which provide for a shorter job protection period.

Parental Leave

An employee shall be granted a leave of absence from employment where the employee has or will have the actual care and custody of a newborn child in accordance with the Employment Standards Code.

Adoptive Leave

Where an employee commences legal proceedings to adopt a child or obtains an order for the adoption of a child, the employee is entitled to and shall be granted a leave of absence from employment in accordance with the Employment Standards Code.

An employee who wishes to resume employment on the expiration of leave granted in accordance with this section shall be reinstated by the Company in the position occupied at the time such leave commenced or in a comparable position with not less than the same wages and benefits.

Benefit coverage shall be maintained while on leave at no extra cost to the employee.

An employee shall not be dismissed or laid off solely because the employee is pregnant or has applied for leave.

The amount needed to qualify for Maternity and Parental Leave will be seven (7) months. However, should an employee have less than seven (7) months reasonable leave shall be provided.

An employee may end the Maternity/Parental Leave early by giving the Company written notice of at least two weeks or one pay period, whichever is longer, before the day they wish to end the leave.

11.06 Long Term Union Leave

The Company will grant an employee leave of absence in an official capacity for the Local or National Union. The employee must request the leave in writing which the Company must approve. The Company will continue wage payments for the employee and will forward a statement to the Local Union for reimbursement relating to all wages and benefits.

11.07 Employer Paid Bargaining

The Company will pay for all lost time during regular working hours at a straight time rate for collective bargaining up to and including the conciliation process.

11.08 No Break in Pay

The Company will continue wage payments for employees while on union business outside of the plant when confirmed by the Union and will forward a statement to the Local Union for reimbursement.

11.09 Emergency Leave Days

Emergency Leave days are designed to be a short leave to take care of family or personal needs.

The leaves are:

- i) Unpaid
- ii) Not to exceed three occurrences per annum with a maximum of eight hours per occurrence.
- iii) Eligible employees will have successfully completed the probationary period
- iv) There is no carryover of unused occurrences or hours

11.10 Birth of a Child

Employees will be granted two (2) working days paid leave of absence in the event of the birth of their child. The leave will commence at the employee's discretion when the mother either begins labour or gives birth.

ARTICLE 12 - STATUTORY HOLIDAYS

12.01 Statutory Holidays Defined

The following days shall be observed as paid holidays (a day off with pay):

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
New Years' Day	Jan 1 Tuesday	Jan 1 Wednesday	Jan 1 Friday	Jan 1 Saturday*
Louis Riel Day	Feb 18 Monday	Feb 17 Monday	Feb 15 Monday	Feb 21 Monday
Good Friday	April 19 Friday	April 10 Friday	April 2 Friday	April 15 Friday
Victoria Day	May 20 Monday	May 18 Monday	May 24 Monday	May 23 Monday
Canada Day	July 1 Friday	July 1 Wednesday	July 1 Thursday	July 1 Friday
Terry Fox Day	Aug 5 Monday	Aug 3 Monday	Aug 2 Monday	Aug 1 Monday
Labour Day	Sept 2 Monday	Sept 7 Monday	Sept 6 Monday	Sept 5 Monday
Thanksgiving Day	Oct 14 Monday	Oct 12 Monday	Oct 11 Monday	Oct 10 Monday
Remembrance Day	Nov 11 Monday	Nov 11 Wednesday	Nov 11 Thursday	Nov 11 Friday
Christmas Day	Dec 25 Wednesday	Dec 25 Friday	Dec 25 Saturday*	Dec 25 Sunday*
Boxing Day	Dec 26 Thursday	Dec 26 Saturday*	Dec 26 Sunday*	Dec 26 Monday
New Year's Day	Jan 1, 2023 Sunday*			

And any other day or portion of a day designated as a statutory holiday by the municipal, provincial, or Federal government.

*The Company agrees to provide a minimum of sixty days' notice to employees of the date of "in lieu" days where the statutory day falls on a regularly scheduled day off.

12.02 Observation

Statutory holidays shall be observed on days other than the calendar date when so legislated by **municipal, provincial, or Federal government.**

12.03 Employee's Required to Work

All work on a holiday will be on a voluntary basis. If an employee **volunteers** to work on a holiday, they shall be paid in addition to their regular pay one and one-half (1 1/2) times their regular rate for all hours worked on that day.

12.04 Holiday on an Employee's Work Week

When a statutory holiday falls in an employee's work week, the work week shall be reduced by eight (8) hours or the number of hours proclaimed to be observed in respect of such a week, and no employee shall suffer a reduction in take home pay. Employees working in excess of the reduced hours of work for that week shall be paid in addition to their regular rate of pay for the week, one and one-half (1.5) times for all such hours worked.

12.05 When Holiday Falls on a Non Work Day

When a statutory holiday falls on a non-working day, the employee is entitled to, and shall be granted, a holiday with pay on the working day immediately preceding or following the statutory holiday.

12.06 When Holiday Falls During Vacation

Should one or more Statutory Holidays occur during an employee's vacation, then the vacation shall be extended by the equivalent number of days.

12.07 Eligibility

Should an employee fail to work their last scheduled shift prior to and first scheduled shift following a General holiday, they shall nevertheless receive payment for the Holiday if such failure to work is because of

- a) Death in the immediate family,
- b) Absence with permission of the Company,
- c) Jury or Witness duty if they testify that day,
- d) Sickness or Accident upon disability to work, established by a signed statement from a Medical Doctor,
- e) Lateness of less than one (1) hour,
- f) Or a reasonable excuse for being absent for part or all of the shift.

ARTICLE 13 - ANNUAL VACATION**13.01 Annual Vacation Allotment**

Vacation with pay at regular rates or a fraction of the employee's total earnings, whichever is the greater, shall be granted on the following schedule:

- a. Less than 1 year: One (1) vacation day will be earned for each month worked, up to a maximum of ten (10) days;

- b. 1 year but less than 4 years 2 weeks entitlement (1-3 years)
- c. 4 years but less than 10 years 3 weeks entitlement (4-9 years)
- d. 10 years but less than 17 years 4 weeks entitlement (10-16 years)
- e. 17 or more years 5 weeks entitlement.

13.02 **No Accumulation**

Vacations cannot be accumulated from one year to another.

13.03 **Vacation Pay Payment**

Employees shall receive their vacation pay on a date not later than one (1) day previous to the date on which their vacations are scheduled to start.

13.04 **Payment Upon Termination**

If the employment of an employee is terminated, the Company shall pay them for any vacation time they have earned, in accordance with the Employment Standards Code of Manitoba.

13.05 **Vacation Cut Off**

The annual vacation cut-off for all employees shall be March 31. Employees with less than one (1) year service shall be entitled to one (1) day vacation for each completed month of service up to March 31, up to a maximum of two (2) working weeks.

13.06 **Vacation Lists and Scheduling**

A vacation list shall be submitted to the employees requesting them to indicate their preference as to vacation dates. Employees with the longest service with the Company will have priority. However, the Company may limit the number of employees on vacation in a department or job classification at any one time.

ARTICLE 14 - HOURS OF WORK

14.01 **Normal Hours of Work**

The normal hours of work shall be construed to mean eight (8) hours per day, Monday to Friday, inclusive with a deviation of a start-up time of one (1) hour from 7:00 a.m. and a closing down period of one (1) hour from 3:30 p.m.

14.02 **Advance Notice of Change**

The Company shall provide five (5) days written advance notice of any change in shifts.

Days	7:00 a.m. - 3:30 p.m.
Afternoons	3:00 p.m. - 11:30 p.m.
Midnights	11:00 p.m. - 7:30 a.m.

Shifts may have a deviation of a start-up time of one (1) hour from the start time and one (1) hour at a closing down period. Any said changes to the start or close-down time shall be posted five (5) days prior to any such change.

Once an employee's start time has been determined, it cannot be changed without notification and approval by the Company.

14.03 **Shift Premiums**

When the Company operates shifts employees required to work on those shifts shall be paid a Shift Premium as follows:

All hours worked between 6:00 pm to 6:00 am Sunday to Saturday will receive the following shift premium: \$0.95.

14.04 **Irreparable Damage**

The Company shall do everything possible in relation to any of the changes to alleviate any irreparable damage the employee may suffer because of such change.

14.05 **Requirement to Discuss with Union**

The Company agrees to enter into a discussion with the Union in respect of any changes, in its full entirety.

14.06 **Notice Period of Change**

All employees shall be given twenty-four (24) hours written notice of requested overtime. If twenty-four (24) hours notice is not given, employees who work a minimum of 2 hours overtime **shall be provided a meal by the Company**. The plant chairperson will receive a list of employees who are working overtime, on request.

14.07 **Rest Periods**

A fifteen (15) minute paid rest period shall be granted to all employees in the morning and fifteen (15) minutes rest period in the afternoon.

14.08 **Banked Overtime**

Employees who work overtime shall be allowed to bank their overtime at the appropriate overtime formula for equivalent regular time off to a maximum of eighty (80) hours.

Time off is to be mutually agreed between the employee and the Company. An employee wishing to use their banked overtime must give the Company two (2) business days notice in writing. If banked overtime is not taken within twelve (12) months, it will be paid out the following pay period.

The Company shall provide each employee on a semi-annual basis a printout of their banked overtime.

14.09 **Overtime is Voluntary**

(a) All overtime work shall be voluntary. All bargaining unit employees in the respective departments where the work is required who regularly perform the type of work required will be offered overtime on a seniority basis as set out below in parts (i) and (ii).

(i) Daily Overtime

Where overtime occurs on an employee's work day, the Company shall offer the overtime work to employees on shift and who work in the **classification** where the overtime is required. Such work shall be offered to and assigned pursuant to (a) above.

(ii) Day Off Overtime

Where employees are on a day off and called into work overtime, such employees shall only be called where they have indicated that they wish to be called in for overtime. Employees shall be required to indicate as such by signing an overtime availability form. Employees will be eligible for such overtime work provided they have the qualifications, ability and have performed the work in question successfully in the past. Employees shall be called in order of seniority

- (b) All overtime hourly rates shall be paid on the basis of all hours worked after eight (8) hours per day or 40 hours per week. Shift premiums will be paid when employees are required to work overtime.
- (c) The company shall exhaust all bargaining unit members where qualifications and ability to perform such overtime are met by the bargaining unit member(s) and will be offered on a seniority basis.
- (d) Where an employee accepts an overtime assignment, that employee is required to report for work on time and shall be treated just as regularly scheduled shifts; as it relates to an employee's obligation after accepting an overtime assignment.

14.10 Outside Work Premium

Employees who are required to work outside on a regular basis under adverse conditions shall receive a premium of seventy-five (\$.75) cents per hour.

14.11 Return to Former Position

An employee who has acquired seniority shall not lose such seniority because of accident, illness or leave of absence granted by the Company in writing. Seniority shall continue to accumulate during such absences. If upon their return to work they are unable to do the same type of work (supported through medical or the Disability Management Program), that they were doing prior to their absence, the Company agrees to pursue a reasonable accommodation for the employee. The job posting procedure shall be set aside to accommodate the disabled employee.

14.12 Refusal of Overtime Work

The Company and Union agree that the Company may assign non bargaining unit personnel to any overtime work which has been offered to bargaining unit employees in accordance to Article 14.09 which has been refused.

14.13 Protection of Bargaining Unit Work

Leadership personnel shall not perform work performed by employees in the bargaining unit except under the following circumstances:

- a) for training
- b) in situations of overtime as set out in 14.12
- c) at the request of a bargaining unit member
- d) to perform only developmental or experimental work on samples and prototypes
- e) with the agreement of the Divisional Shop Steward
- f) If an employee is absent for a short period of time of one (1) day or less, a leader is allowed to help out, providing no other employee in the same classification is available to perform the work. However, the Company shall make every reasonable effort to obtain an employee to perform the job. Should, as a last resort, it become necessary for the leader to do Bargaining Unit work, he will perform the work of the employee who is absent, as set out above.

ARTICLE 15 - SAFETY AND HEALTH

15.01 Provision of Healthy Working Environment

The Company shall make reasonable provisions for safety and health of the employees during working hours.

15.02 First Aid Kits

The Company shall provide sufficient first aid kits and keep them properly supplied.

15.03 Safety Committee

The Company and the Union shall establish a Safety Committee as required by provincial legislation.

15.04 Committee Structure

The Company and the Union agree to establish a Workplace Safety and Health Committee consisting of four (4) employees.

15.05 Paid Committee Training

Each member of the Workplace Safety and Health Committee must take sixteen (16) hours of paid educational leave annually or whatever the Provincial Legislation mandates, **whichever is greater**.

15.06 Committee Meeting Schedule

The Safety Committee members shall meet quarterly during regular working hours, or more frequently if, in the opinion of either co-chairperson, health and safety conditions so require. Minutes of the meeting shall be posted on the Bulletin Board and copies given to all committee members and a copy to the Union.

All safety committee members shall receive a Standard First Aid Certificate.

15.07 First Aid Room

A designated area will be set aside by the Company to house First Aid equipment

including first aid supplies, a stretcher and a folding cot.

15.08 Injury at Work

Employees suffering an industrial accident during the course of their employment shall be paid for the time lost for any visit to a doctor's office for medical attention on the day of injury. Should the employee be instructed not to return that day, the employee shall be paid for the balance of the shift not worked. For any time lost in excess of two (2) hours, the employee shall be required to furnish a doctor's certificate. Should the seriousness of any industrial accident necessitate outside transportation to a doctor's office or hospital, such cost of transportation for any employee shall be borne by the Company.

15.09 Inspector's Visits

The union co-chairperson or alternate and a Company representative shall be allowed to accompany government inspectors (health and safety or environment) on an inspection tour and to speak with the inspector.

15.10 An adequate first aid room will be provided in the Distribution Centre. There shall be valid certified First Aid Officers with CPR certificates on the payroll. The Company will ensure that no less than four (4) employees will be assigned to a shift and at least one of the employees will hold a valid First Aid certificate. Seniority rights will be waived if there is a scheduling conflict. If the shift is less than four (4) employees and no employee holds a valid certificate the Company will assign an employee or leader if the Company chooses to operate the shift.

ARTICLE 16 - NOTICE BOARDS

16.01 Notice Board

The Company agrees to furnish and install a Notice Board in a place accessible to employees. The Union shall use this board for the posting of any and all official Union material that is posted by a Union Officer.

ARTICLE 17 - JURY AND WITNESS PAY

17.01 Jury Leave

Employees summoned to jury duty or subpoenaed to a Court of Law shall be paid wages amounting to the difference between the amount paid them for jury or witness services and the amount they would have earned had they worked on such days. This does not apply if the employee is excused from jury duty or witness service for the rest of that day or days and fails to report back to work, or if the jury duty occurs on the employee's scheduled day off.

ARTICLE 18 - NO STRIKES OR LOCKOUTS

18.01 No Strikes or Lockout

There shall be no strikes or lockouts, cessation of work, refusal to continue the standard cycle or normal pattern of operation, or any activity in relation to work that is designated to restrict or limit output by any employee covered by this Agreement. No officer, representative or Steward of the Union shall authorize, instigate, aid or condone any such activities. The Union, its officers, representatives and stewards shall make every

reasonable attempt, where practical, to get the work force back to work, should there be any violation of this clause.

18.02 **Facilities During a Dispute**

During any legal strike, the Union agrees to meet with the Leadership to discuss with them the number of employees that may be required to be responsible for the facilities during such periods.

ARTICLE 19 - BEREAVEMENT LEAVE

The policy of the Company shall be as defined by it and at the time of this Agreement, the policy is as follows:

19.01 **Amount of Leave**

(a) **Immediate Family**

In the event of a death in the immediate family of any employee, the employee shall be granted a leave of absence of five (5) working days during which time they shall receive regular wages. The employee shall provide satisfactory proof on request.

Immediate family of an employee in respect of which five (5) working days shall be allowed, shall be:

Spouse, common-law spouse, partner, brother, sister, father, mother, legal guardian, children and step children, grandchildren, legal ward.

(b) **Family**

In the event of a death in the family of any employee, the employee shall be granted a leave of absence of three (3) working days during which time they shall receive regular wages. The employee shall provide satisfactory proof on request.

Family of an employee in respect of which three (3) working days shall be allowed, shall be:

Mother-in-law, father-in-law, grandparents, son-in-law and daughter-in-law.

(c) **Extended Family**

In the event of a death in the extended family of any employee, the employee shall be granted a leave of absence of one (1) working day during which time they shall receive regular wages. The employee shall provide satisfactory proof on request.

Extended family of an employee in respect of which one (1) working day shall be allowed, shall be:

Sister-in-law, brother-in-law, aunts, uncles and grandparents-in-law.

(d) Pall Bearer

An employee(s) will be entitled to one (1) day paid leave if required to act as a pall bearer and not otherwise entitled to leave.

19.02 Additional Leave

Any other leave must be approved by the Senior Leader or the Vice-President of People Resources, and the leave granted will reflect the circumstances and conditions at the time, and the employee shall provide, on request, satisfactory proof.

19.03 Payment on Bereavement Leave

Payment shall be based on eight (8) hours earnings at the employee's regular rate of pay.

19.04 Definition of a Partner or Spouse

The definition of a Partner or Spouse shall include same sex partners as well as traditional and Common Law definitions.

ARTICLE 20 - UNION REPRESENTATIVES' OBLIGATIONS**20.01 Report to Company before Performing Union Duties**

The Union acknowledges that the employees, Stewards, Committeepersons, or Union officials employed by the Company will continue to perform their regular duties on behalf of the Company and that they shall report to their Department Leader and obtain permission before leaving their jobs for the purpose of Union business. Such permission shall not be unreasonably denied.

20.02 Company to Recognize Union Officers

The Company shall recognize a Union Committee composed of the Plant Chairperson, one committeeperson, for the purpose of administration of this Agreement, Negotiations and the processing of grievances.

The Plant Chairperson will have super seniority in the plant during his/her term of office for layoff purposes only.

The Plant Committee person (1) will have super seniority during their term of office for lay off purposes only.

If layoffs occur the Plant Chairperson and Plant Committee person (1) will be the last to be laid off provided they can perform the available work with proper training. If the available work is a lesser rate of pay than their current rate of pay the employee shall be red circled at their current rate of pay.

20.03 Company to Acquaint New Employees

The Company agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security. The Plant Chairperson or designate shall be given fifteen (15) minutes per week without loss of pay to meet with new employee(s).

ARTICLE 21 - WELFARE BENEFITS

The employee benefits shall be in accordance with those established by the Company and being in accordance with Schedule "B" at the date hereof.

21.01 Personal Care Time

Purpose

Princess Auto provides Personal Care Time (PCT) for Employees for time away from work for reasons related to illness, to attend to medical appointments or for personal time-off.

Princess Auto's expectation under the PCT Guidelines is that Employees will cooperate with team scheduling requirements and established Princess Auto attendance guidelines, including notification and reporting procedures.

Guidelines

Princess Auto offers PCT to Full Time Employees after 3 months of service, and working a minimum of 30 hours per week.

Full Time Employees will be allotted an initial bank of 40 hours for PCT per calendar year. In the event that Full Time Employees become eligible during the calendar year, their PCT will be pro-rated.

PCT balances will be maintained in hours. PCT must be approved by the Employee's Leader no less than a day in advance, except in cases of emergency or illness.

PCT will not be carried over into the next calendar year. Employees who do not use all of their PCT will be paid out in December for the balance. Employees must be employed with Princess Auto at the time of payout.

Employees ending their employment with Princess Auto may not use PCT for their notice period. Princess Auto will not pay in lieu of PCT not taken or payment of PCT balance(s) upon termination.

Note: Princess Auto's Personal Care Time is not in addition to any provincially legislated leaves. It covers some or all of the provincially legislated sick/family or emergency leaves.

21.02 Administration of Benefit Plan

The Company is responsible for the administration of the benefits as outlined in Schedule 'B'.

ARTICLE 22 - WEARING APPAREL

22.01 The Company agrees to combine the monetary value in 22.04 and 22.06 to \$245.00 for employees to spend annually so that members can decide how to best allocate the funds to suit their individual needs.

22.02 Company to Provide Gloves

The Company shall provide gloves to those employees requiring same in the

performance of their duties.

22.03 **Company to Provide Boots and Coats**

The Company shall provide parkas, raincoats and rubber boots to those employees required to work outside or in areas which require same.

22.04 **Uniforms**

Upon completion of probationary period, the Company will purchase PAL wear for employees to wear for safety reasons while on site. Employees will be responsible for their own cleaning. There shall be no carry over of this money from year to year. For the safety of all employees in the facility, all employees must wear one of the prescribed pieces of high visibility clothing while performing their duties.

22.05 **Prescription Safety Glasses**

Upon completion of probationary period, in areas where working conditions warrant, the Company shall provide a prescription safety glasses/lenses program. Safety glasses will have side shields which must be worn at all times while at work.

22.06 **Boot Allowance**

Upon completion of probationary period the company shall **provide the amount listed in 22.01 to cover** the cost of CSA approved safety footwear to all bargaining unit employees. Safety footwear shall be mandatory for all distribution employees. There shall be no carry over of this money from year to year.

22.07 **Material Handling Equipment Training**

All employees are required to operate material handling equipment and will take the appropriate training. All such training will be arranged, scheduled and paid for by the Company.

22.08 **Company to Pay Wages During Illness or Injury**

The Company will provide wages at the applicable rate when employees are absent due to illness or injury and the Company will recover the said wages in accordance with the insurance and/or Workers Compensation Board. The final details regarding this payment by the Company is subject to approval by the insurance carriers in order that their records may be modified to accommodate this payment by the Company.

22.09 **Medical Forms**

The Company will reimburse employee(s) upon delivery of a receipt(s) reflecting the cost of having company-requested medical forms completed.

ARTICLE 23 - DURATION OF AGREEMENT

23.01 **Duration of the Agreement**

This Agreement shall take effect and be binding from January 17, **2019** up to and including January 16, **2023** and thereafter from year to year unless revised, renewed, or terminated as hereinafter provided. Negotiations shall be conducted with full strike and lockout rights, should an Agreement not be reached.

23.02 Agreement Review

If either party desires to review or terminate this agreement on the 16th day of January **2023** they shall give notice of up to ninety (90) days prior to this date to the other party.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers and representatives of the date herein set forth.

Dated this ____ day of _____, A.D. 2019.

SIGNED ON BEHALF OF
THE UNION:

SIGNED ON BEHALF OF
THE COMPANY:

UNIFOR AND ITS LOCAL 144

PRINCESS AUTO LTD.

Rodolfo Root
Bargaining Committee Member

Paul Mansbridge
Vice President, People Resources

Bill Allan
Unit Chairperson

Niall Edwards
Senior Leader, Team Member Relations

Darren Gibson
President

Len Olafson
National Representative

APPENDIX "A" DISTRIBUTION**Distribution Centre Mobile Equipment Drivers**

- All mobile equipment operators who are certified to drive four different types of mobile equipment shall receive a premium rate of \$0.92 per hour
- All mobile equipment operators certified to drive one to three different types of mobile equipment shall receive a premium rate of \$0.25 per hour
- If any mobile equipment operator is unable to operate a particular type of mobile equipment due to medical reasons, they shall lose their premium until they can perform all the duties of a mobile equipment operator.
- **The Company agrees to provide training to all new employees on all material handling equipment within six months of hire.**

SCHEDULE "A"
WAGE RATES FOR EMPLOYEES IN THE DEPARTMENT LISTED IN
APPENDIX "A"

Wage Rates Effective January 17th, 2019

Pay Grade	Start Rate	3 months of Service	12 months of Service	24 months of Service	36 months of Service
A	16.36	16.77	17.42	18.23	19.24
B	18.70	19.15	19.80	20.23	20.90
C	20.98	21.54	22.34	23.03	23.74

Wage Rates Effective January 17th, 2020

Pay Grade	Start Rate	3 months of Service	12 months of Service	24 months of Service	36 months of Service
A	17.19	17.61	18.27	19.09	20.12
B	19.57	20.03	20.70	21.26	21.82
C	21.90	22.47	23.29	23.99	24.71

Wage Rates Effective January 17th, 2021

Pay Grade	Start Rate	3 months of Service	12 months of Service	24 months of Service	36 months of Service
A	17.53	17.96	18.64	19.47	20.52
B	19.96	20.43	21.11	21.69	22.26
C	22.34	22.92	23.79	24.47	25.20

Wage Rates Effective January 17th, 2022

Pay Grade	Start Rate	3 months of Service	12 months of Service	24 months of Service	36 months of Service
A	17.88	18.32	19.01	19.86	20.93
B	20.36	20.84	21.53	22.12	22.71
C	22.79	23.38	24.24	24.96	25.70

The Company will not pay increased wage rates over the wage rates set forth in Schedule "A" to any employee. The Company will notify the Union of any proposed wage rates paid over the rates set out in the Collective Agreement for any bargaining unit employee. Any wage increases outside of the current collective agreement will be by mutual agreement between the company and the union.

SCHEDULE "B" – EMPLOYEE BENEFIT
PRINCESS AUTO LTD.

14421

BENEFIT: Life Insurance

Coverage: Two (2) times basic rate of annual earnings rounded to the next higher \$1,000, if not already multiple thereof up to a maximum of \$750,000. Reduces 50% at age 65, terminates at retirement or age 70.

Premiums: 100% paid by Company

BENEFIT: Dependent Life Insurance

Coverage: \$5,000.00 on death of spouse
\$2,500.00 on death of child

Premiums: 100% paid by Company

BENEFIT: Accidental Death & Dismemberment

Coverage: An amount equal to Life Insurance for accidental death. Specified amounts for dismemberment as per schedule.

Premiums: 100% paid by Company

BENEFIT: Short Term Disability Insurance

Coverage: 66 2/3% of the basic rate of weekly earnings. rounded to the nearest \$1.00, up to a maximum of \$900.00 per week.

Premiums: 100% paid by Company

BENEFIT: Long Term Disability Insurance

Coverage: 60% of first \$5,000 of monthly income and 40% of excess to a maximum of \$10,000 per month.

Premiums: 100% paid by employee

BENEFIT: Supplementary and Extended Health Care Insurance

Premiums: 100% paid by Company

BENEFIT: Basic Dental Services

Coverage: \$1,250 annually.
No deductible

Premiums: 100% Paid by Company

BENEFIT: Major Dental Services

Coverage: Included in \$1250.00 per year

Premiums: 100% Paid by Company

Reimbursement: 50%

BENEFIT: Ortho Dental Services – Dependent Only

Coverage: \$1,500 lifetime maximum

Premiums: 100% paid by Company

Reimbursement: 50%

BENEFIT: Vision Care

\$250.00 every second calendar year (\$80.00 maximum for eye exam inclusive of \$250.00)

BENEFIT: Hearing Aid Coverage

\$2,000.00 every five years

BENEFIT: Dispensing Fees

Covered to a maximum of \$6.00

BENEFIT: Company will continue to provide prescription safety glasses, where required (CSA approved), once every two years.

BENEFITS: Extended coverage beyond 75 years of age.

The Company offers an Employee Assistance Program. The Program provides counselling and support to the Team Member and their families.

LETTER OF AGREEMENT #1 – TRAINING

Between

Princess Auto Ltd.

And

Unifor and its Local 144

The Company desires to provide the opportunity for employees to qualify for certain higher rated occupational classifications by providing training during working hours. The jobs in which employees are to be employed for these purposes are hereafter called "training jobs."

In recognition of the responsibility of the Company for the efficient operation of its facilities, it is understood that in the case of accepting the employee for a training job, the following factors shall be applied:

- a) Ability to perform the work as previously displayed within the Company
- b) Displayed ability within the occupational group in which the vacancy or training program occurs
- c) Seniority (prevails if other factors are equal)

Training offered shall be through job postings and articles related thereto contained in this collective agreement. Should there be no successful candidate for job posting, the Company may fill the position from the outside. The Company shall decide the number of employees to be offered the training. Employees who are offered and are successful in job posting for training may be required to take some portion of the training on their own time. Expenses incurred by employees in out-of-plant training shall be reimbursed for the cost of the training course in total by the Company.

Should an employee under training not be making satisfactory progress, they may be removed from training as set forth herein and the Company shall offer training to the next senior employee with the basic knowledge who was an unsuccessful initial applicant on the initial job posting. As this is being given to the next senior person, a job posting will not be required. Training shall be evaluated by the training committee established for the occupational area.

If either the employee or the Company determines during the 480 hour probationary period that the trainee will not be successful, notwithstanding the length of the training program, the employee will be returned to their previous position, at its pay grade, or if hired from outside as a trainee, terminated.

In the event a person hired from the outside for a training program is not successful within the term of the training program but beyond the probationary term, as evaluated by the training committee, the employee shall be allowed to exercise bumping in the following manner:

- a) that the employee may bump a less senior employee in any classification where they are capable of performing a job, at the pay grade applicable to that classification;
- b) an employee from within the bargaining unit may elect to return to their former job at its pay grade if they are unable to do the work within the training program.

The training program shall be established by the Company with input from the training committee. The training committee shall be comprised of at least two members, being one leadership representative and one member of the Bargaining Unit, preferably from the occupational group concerned, together with another appointee from each of the Company and Union as necessary.

The Company will, once every three months, meet with the Union to discuss the occupational classifications for which training will be established and will advise the Union from time to time of such classifications and the maximum length of training period applicable to each occupational classification not exceeding 12 months.

Training committees shall also monitor the performance of trainees and make recommendations in respect to individual trainees remaining on specific programs.

The successful completion of a training program means that an employee will be immediately advanced to the classification for which the training program is a qualifier.

Should an employee be successful in entering a training program they shall receive their current rate of pay for three months. They shall progress to the nearest rate in their new classification above what they are currently earning.

LETTER OF AGREEMENT #2 – HARASSMENT PREVENTION POLICY

Between

Princess Auto Ltd.

And

Unifor and its Local 144

Princess Auto and the Union are committed to building and preserving a safe, productive and healthy working environment for its employees based on mutual respect. The purpose of this policy is to ensure respect in the workplace and to state the Company's and the Union's position in matters relating to compliance, exposure and treatment of harassment and discrimination in the workplace, or resulting from the workplace.

Princess Auto and the Union are committed to providing a fair and confidential resolution process. This process is not intended to discourage or prevent complainants from exercising any other legal rights under any law or the filing of complaints with the Human Rights Commission. This policy shall be interpreted in accordance with and subject to all provisions of the Manitoba Human Rights Code.

The COMPANY and UNION agree to form a "Joint Building a Respectful Workplace Committee" whose function shall be to investigate complaints and help create a respectful workplace. The parties agree that the representatives are required to be independent & not responsible for disciplinary decision making.

UNION committee members shall receive the agreed to Unifor Workplace harassment Investigation training and any agreed to or needed refresher or advanced training courses.

All employees will receive "Building a Respectful Workplace" Training on an annual basis.

Definitions

Discrimination – means any occurrence where an individual is treated less favourably or unfairly because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, disability or medical condition, gender history, **gender identity**, religious beliefs, or political convictions.

Harassment – means any interaction between individuals that can be characterized as unwelcomed, intimidation, bullying, violence, or misconduct.

Sexual Harassment – means any conduct, comment, gesture or contact of a sexual nature that is likely to cause offence, humiliation or discomfort to any employee; or that might, on reasonable grounds, be perceived by that employee as creating a tone of a sexual nature on any workplace interaction.

Guidelines

Princess Auto and the Union will not tolerate any form of harassment or discrimination. It is important to remember that it is the perception of the potentially offensive message by the receiver that determines whether something is acceptable or not.

All employees are personally accountable and responsible for following this policy and must make every effort to avoid discrimination or harassing behavior.

All Leaders are accountable and responsible for enforcing this policy and must make every effort to prevent discrimination or harassing behaviour, and to intervene immediately if they observe a problem, or if a problem is reported to them.

Princess Auto and the Union will ensure that all parties are treated fairly and respectfully. The company will also protect the privacy as long as doing so remains consistent with the enforcement of this policy and adherence to the law.

It is considered a violation of this policy to bring a fraudulent or malicious complaint against employees. It is important to realize that unfounded/frivolous allegations of personal harassment may cause both the accused and the company significant damage. As with any case of dishonesty, Princess Auto reserves the right to discipline and, in certain cases, terminated employment without notice.

How to Report Incidents of Harassment

Harassment Steps

1. If you are being harassed, the first thing to do is tell the person harassing you to stop, if you feel comfortable doing so. You can do this in person or in writing.
2. If you feel unable to deal with him or her directly, you can speak to your Leader and/or the Unifor Harassment Officer and/or with People Resources to help you develop informal ways to address your complaint. You may have the Leader, the Unifor Harassment Officer or People Resources help you speak to the harasser. You may also ask the Leader to arrange for mediation where the Leader and/or the Unifor Harassment Officer and/or People Resources help both parties reach a solution acceptable to each of them.

3. If the informal route does not succeed or is not appropriate, Princess Auto supports its employees filing a formal complaint using the Harassment /Violence Complaint form.

Complaints can be delivered in person, in writing, via email, or by phone. If the employee decides not to register a complaint, Leadership may still be required to conduct an investigation if warranted.

LETTER OF AGREEMENT #3 – WAGE PROTECTION

Between

Princess Auto Ltd.

And

Unifor and its Local 144

This letter will confirm that employees receiving a rate higher than the classification rate shall be red-circled at the current rate effective January, 2010. If any employee is red-circled it will be discussed with the Union. The Union will be provided with a list of red-circled employees.

LETTER OF AGREEMENT #4 – UNIFOR SOCIAL JUSTICE FUND

Between

Princess Auto Ltd.

And

Unifor and its Local 144

The Company agrees to pay one thousand dollars (\$1000.00) to the Unifor Social Justice Fund within thirty (30) calendar days of April 1, each year. The Fund is a registered non-profit charity, which contributes to Canadian and International non-partisan, non-governmental relief and development organizations. Such payment will be sent by the Company to: Unifor Social Justice Fund, 205 Placer Court, Toronto, Ontario M2H 3H9.

LETTER OF AGREEMENT #5 – WOMEN’S ADVOCATE

Between

Princess Auto Ltd.

And

Unifor and its Local 144

The parties recognize that female employees may sometimes need to discuss with another woman matters such as violence or abuse at home or workplace harassment. They may also need to find out about specialized resources in the community such as counsellors or women’s shelters to assist them in dealing with these and other issues.

For this reason, the parties agree to recognize that the role of women's advocate in the workplace will be served by a woman from the bargaining unit who will work in counterpart with the Sr. Vice President of People Resources. The Women's Advocate and the Sr. Vice President of People Resources will meet with female members as required, discuss problems with them and refer them to the appropriate agency when necessary.

The Company agrees to establish a private cellular phone line, for the Sr. Vice President of People Resources, that female employees can phone. This line will be available for women to call at all times, including when the Sr. Vice President of People Resources is out-of-town. If the cellular phone is turned off due to meetings, etc. a voice mail message will be available in order that the call might be returned as quickly as possible.

The Women's Advocate and the Sr. Vice President of People Resources will develop appropriate communications to inform female employees about the advocacy role.

The Women's Advocate and the Sr. Vice President of People Resources will take appropriate training, when necessary. Such training will be at times and for a duration as agreed to by both parties.

LETTER OF AGREEMENT #6 – P.E.L.

Between

Princess Auto Ltd.

And

Unifor and its Local 144

The Company agrees to pay \$5,000.00 to **Unifor** for the purpose of providing paid education leave to the employees of the Bargaining Unit. The Company will forward this payment annually **and sent by the Company to the following address: Unifor Leadership Training Fund, Unifor - PEL Training Fund, 205 Placer Court, Toronto ON M2H 3H9.**

LETTER OF AGREEMENT #7 – SEVEN DAY WORK WEEK

Between

Princess Auto Ltd.

And

Unifor and its Local 144

The normal hours of work in distribution shall mean eight (8) hours per day, Monday to Sunday inclusive. A standard shift will be established.

The Company intends to operate its distribution centre seven (7) days a week. It will therefore create a new work week which shall consist of five (5) consecutive days over a seven (7) day period. That new work week shall include Saturday and/or Sunday and the work week shall commence accordingly.

No existing employees shall be scheduled for the new work week except if they wish to be scheduled in that manner. The Company will advise the employees when it intends to start the new work week and selection from the existing work force will be made by seniority. In the event no employees wish to participate, the Company will hire new employees to work the new schedule.

It is intended that scheduling will consist of five (5) consecutive week days and two (2) consecutive days off.

The reference to working days in various sections of the Collective Agreement shall apply to days normally worked by the employees affected.

Work Schedule Changes

The Company and the Union agree to meet in the event business needs dictate a change in working schedules, and will mutually agree to a transition plan for impacted employees. The Union and the Company will mutually agree to the necessary changes to work schedules, including the implementation of different shift configurations and/or length if deemed necessary by the needs of the business.

The Company agrees to provide a minimum of thirty days' notice to employees of any changes to work schedules.

LETTER OF AGREEMENT #8 – VACATION PAY CALCULATION

Between

Princess Auto Ltd.

And

Unifor and its Local 144

The following represents a formula that is applied to Vacation Pay calculation in the event employees are absent from work in accordance with the provisions set out in (a) to (c) below.

- (a) Those individuals collecting Workers Compensation benefits due to work related injuries incurred while in the company's employ would receive full Vacation benefits.
- (b) Those employees on layoff would not accumulate vacation benefits during their term of layoff in excess of 30 working days and would therefore only be eligible for a percentage of vacation entitlement.
- (c) In all other circumstances, the company would allow 30 working days of absence before vacation entitlement would be adjusted.

LETTER OF UNDERSTANDING #9 – SUMMER EMPLOYMENT PROGRAM

Between

Princess Auto Ltd.

And

Unifor and its Local 144

1. A “Summer Employment Program” shall be implemented for the purpose of making vacation time available to existing employees. This program shall be subject to the following criteria:
2. Any employee on layoff shall be recalled prior to the hiring of any Summer employees.
3. This program shall run from May 1st to Labour Day only.
4. Summer employees shall be hired on to the shift(s) which require vacation coverage.
5. Summer employees shall not be allowed to apply for any postings unless they have not been filled by existing employees.
6. Summer employees shall not be offered overtime unless it has been offered first to all existing employees in that Division.
7. Summer employees shall be considered temporary and as such work under the conditions of a probationary employee. These conditions include the acquiring of seniority rights, but the Summer employee may be dismissed for any reason without access to the grievance or arbitration procedure.
8. The Company shall pay the appropriate collective agreement wage rates to summer employment employee for all hours worked.

LETTER OF UNDERSTANDING #10 – PROFIT SHARING PROGRAM

Between

Princess Auto Ltd.

And

Unifor and its Local 144

1. The Company acknowledges that it has a Profit Sharing Plan in place for its employees. The Union acknowledges the Plan has been in place for the term of the Collective Agreement and earlier Collective Agreements and that it has been aware of its existence and terms at all times.
2. The Company further acknowledges that the program shall be maintained during the Collective Agreement term on such terms, conditions and procedures as established by the Company.

3. The Company agrees to share information on calculation methods and that it will continue to provide a statement of the employee's total income.

LETTER OF UNDERSTANDING #11 – COMPANY PENSION PLAN

Between

Princess Auto Ltd.

And

Unifor and its Local 144

The Company agrees that in the event improvement(s) are made to the Princess Auto Pension Plan during the term of this agreement, the parties will meet to discuss the implementation and terms of the improvement(s) as they are applied to bargaining unit members.