



**Collective Agreement  
Between**

**Teamsters Local Union No. 419**  
(hereinafter referred to as the "Union")

**And**

**LS Travel Retail North America**  
(hereinafter referred to as the "Company")

**May 1, 2023 to April 30, 2026**

***LS travel retail***  
**NORTH AMERICA**

# IMPORTANT

You are in a unionized company. To work here, you must become and remain a member in good standing with your Local, and pay Union Dues each month (12 months per year).

However, if you do not work for a period of one (1) complete calendar month and more, due to lack of work (lay-off), sickness, accident, W.S.I.B. or maternity leave, **GET A WITHDRAWAL CARD FROM YOUR LOCAL.** This will protect you when you return to work since you will not have to pay arrears of dues or re-initiation. The withdrawal card must be requested within thirty (30) days of the lay-off or other absence as listed above; furthermore, you are obliged to return your withdrawal card to your Local when you return to work.

Make sure that your Union and your Employer have, at all times, your correct address and that your monthly dues and initiation have been deducted from your pay, **OTHERWISE** you will have to pay back dues or re-initiation dues to your Local.

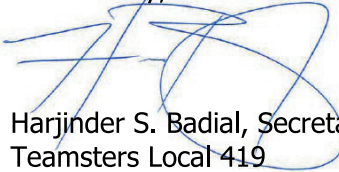
Suspension – should a member neglect to pay his dues for a period of three months he shall stand suspended from the Union and re-initiation fee will be required before you can again become a member in good standing. **IT IS YOUR SOLE RESPONSIBILITY TO SEE THAT YOUR DUES ARE PAID.**

General membership meetings for your Local are always held each month unless notified to the contrary.

When you have a grievance, see your shop steward or your business agent, **IMMEDIATELY – DO NOT WAIT**, and make sure that the grievance procedure established in your Collective Agreement is followed. **THIS IS VERY IMPORTANT AND YOUR RESPONSIBILITY.**

Call the Union...please don't hesitate to call if you are not sure. We are here to help you with any questions that you may have.

In Solidarity,



Harjinder S. Badial, Secretary Treasurer  
Teamsters Local 419

# **LETTER FROM THE PRESIDENT OF TEAMSTERS LOCAL UNION NO. 419**

**To all bargaining unit employees of  
LS Travel Retail North America**

Dear Sister or Brother,

On behalf of the Officers, Executive Board and the thousands of Union members of Teamsters Local Union 419, I welcome you; you are among over 1.3 million working women and men who are members of the Teamsters Union.

Teamsters move forward together...

Your Union contract is your security. In addition to providing you with the best possible wages, benefits and working conditions in your industry, it enables you to have pride and dignity on the job and in yourself.

Our organizing team works around-the-clock. If you have friends or family who want to join the Teamsters, tell them to get in touch with us. Everyone deserves a Union on their side.

Please feel free to contact me at any time with questions or concerns about the Union. Make sure you attend Union meetings; the Union is built on membership involvement.

At Teamsters Local Union 419, you are family.

Fraternally and sincerely,



Jason Sweet, President  
**Teamsters Local 419**

*“In Solidarity We Rise”*

# TEAMSTERS LOCAL UNION NO. 419

## EXECUTIVE BOARD

<b>President/Principal Officer</b>	<b>JASON SWEET</b>
<b>Vice President</b>	<b>OWEN LANE</b>
<b>Secretary-Treasurer</b>	<b>HARJINDER S. BADIAL</b>
<b>Recording Secretary</b>	<b>KEITH BRUCE</b>
<b>Trustee</b>	<b>AARON NOVIELLI</b>
<b>Trustee</b>	<b>TROY SNOW</b>
<b>Trustee</b>	<b>JASON LUCAS</b>
<b>Business Agent</b>	<b>KEN DEAN</b>
<b>Business Agent</b>	<b>FAHEEM BHATTI</b>
<b>Business Agent</b>	<b>BRANDON DAWE</b>

## STAFF

<b>Executive Assistant</b>	<b>JOY QUE</b>
<b>Accounting</b>	<b>RANEM DHALI WAL</b>
<b>Union Dues</b>	<b>KAREN CANN</b>



***“In Solidarity We Rise”***

# Teamsters Historical Overview



**International Brotherhood of Teamsters  
1,300,000 Members**

**Teamsters Canada  
125,000 Members**

**Teamsters Ontario  
Joint Council 52  
44,000 Members  
In eight (8) different local unions across  
the Province of Ontario**

# Teamsters Local Union 419

When you're a member of Teamsters Local Union 419, you are a part of a diversified Union family with an experienced elected Executive Board.

**Teamsters Local Union 419 includes members in the following industries:**

- AIRLINE DIVISION
- ARMOURED CAR DIVISION
- FOOD PROCESSING DIVISION
- HEALTHCARE DIVISION
- MISCELLANEOUS
- RETAIL DIVISION
- SOLID WASTE AND RECYCLING DIVISION
- WAREHOUSE DIVISION

Teamsters Local 419 is a democratically run union. Officers are elected by the members. Stewards are elected by the members. Collective Agreements are voted by the members.



# Teamsters Local Union 419

Teamsters Local 419 is proudly affiliated with the International Brotherhood of Teamsters which is 1.3 million Members Strong and Teamsters Canada with over 125, 000 Members.

**PROTECT YOUR RIGHTS AND SECURE YOUR FUTURE!  
This is what Teamsters Union Local 419 does for you!!!**

- Equal rights for employees
- Seniority rights
- Grievance procedure and arbitration
- Protection against unjust discipline, suspension, or discharge
- Protection against favouritism, discrimination on promotion, transfers, shift assignments and layoffs, etc.
- Legal assistance if you are being terminated for the so called "just cause" (and Employment Insurance Benefits are being denied)
- Legal assistance when you have a problem with the Workplace Safety and Insurance Board



## WHAT DO YOU GET FOR YOUR UNION DUES?

- **Higher than average wages and benefits.** According to recent Government statistics, unionized workers make, on average, 38% more in wages and benefits than non-union workers in the same industries. This fact alone makes your union dues an outstanding investment in your future.
- **Job Security.** Your Union will not let you be fired or disciplined without just cause, and it is up to management to prove just cause. Every year the Union spends tens of thousands of dollars in grievance and arbitration expenses just to protect your rights. If you are unjustly discharged, your Union will spare no expense in getting you back to work. Does a non-union worker have that kind of security?
- **Grievance Procedure.** Even the smallest contract rights are vitally important to your Union. Are non-bargaining unit people doing your work? Were your bumping rights ignored? Have you been unfairly disciplined for a very minor mistake? The grievance procedure allows the Union to go to bat for you. In a non-union workplace you have no rights except what management chooses to allow you. Via the grievance procedure, workers have the rights to talk back if they feel they have been treated unfairly.
- **Problems with the Workplace Safety and Insurance Board or Employment Insurance.** The Union has the expertise to cut the red tape and represent you to Government agencies. These services are free to you, should you ever need them. Non-union workers are usually in the dark and left out in the cold with respect to these matters. They can only turn to expensive lawyers for help.
- **Tax Deduction.** Each year when you fill out your income tax return, you deduct the amount you've paid in Union dues from your income. That means you pay less income tax.

In short, dues pay for legal representation, educational programs, help with worker's compensation problems, strike benefits, the cost of offices and meeting halls, newsletters, and other resources, such as pay equity or health and safety expertise.



## **WHO IS YOUR UNION STEWARD?**

Your Union Steward is an elected front-line representative of the Teamsters Union in your workplace. It is his or her duty to give you advice on your rights and to represent you to management in the first stage of the grievance procedure.

The responsibility of the Steward is to enforce the Collective Agreement. The means by which the Collective Agreement is enforced is called the grievance procedure. Without the Steward to enforce it, even the best Collective Agreement would only amount to a collection of well-chosen words – a worthless piece of paper.

Bring any suspected violation of this agreement to the attention of the Union Steward as soon as possible, because time limits may be important in winning your grievance. A Union Steward cannot work miracles and solve your problem on the spot, but he or she will either give you an answer or find out the answer to your problem by contacting the Union Representative.

Union Stewards are all volunteers. They receive no pay for their important work and have a lot of responsibility. Treat them with consideration, as you would any friend who tries to assist you.

Never ask your Union Steward to look into a violation of your contract rights unless you are willing to file a grievance, if necessary. Their time is as important as yours. Your Steward can assist you in winning your rights under this Collective Agreement, but only if you are willing to see it through. Management cannot deny anyone the right to file a grievance and has to accept the grievance as presented to them.

Despite the trouble involved in the job, being a Union Steward can be a rewarding and educational experience. If you are not afraid to ask that your legal contract rights be respected by management and if you also enjoy helping people, talk to your Union Representative. You might make a good Union Steward.

To most workers, a Union represents security in the workplace, dignity on the job and a means to a better life. Therefore, enforcing the contract provisions through the grievance procedure is important because the rights and interests of the Union members are protected and guaranteed.

## **Interviews or Investigations**

### **As a Teamster Member,**

You have rights on the job: Know Them - Use Them

Union members have the right to representation by their Stewards or Union Officers during conversations with the supervisor which could potentially lead to discipline or termination. If you believe the conversation is disciplinary in nature, follow these steps:

**1) Demand union representation:**

Ask for Union representation before the interview.

**2) Refuse to proceed without union representation:**

If management refuses to allow you representation, stay in the room, but let management know that the meeting should start only once your right to a Union Steward is respected.

**3) Union representation is a fundamental right:**

The right to a Union Steward is the Union's right as well as yours. Be sure to stand up for this very important right.

### **What should you say:**

*"If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I request that my Union Steward or Union Officer be present at this meeting. Without representation, I choose not to answer any questions."*

### **This is what your Steward can do for you:**

Union representatives when summoned to the interview will:

- Be informed of the subject matter of the interview.
- Hold a private pre-interview conference with the employee.
- Speak during the interview.
- Request clarification of questions.
- Advise the employee on how to answer questions.
- Provide additional information once the interview is over.

# **OCCUPATIONAL HEALTH & SAFETY LAW**



# **THE OCCUPATIONAL HEALTH AND SAFETY ACT**

Most work-related disabilities can be avoided if both management and workers live up to their responsibilities under Ontario's Occupational Health and Safety Act. Here is a quick guide to the Act. For details, refer to the Act itself, which is found in the small green book which must be posted in every workplace.

## **Employer's Duties**

Among other things the employer must:

- Provide information, instruction and training so that the employee can work in a safe manner.
- Acquaint the worker with any workplace hazard.
- Appoint a competent person as supervisor.
- Co-operate with and assist the Health and Safety Committee and representative.
- Take every precaution reasonable for the protection of the worker.

## **Supervisor's Duties**

The Supervisor must:

- Ensure that the worker works in a safe manner and uses all the equipment, protective devices or clothing that is required.
- Advise a worker of any potential or actual danger to health and safety.
- Provide written safety instructions, where required.
- Be familiar with the Act and Regulations.

## **Workers' Obligations**

- Use all safety equipment and wear all protective clothing required by the employer.
- Report any potentially unsafe condition or defect in safety equipment to your Supervisor.
- Obey the Health and Safety law and all regulations and report any violations of the law or regulations to your Supervisor.

## **Workers may not:**

- Remove or turn off any safety device.
- Use any equipment or work in a manner which may endanger yourself or another worker.
- Engage in horseplay of any kind.

## **The Right to Refuse Unsafe Work**

If you encounter an unsafe condition at work, your first obligation is to report it to your Supervisor. Once you have done that, you may refuse to work at a job or task where you have reason to believe that:

- Any machine or equipment you are supposed to use is likely to endanger yourself or another worker, or
- The condition of the workplace itself is hazardous.

You must promptly notify your Supervisor of your refusal. He must then investigate the matter in your presence and that of a Health and Safety Representative of the workers (normally the Steward or a member of the Health & Safety Committee). If the Supervisor orders you back to work and you are still not satisfied that the job is safe, you may continue to refuse to work, provided you have **reasonable grounds** to believe the condition still constitutes a hazard.

At this point, the Inspector from the Ministry of Labour must be called in. While you are waiting for him, the Supervisor can request that someone else perform the job provided that he is informed that the job was refused and the reasons for the refusal. This second worker also has the same right to refuse. The refusing worker may be assigned reasonable alternative work, subject to the Collective Agreement.

The decision of the Inspector is final. Although his order may be appealed, you must return to the job if he so orders, pending the outcome of such appeal.

**HEALTH & SAFETY  
(Ministry of Labour)  
Toronto – 416-326-7770, Mississauga – 905-273-7800  
After hours – 1-800-268-6060**

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## **ARTICLE 1 - PURPOSE**

- 1.01 The purpose of this Agreement is to provide orderly collective bargaining relations, to secure prompt disposition of grievances, to assist the Employer and its employees to achieve the Employer's product quality and customer service objectives, to provide the Employer with the flexibility necessary to operate the business efficiently without interruption or interference with work, and to provide fair compensation, hours and working conditions. It is recognized by this Agreement to be the desire of the Employer, the Union and the employees to co-operate fully, individually and collectively for the advancement of these conditions. The Union recognizes the necessity of encouraging full productivity and a high level of product quality and customer service and agrees that it will co-operate with management in discouraging any practice which imposes any unreasonable restrictions on the efficient and competitive operation of the business.
- 1.02 The Employer and the Union agree to meet at least every three months for the purpose of promoting cooperation between the Employer and the Union and discussing issues relating to the workforce which affect the parties or any employees bound by this Agreement, provided that there are issues or business for their joint consideration. If either the Employer or the Union wish to have a meeting pursuant to this Article, then the party desiring to have the meeting shall prepare an agenda and deliver it to the other party. The parties shall then agree upon a mutually



convenient date and place to have the meeting. While the Employer will consider any and all issues raised by the Union during any such meetings, the Employer retains its full management rights and will have no obligation to implement any recommendations arising from such meetings unless in its sole discretion it decides to do so.

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Employer recognizes the Union as the sole and exclusive collective bargaining agent of all employees of the Employer in the L.S. Travel retail North America Inc. Division at Lester B. Pearson International Airport in the City of Mississauga, save and except supervisors, persons above the rank of supervisor and cash auditors.
- 2.02 The word "employee" or "employees" whenever used in the Agreement shall mean respectively an employee or employees in the bargaining unit, and wherever the masculine gender is used in this Agreement, it shall include the feminine gender.
- 2.03 Full-time employees are those who are regularly scheduled to work thirty-five (35) hours per week or more. In considering whether an employee has been regularly scheduled to work thirty-five (35) hours per week or more, the Employer will consider an average over a three consecutive month time frame.

- 2.04 Part-time employees are those who are regularly scheduled to work less than thirty-five (35) hours per week, except when relieving for vacations, sickness, accident, leave of absence or during the summer vacation. In considering whether an employee has been regularly scheduled to work less than thirty-five (35) hours per week, the Employer will consider an average over a three consecutive month time frame.
- 2.05 During the term of this Agreement the Employer agrees to maintain a ratio of bargaining unit employees on the basis of 1/3 full-time employees and 2/3 part-time employees. This ratio refers to numbers of employees, not hours worked. It is agreed that there is no guarantee that any individual employee will become or remain a full-time employee.
- 2.06 Full-time employees will be regularly scheduled to work forty (40) hours per week. In considering whether an employee has been regularly scheduled to work forty (40) hours per week, the Employer will consider an average over a three consecutive month time frame. It is agreed that there is no guarantee a full-time employee will work forty (40) hours in any given week or weeks.
- 2.07 The parties agree that the Employer shall have the right to reduce the hours of any full-time employee or part-time employee. Full-time employees will have bumping rights as provided in Article 14.08.
- 2.08 Supervisors and persons above the rank of supervisor shall be permitted to perform bargaining unit work.

2.09 The Employer shall have the right to sub-contract bargaining unit work, except where the subcontracting results in the layoff of bargaining unit members, reduces or eliminates normally scheduled hours and/or overtime assigned to the employees, or eliminates the recall of an employee on layoff.

### **ARTICLE 3 - UNION SECURITY**

3.01 All employees who are presently employed by the Employer must, as a condition of employment, become and/or maintain their Union membership in good standing. For the purposes of this Agreement, the sole definition of membership in good standing means that they must pay in accordance with the provisions of this Agreement, the regularly prescribed initiation fee, regularly monthly Union dues and periodic assessments uniformly required of all members in the bargaining unit.

3.02 New employees shall make application for Union membership on cards supplied by the Union prior to the completion of their probationary period and the Employer will forward their membership application cards to the Union following the completion of the probationary period.

3.03 The Employer agrees to deduct Union initiation fees and monthly dues as specified in the Union constitution from each bargaining unit employee during the first pay period of each month and remit the Union dues deducted

to the Secretary-Treasurer of the Union on or before the end of same month. The Secretary-Treasurer of the Union shall provide not less than sixty (60) days written notice to the Employer of any change in the amount of Union dues, and such notification shall be the Employer's authority to make the deductions specified.

3.04 The Employer shall cease making such deductions when an employee is assigned to a position not covered by this Agreement, with the exception of employees who are assigned to a temporary position not covered by this Agreement for one (1) month or less. For clarification, if a bargaining unit employee works in the bargaining unit in any given month, he owes Union dues for that month.

3.05 The monthly remittance from the Employer to the Union will be accompanied by the following information:

- (a) a list of the names of each employee for whom deductions have been made, the total amount of such deductions, together with each employee's current address, postal code and social insurance number;
- (b) new employees not listed on the prior month's remittance will be listed in alphabetical order with current address, postal code, social insurance number and date of hire;
- (c) any employees who have been terminated or who have resigned since the last remittance will be clearly identified with such employees' current address, postal code, social insurance number and date of termination or resignation;

(d) addresses will be updated as well as name changes, i.e. marriage.

It will be up to each employee in the bargaining unit to provide the Employer with any information required by this Article 3.05 and to provide updated information to the Employer as necessary.

3.06 The Union shall indemnify and save harmless the Employer, its agents and/or employees against any and all claims, complaints, liabilities, demands, actions or causes of action arising out of, or in any way connected with, the operation of Article 3.

3.07 The Employer shall show the yearly total of Union monthly dues deductions on the employee's T-4 slip.

#### **ARTICLE 4 - UNION REPRESENTATION**

4.01 The Employer agrees to recognize up to nine (9) stewards elected from among the employees. Only one steward shall deal with any complaint or grievance.

4.02 All stewards must have completed the probationary period to serve in such capacity, provided that if no such employee is willing to accept appointment the Union may appoint an employee to temporarily fill the position. The Union shall provide the Employer with written notification of the names of each steward. The Employer shall be required to recognize these representatives only from the date of receipt of this notice.

- 4.03 Union business will not be conducted during the Employer's normal working hours. The Union will provide the Employer with not less than five (5) working days written notification when any steward or Union Committee person requires time off from work to attend to Union business. All time off for any Union business or to act as a steward shall be unpaid time.
- 4.04 The Employer will recognize a negotiating committee of up to nine (9) Stewards. The Union shall notify the Employer in writing of the names of the members of the negotiating committee and the Employer shall not be required to recognize any committee member until it has been so notified.
- 4.05 All time spent by employee members of the negotiating committee preparing for and attending at negotiations shall be unpaid time.
- 4.06 If Stewards or other representatives of the Union are required to meet with bargaining unit employees for the purposes of dealing with a grievance, the Union agrees that no such meeting shall take place in any of the Employer's work areas and will not take place during the employee's working hours.
- 4.07 Stewards or other representatives of the Union shall have access to the Employer's establishment when in the accompaniment of an authorized official of the Employer, at a time that the Employer authorizes, for the purpose of adjusting disputes, provided that permission of the Employer is obtained before hand, such permission not

to be unreasonably withheld, and provided that such Union access does not in any way disrupt the Employer's operations.

## **ARTICLE 5 - MANAGEMENT RIGHTS**

- 5.01 The management of the company and its operations and the direction of the employees are fixed exclusively in the Employer and without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order, discipline, profitability, efficiency, productivity, product quality and customer service, and in connection therewith to make, alter and enforce from time-to-time rules and regulations, policies and practices to be observed by its employees and to discipline or discharge employees for just cause, subject to the terms of this Agreement;
  - (b) establish and administer tests for the purpose of assisting the Employer to determine an employee's qualifications, and require medical examinations by company appointed physicians for any legitimate reason, provided that the medical examination is not in violation of the *Workplace Safety and Insurance Act* or the *Human Rights Code*;
  - (c) select, hire, train, transfer, promote, demote, classify, layoff and recall employees, select employees for positions excluded from the

- bargaining unit and to retire employees, to the extent allowed by the *Human Rights Code*, and;
- (d) determine the location of operations, the sub-contracting of work, the schedules of operations, the number of shifts; determine the methods of production; determine job content, quality and quantity requirements, the qualifications of an employee to perform any particular job and a method to assess that performance; determine the equipment to be used and to use new or improved methods and equipment, to introduce, change or discontinue products, services, job duties or processes; determine employee dress code; determine employee work schedules, the number of employees needed at any time, the number of hours to be worked, starting and quitting times and when overtime shall be worked, and require employees to work overtime.

- 5.02 The Employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Agreement and the express provisions of this Agreement constitute the only limitations on the Employer's rights.

## **ARTICLE 6 - GRIEVANCE PROCEDURE**

- 6.01 The Employer and the Union agree that it is the purpose of the grievance procedure to amicably and fairly settle any complaints and disagreements concerning the employees, the Union and the Company, without, so far as possible, resort to arbitration. The Employer and the



Union agree that it is of the utmost importance to adjust complaints and grievances as quickly as possible. It is agreed that an employee has no grievance until he has first given the Employer the opportunity to adjust his complaint.

6.02 Any grievance arising over the administration, interpretation or alleged violation of this Agreement shall be submitted in writing, in triplicate on forms supplied by the Union and signed by the grievor or grievors. No grievance shall be considered where the circumstances giving rise to it occurred or originated more than fourteen (14) days before the filing of the grievance. If the union requires additional time to submit a grievance, then the union will provide a request in writing to the company for the extension in filing a grievance; such request will not be unreasonably denied. There shall be an earnest effort on the part of both parties to settle such grievance promptly through the following steps:

6.03 Grievances properly arising under this Agreement shall be adjusted and settled as follows:

STEP 1

The aggrieved employee shall present his grievance in writing to his immediate manager. The grievance shall be in writing on a form supplied by the Union and approved by the Employer. If a settlement satisfactory to the employee concerned is not reached within three (3) days, a written grievance must be presented at Step 2 at any time within five (5) days thereafter or it shall be forfeited by the aggrieved employee.

## STEP 2

The aggrieved employee, through his Steward, may present his grievance, which shall be reduced to writing on a form supplied by the Union and approved by the Employer, to the appropriate District Manager named to handle grievances at this step. The grievance shall be signed by the employee and the Steward and shall identify the nature of the grievance, the specific provisions of the Agreement which are alleged to have been violated and the remedy sought. The employee, the Steward, the District Manager, and any other necessary management personnel, shall meet within five (5) days after the grievance is filed at Step 2 to attempt to settle the grievance. Should no settlement satisfactory to the employee be reached within five (5) days after this meeting, the grievance must be referred to Step 3 by the Steward within five (5) days thereafter or the grievance shall be forfeited.

## STEP 3

The Steward, if he considers it a valid grievance, may submit the grievance to the Employer and the representatives of the parties shall meet within fourteen (14) days thereafter to attempt to settle the grievance. The Business Representative of the Union shall be present at this meeting. If a satisfactory settlement is not reached within seven (7) days from this meeting and if the grievance is one which concerns the interpretation or alleged violation of this Agreement, the grievance may be submitted to arbitration by the Union at any time within twenty-one (21) days thereafter but not later.

The party wishing to take a matter to arbitration shall provide written notice to the other party within such twenty-one (21) days.

- 6.04 Any grievance which is not commenced or processed through the next stage of the grievance or arbitration procedure within the time specified herein shall be deemed to have been abandoned. The deemed abandonment will be for the specific grievance only and shall not impact any other grievance.
- 6.05 The Employer shall, from time to time, notify the Union in writing of the names of the Employer representatives appointed for the purposes of the grievance procedure.
- 6.06 The parties agree that a Steward shall be present at any written warnings and disciplinary meetings which will result in an unpaid suspension and/or discharge.

The Employer (Loss Prevention Department) has the right to meet with an employee on his or her own without a Steward in order to investigate discrepancies, shortages and/or theft. A Steward will be present during an LP investigation, if on shift. Following the investigation meeting, if a steward was not present the Employer will advise a Steward that the meeting has occurred. The Steward(s) from the respective terminals shall be provided with a copy of disciplinary notices

If warnings, reprimands, suspensions, etc., are to be put into an employee's personnel file, a copy of same

will be given to the employee. A copy will be provided to the Union within seven (7) days of the presentation of the adverse statement, warning, reprimand etc.

- 6.07 If the employer will be reprimanding an employee, they shall have fourteen (14) days from the event giving rise to the adverse reprimand. If the employer requires additional time to reprimand an employee, then the employer will provide a request in writing to the union for an extension; such request will not be unreasonably be denied.

Further, within seven (7) days of the reprimand, the employer will provide a copy to the union.

This will be subject to grievance procedure.

## **ARTICLE 7 - ARBITRATION**

- 7.01 Failing settlement under Step 3 of Article 6.03 of any grievance between the parties arising from the interpretation, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be taken to arbitration as hereinafter provided.

- 7.02 The parties shall agree on a sole arbitrator. The written notice referring a matter to arbitration (required by Step 3 of Article 6.03) shall contain the names of three (3) proposed arbitrators. The recipient of such notice shall agree to one (1) of the above mentioned arbitrators or

propose the names of three (3) different arbitrators in the written reply thereto. In the event that the Union and the Employer cannot agree, either party may apply to the Office of Arbitration for the appointment of an arbitrator, in accordance with the provisions of the *Labour Relations Act*.

- 7.03 Each party shall bear the expenses of its participants and witnesses and for the preparation and presentation of its own case. The fees and expenses of the arbitrator and the hearing room and any other expenses incidental to the arbitration hearing shall be shared equally by the parties.
- 7.04 The arbitrator appointed shall hear and determine the matter and shall issue a decision which shall be final and binding upon the parties and upon any employee affected by it.
- 7.05 The arbitrator shall have no authority to add to, subtract from, modify, change, alter or ignore in any way, the provisions of this Agreement or to extend its duration, unless the parties have agreed, in writing, to give the arbitrator specific authority to do so, or to make an award which has this effect. The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement.
- 7.06 The parties agree that the steps, time limits and conditions specified in Articles 6, 7, 8 and 9 shall be binding upon the parties unless an extension of such time limits has been mutually agreed to in writing. Therefore,

an arbitrator or arbitration board may not extend the time for the taking of any step in the grievance procedure under this Collective Agreement.

7.07 The Employer and the Union agree that grievances may be selected to be heard in an expedited format by mutual agreement in writing. In the event that there is no agreement, the grievance will proceed through the normal course of arbitration described above.

In the expedited format, the parties themselves (managers for the Employer and Stewards/Business Agents for the Union) will present their own cases before the arbitrator. The parties will be permitted, but will not be required, to cite legal cases in argument. Decisions in the expedited process will be final and binding, but will not constitute a precedent for any other grievance.

Arbitrators must be selected by mutual agreement and must be able to convene a hearing within thirty (30) days of the referral. For expedited cases, arbitrators shall be instructed to render an oral decision on the day of the hearing, or a written decision no more than forty-eight (48) hours following the hearing.

## **ARTICLE 8 - MANAGEMENT - UNION GRIEVANCES**

8.01 A policy grievance shall be defined as a grievance, filed by either the Union or the Employer, involving a question of application or interpretation of any Article of this Agreement, which arises directly between the Employer and the Union. It shall be submitted directly at Step 3

within ten (10) days following the circumstances giving rise to the grievance. The provisions of this section may not be used with respect to a grievance directly affecting an individual employee or a group of employees. The remaining provisions of Articles 6 and 7, with the required amendments, shall apply to policy grievances.

## **ARTICLE 9 - SUSPENSION OR DISCHARGE**

9.01 A claim by an employee who has successfully completed the probationary period that he has been unjustly suspended or discharged shall be treated as a grievance if a written statement of such grievance is submitted by the Steward at Step 3 within ten (10) days after the date of the suspension or discharge. If a suspension is grieved, the Employer in its sole discretion may elect to delay the enforcement of the suspension until the grievance is settled, abandoned or determined by an arbitrator.

## **ARTICLE 10 - DISCIPLINE**

10.01 When a derogatory notation, including a warning or suspension, is placed against the record of a bargaining unit employee, a copy of such notation shall be delivered to the employee and to a Steward. The copy shall be provided within 5 days from when it is placed against the employee's record.

- 10.02 Any disciplinary notice which is provided to an employee shall be signed by the employee for the sole purpose of acknowledging receipt.
- 10.03 Any action or decision in respect of any employee shall not be based on any disciplinary or counseling document in his/her record which has been on file for more than twelve (12) months.

## **ARTICLE 11 - STRIKES AND LOCK-OUTS**

- 11.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the lifetime of this Agreement, there will be no strike, picketing, slow down or stoppage of or interference with work or product quality, either complete or partial. The Employer agrees that there will be no lock-out of employees. The Union agrees that if any such action takes place it shall repudiate it forthwith and make all reasonable efforts to cause the employees to return to work immediately.
- 11.02 The definitions of the terms "strike" and "lock-out" in Article 11.01 shall be in accordance with the *Labour Relations Act*.

## **ARTICLE 12 - VACANCIES**

- 12.01 Except for entry level positions, where the Employer elects to permanently fill a bargaining unit position, it shall be posted for a period of seven (7) days. Further,



the Employer shall post the job posting at every store at Terminals 1 and 3.

12.02 The Employer shall not be required to follow the posting procedure contained in this Article if the vacancy is not expected to exceed one hundred eighty (180) days or if the vacancy is caused by illness, accident, vacation, leave of absence, pregnancy or parental leave, layoff or promotion posted under this Article.

12.03 The Employer may elect to fill a permanent vacancy for a temporary period not to exceed one hundred eighty (180) days without compliance with the posting and selection process contained in this Article.

12.04 When filling any posting under this Article, the Employer will consider the requirements, profitability and efficiency of the operation and the employees' performance, product knowledge, training, and skills. If the Employer considers certain employees relatively equal on the basis of these factors, seniority shall govern. If in the Employer's sole discretion none of the employees who apply for the posting are qualified to perform the position, the Employer may elect to hire a new employee to fill the position.

Clarity Note: When assessing "product knowledge" for the purposes of filling vacancies in established specialty stores, the Employer will consider any product knowledge that an employee has gained pursuant to training opportunities provided through the "Letter of Understanding re: Specialty Store Vacancies and Training Opportunities".

Postings filled under this Article and the "Employer's sole discretion", as described above, shall be subject to the grievance and arbitration process of the Collective Agreement.

12.05 An employee promoted or transferred to a new position within the bargaining unit shall serve a trial period for up to ninety (90) days worked in the new position. If the employee is unable during this period to meet the requirements in a manner satisfactory to the Employer or the employee finds the job unsatisfactory, he will be returned to the former position, without loss of seniority and at the former hourly rate, and the vacancy may be filled by the Employer in its sole discretion without further posting. Any other employee promoted or transferred because of the rearrangement of positions shall be returned to his or her former position without loss of seniority and at the former hourly rate. While the employee shall serve a trial period of up to ninety (90) days worked in the new position, the Employer is not obligated to keep the employee in the new position for ninety (90) days worked in the new position, and if the employee is not meeting the requirements in a manner satisfactory to the Employer, the Employer may return the employee to his former position prior to the expiry of the ninety (90) days in accordance with this Article.

12.06 It is understood that Article 12.05 does not create a right to a training or familiarization period. That is, in order to be awarded a posted vacancy the employee must be fully capable of performing the job at the time of the posting without any familiarization or training period.

- 12.07 Promotions or transfers to positions outside of the bargaining unit shall not be subject to the provisions of this Agreement.
- 12.08 When the Employer fills a vacancy, all Stewards will be given the name of the transferred employee.
- 12.09 All new full-time job postings will contain a combination of schedules including; Monday to Friday. Tuesday to Saturday and Sunday to Thursday.
- 12.10 All employees that attend scheduled training are paid for a minimum of (4) hours or the length of the training, whichever is greater.

### **ARTICLE 13 - LEAVES OF ABSENCE**

- 13.01 The following Article providing for a leave of absence in the Employer's sole discretion is in addition to the "emergency leave" provisions of the *Employment Standards Act, 2000*, referred to in Article 13.03 below. The Employer may, in its sole discretion, grant an unpaid leave of absence provided that the employee has successfully completed the probationary period. The employee's request must be made in writing and indicate the reason for and the length of the leave requested. All requests must be submitted to the responsible Manager not less than thirty (30) days in advance of the requested date of commencement of this leave. No leave for a

period of greater than ninety (90) days will be granted by the Employer. Emergency requests will be considered. Where the Employer grants a leave of absence in emergency circumstances other than in accordance with this Article, the Employer will have no obligation to provide a similar leave of absence for any other employee and the Employer's decision will not be a precedent for any other employee or otherwise compromise the Employer's rights pursuant to this Article.

13.02 An unpaid leave of absence to attend Union conventions and conferences may be granted to not more than two (2) employees for a total period not exceeding in the aggregate twenty (20) days in any one calendar year (i.e. twenty days total and not twenty days per employee). Not more than one (1) employee may be on leave pursuant to this Article 13.02 at any one time. Applications for such leaves of absence shall be made by the Union in writing at least four (4) weeks prior to the requested leave. Employees on such leave will be maintained on applicable benefit plans, provided the employee continues any obligations he may have pursuant to such plans.

13.03 Pregnancy, parental leave, emergency leave, family medical leave, or any other leaves of absence allowed by the *Employment Standards Act, 2000*, shall be granted by the Employer in accordance with the provisions of the *Employment Standards Act, 2000*.

- 13.04
- (a) A full-time employee who suffers the bereavement of a member of his immediate family shall be granted a leave of absence with pay up to, but not to exceed, three days, subject to the following conditions:
    - (i) The employee has completed his probation period;
    - (ii) The days eligible for payment shall be consecutive and such days shall be scheduled working days of the employee which, but for the bereavement, he would have worked;
    - (iii) The "immediate family" is defined as mother, father, spouse, child, brother, sister.
  - (b) In the event of the death of a full-time employee's or part-time employee's in-laws or grandparents, the leave of absence shall not exceed one days' leave with pay to attend the funeral.
  - (c) The Employer may grant, subject to the operating conditions at the bereaved employee's store, a leave of absence without pay to a bereaved employee up to a maximum of five (5) calendar days. Such additional leave, if granted, shall be added to the paid bereavement leave of absence.
  - (d) A part-time employee who suffers the bereavement of a member of his immediate family shall be granted a leave of absence with pay up to, but not to exceed, two days, subject to the following conditions:
    - (i) The employee has completed his probation period;

- (ii) The days eligible for payment shall be consecutive and such days shall be scheduled working days of the employee which, but for the bereavement, he would have worked; and
  - (iii) The "immediately family" is defined as mother, father, spouse, child, brother, sister.
- (e) Where grandparents have been the legal guardians of the employee or in the event of the death of an employee's legal guardians, such grandparents or legal guardians will be considered equivalent to mother or father for purposes of bereavement leave for full-time and part-time employees as outlined in Article 13.04 (a), (b), (c) and (d).
- (f) Any leave granted pursuant to this Article 13.04, whether paid or unpaid, shall also be considered to be leave pursuant to the emergency leave provisions of the *Employment Standards Act, 2000*. Accordingly, any days off for bereavement leave pursuant to Article 13.04 shall be deducted from the employee's annual entitlement to emergency leave pursuant to the *Employment Standards Act, 2000*.

13.05 If an employee is required by law to appear for jury duty, he will be compensated the difference between the fee paid as a juror and the amount of pay lost for the hours he was scheduled to work but could not work because he was required to attend court for jury duty, provided that he:

- (a) has successfully completed the probationary period;

- (b) notifies his Manager as soon as he becomes aware of the requirement to serve as a juror and provides the Jury Notice;
- (c) presents an itemized statement from the appropriate court official indicating the dates, time of service, and fees paid on each date of service.

If requested by the Employer the employee is required to report for work, if scheduled, for any time that he is not actually required for jury duty, provided that there are at least two hours left in his scheduled shift.

13.06 Employees who are on leave pursuant to this Article 13 shall retain and accumulate seniority while on such leave of absence.

13.07 An employee returning from a leave, as defined in this Article, shall be entitled to return to his/her shift schedule and a comparable store location. The employee is not guaranteed to return to his or her prior store location.

## **ARTICLE 14 - SENIORITY**

14.01 Seniority shall be as defined in Article 14.02 and shall be recognized on a bargaining unit wide basis.

14.02 Newly hired employees shall serve a probationary period of five hundred and twenty (520) hours worked. Probationary employees shall have no seniority rights during this period. Upon completion of the probationary

period, the employee shall have his or her seniority dated back to the start date.

- 14.03 During the probationary period an employee shall be considered as being employed on a trial basis and may be dismissed at the sole discretion of the Employer. Any termination occurring during the probationary period shall be deemed to be just cause for termination or release without notice and shall not be the subject of a grievance and/or arbitration.
- 14.04 Two months after the signing of this Agreement, and in April and October of each year thereafter, a seniority list shall be prepared and posted by the Employer. The Employer will provide copies of the seniority list to the Stewards and the Union's business office.
- 14.05 An employee who accepts a transfer or promotion out of the bargaining unit shall retain any seniority acquired to the date of such appointment but will not continue to accrue seniority. However, such seniority shall be lost if the employee does not return to the bargaining unit within ninety (90) days from the date of such appointment. The Employer agrees to provide a letter to any such employee who is transferred or promoted out of the bargaining unit advising the employee that any accrued seniority in the bargaining unit will be lost ninety (90) days after the transfer or promotion, and the Employer will advise the employee the specific date when seniority will expire. A copy of this letter will be provided to the Union Steward. Thereafter, if the



employee returns to the bargaining unit, then the employee's seniority will re-start at day one.

14.06 It shall be the responsibility of each employee to notify the Employer promptly in writing of any change of address or telephone number. Letters sent by the Employer to the address on record or telephone calls to the telephone number on record will be deemed to be received by the employee and shall satisfy any obligation on the Employer to provide notice to the employee under any provision of this Agreement.

14.07 An employee's seniority and employment shall be deemed to have terminated if the employee:

- (a) resigns from employment with the Employer;
- (b) retires or is retired by the Employer (to the extent allowed by the *Human Rights Code*);
- (c) is discharged for just cause and is not reinstated pursuant to the grievance and arbitration process;
- (d) fails to report for work within the three (3) working days after being recalled by telephone call, provided that the Employer speaks directly with the affected employee, or fails to report for work within the five (5) working days after being recalled by letter (registered mail) from the Employer following lay-off, or fails to report for work on the date and the time specified in the notice, provided such notice complies with the minimum notice requirements of this Article 14.07 (d);
- (e) fails to return to work on the date agreed upon after the completion of a leave of absence or uses an

- approved leave of absence for purposes other than those given as the reason for the leave;
- (f) reports for work under the influence of illicit drugs or alcohol or consumes, sells or distributes illicit drugs or alcohol during a shift or at the Employer's premises;
  - (g) intentionally damages, defaces or destroys the Employer's equipment or other property;
  - (h) is employed or becomes self-employed during a leave of absence, sick leave or during a period for which he has claimed for short term or long term disability benefits, unless the employee has received prior written permission from the Employer;
  - (i) is absent without permission for three (3) days within a twelve (12) month period without notifying his immediate supervisor, unless the failure to notify the supervisor is due to reasons beyond the employee's control or
  - (j) is on lay-off and does not perform work for the Employer for a period of twelve (12) consecutive months.
  - (k) Notwithstanding the above, the following exceptions will apply to Section 14.07(j):
    - 1) For all employees laid off or voluntarily laid off due to the COVID-19 pandemic, the 12 month "recall period" provided for in subsection (j) will be extended through and including September 1, 2022.

2) On September 1, 2022, the Employer will send a letter via registered mail to the last address on file in the Employer's HRIS system to all employees laid off or voluntarily laid off due to the COVID-19 pandemic, and that remain on layoff as of that date, with the following two options, which must be exercised in writing by the employee by October 1, 2022:

a) Extend their 12 month "recall period" provided for in subsection (j) through to and including April 30, 2023;

OR

b) Abandon their recall rights under the Collective Agreement as of September 1, 2022 and have severance paid as per article 26.07 of the collective agreement.

3) If the employee selects Option B, their employment will be terminated as of September 1, 2022 and the employee will lose seniority under the collective agreement.

4) Employee responses to the letters must be received by the Employer's General Manager by October 1, 2022. Any employees that fail to respond by October 1, 2022 will be deemed to have selected Option A.

5) The Employer will provide a copy of the letters to the Union and provide an updated list of employees after October 1, 2022 indicating the option the laid off employee selected.

14.08 If the hours of a full-time employee (as defined in Article 2.03) are reduced such that the employee is regularly scheduled to work less than forty (40) hours per week, averaged over a three consecutive month time frame as contemplated by Article 2.06, then such full-time employee shall have the right to either:

- (i) accept the reduction in hours; or
- (ii) first bump another full-time employee with less seniority in the same type of concept (as the concepts are defined in Article 15.04). If a junior full-time position does not exist within their current concept, then the provisions of paragraph (iii) below will apply; or
- (iii) bump another full-time employee with less seniority in a different concept, as determined by the employer. However, the parties agree that under no circumstances will a senior employee be laid off and a junior (less senior) employee continue to work (regardless of the concepts)

14.09 An employee shall not lose any seniority because of absence due to a verified sickness or accident.

## **ARTICLE 15 - LAY-OFF AND RECALL**

- 15.01 The Employer shall have the right to implement lay-offs of fourteen (14) calendar days or less without complying with the lay-off procedures contained in this Article where the cause of the lay-off is beyond the control of the Employer. The Employer will lay-off part-time employees before any full-time employees. If a lay-off is expected to exceed fourteen (14) calendar days, the Employer will comply with the remaining provisions of this Article 15.
- 15.02 In the event of a lay-off which is expected to exceed fourteen (14) calendar days, a full-time employee shall have the right to bump another full-time or a part-time employee with less seniority, provided that his skills and abilities are sufficient, but only where the senior employee is bumping a junior employee in the same job classification in the same type of concept (as the concepts are defined in Article 15.04). If the senior full-time employee wants to bump a junior employee in a different concept, then the provisions of Article 15.05 will apply.
- 15.03 In the event of a lay-off which is expected to exceed fourteen (14) calendar days, a part-time employee shall have the right to bump another part-time employee with less seniority, provided that his skills and abilities are sufficient, but only where the senior employee is bumping a junior employee in the same job classification in the same type of concept (as the concepts are defined

in Article 15.04). If the senior part-time employee wants to bump a junior part-time employee in a different concept, then the provisions of Article 15.06 will apply.

15.04 The “concepts” for the purposes of this Article are as follows:

Concept 1 - Sales Associate in “Travel Essentials”, which may include the following stores: Relay, Ink, Trip Advisor, 6 & Sundry, One Minute. The Employer reserves the right to change or introduce new stores into the “Travel Essentials” Concept, which may include food and beverage sales.;

Concept 2 – Sales Associate in specialty stores including, but not limited to, iStore, Discover Canada, LOLE, Scoreboard, Sweet Maple, Dylans or any other specialty store concepts which may be introduced by the Employer during the term of this Collective Agreement;

Concept 3 – Warehouse.

15.05 In the event of a lay-off expected to exceed fourteen (14) calendar days, an employee with full-time status shall have the right to bump another full-time employee or part-time employee with less seniority in the same Concept or a lower numbered Concept (see Article 15.04 for Concepts). For example, employees in Concept 2 shall be entitled to bump employees in Concepts 2 or 1, and employees in Concept 1 shall be entitled to bump employees in Concept 1. Employees in Concept 1 shall not be entitled to bump employees in Concept 2. An employee who is employed in Concept 3 – Warehouse shall not be entitled to bump employees in Concepts 1 or 2.

- 15.06 In the event of a lay-off expected to exceed fourteen (14) calendar days, an employee with part-time status shall have the right to bump another part-time employee with less seniority in the same Concept or a lower-numbered Concept (see Article 15.04 for Concepts). For example, employees in Concept 2 shall be entitled to bump employees in Concepts 2 or 1, and employees in Concept 1 shall be entitled to bump employees in Concept 1. Employees in Concept 1 shall not be entitled to bump employees in Concept 2. An employee who is employed in Concept 3 – Warehouse shall not be entitled to bump employees in Concepts 1 or 2.
- 15.07 If an employee exercises his right to bump in accordance with this Agreement, the employee shall be re-classified and paid at the rate of the position he bumps into.
- 15.08 The parties agree that bargaining unit employees do not have the right to bump other employees except in accordance with this Article 15 or 14.08, as the case may be.
- 15.09 The Employer shall have the right to transfer employees to different job functions or shifts. In the event of such a transfer to a classification with a higher rate of pay, the employee shall be paid at the higher rate of pay after two (2) completed shifts worked in the transferred position. Employees transferred to a classification with a lower rate of pay shall maintain their rate of pay for a maximum period of fourteen (14) calendar days.

## **ARTICLE 16 - NO DISCRIMINATION**

- 16.01 (a) Every person has a right to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status or disability pursuant to the Ontario *Human Rights Code*.
- (b) Every person who is an employee has a right to freedom from harassment in the workplace by the Employer or Union or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status or disability pursuant to the Ontario *Human Rights Code*.

## **ARTICLE 17 - BULLETIN BOARD**

- 17.01 The Employer shall provide a bulletin board for posting Union notices. For stores where there is insufficient space for a bulletin board, the employer will provide for a Union binder within that store for the Union's use and maintenance, as required. Only notices which have received the prior approval of the Manager and a Union official may be posted. The Manager and the Union official shall initial notices which they have approved. Such approval shall not be unreasonably withheld. Notices



critical of the Employer or which are politically partisan in nature will not be posted.

## **ARTICLE 18 - HEALTH AND SAFETY**

- 18.01 The Employer, the Union and the employees recognize the benefits to be derived from a safe and healthy place of employment. It is agreed that the Employer, the Union and the employees will cooperate fully to promote safe work practices, health conditions, the prevention of accidents and the enforcement of safety rules and procedures as established by the Employer and the governing regulatory authorities and as defined in the *Occupational Health and Safety Act*.
- 18.02 It is the responsibility of each employee to work safely and to perform his job properly in accordance with established procedures.
- 18.03 The Employer, the Union and the employees agree to comply with the provisions of the *Occupational Health & Safety Act*.
- 18.04 The Employer requires that safety footwear be worn, where applicable.

## **ARTICLE 19 - PAYMENT OF WAGES**

- 19.01 Employees shall be paid bi-weekly by direct deposit. Employees shall receive a statement listing straight time

hours worked, and overtime hours worked, together with all deductions.

- 19.02 In the event of an error in pay of \$75.00 or more, the Employer will correct the error within one (1) day through a petty cash payout. In return, the employee must sign a notice confirming that a cash advance has been provided, and the employee must agree to pay back the amount in cash at the time of the next paycheck. If the employee does not repay as required, then the employee authorizes the Employer to deduct the required amount from the employee's next paycheck.

## **ARTICLE 20 - HOURS OF WORK**

- 20.01 It is understood and agreed that this Article is intended to form the basis of a work week and shall not constitute a guarantee of hours of work per day or per week, or number of days per week.
- 20.02 The Employer shall have the right to implement such shifts, including shift start and end times, and split shifts, as it considers appropriate to meet business and operational requirements, and shall have the right to assign employees to such shifts as necessary.
- 20.03 Without limiting the generality of Article 20.02, the Employer shall have the right to:

- schedule a full-time employee to work five (5) consecutive days and the employee will receive two (2) consecutive days off.
- schedule a part-time employee to work five (5) consecutive days and the employee will receive two (2) days off.

The memorandum of agreement regarding Article 20 will be the exception to this article 20.03.

- 20.04 If an employee is unable to report for work, or is unable to report for work on time, he shall notify his direct manager as soon as possible, and not less than four (4) hours before the start of his shift, unless he is unable to do so for bona fide reasons. The employee shall call the Manager on duty phone number indicating that he will not be able to attend work, or will arrive at work late.
- 20.05 The Employer will make efforts to ensure that the work schedule for all employees is posted by 12:00 p.m. every Wednesday. A copy of the schedule will be made available for the Steward, or in his absence, the Union representative. Such store schedule may be changed by the Employer because of business conditions or in the event personnel fail to show up for work as scheduled. An employee may exchange a work schedule with another employee or change his work schedule only after having obtained prior approval from his Manager.
- 20.06 The Employer will make best efforts to ensure that all work schedules will contain a period of not less than

eight (8) consecutive hours off duty between the last regular shift worked that day and the commencement of the next day's regular shift, subject to any exceptions which may be caused by flight delays or cancellations, or other factors which require the Employer to keep a store open or attended beyond the hours regularly scheduled.

## 20.07 Shift Trading

In circumstances where an employee needs to trade a shift, once the shift has been posted, the employee must get written approval from a manager or supervisor, by completing the Shift Trade Request Form. This request can be made via email or text message as well. Upon the implementation of the Workforce Management system, employees will shift trade via this system. In exceptional cases where employees require assistance, they will obtain direct approval from their Manager.

Shift trades between employees must be within the same concept (excluding iStore) and all shift trades will be paid at regular time and will not be applicable to the overtime rate.

After a shift trade has been made and approved, it is the responsibility of the person who had picked up the shift to ensure that they fulfill the shift.

If an employee is originally scheduled to work, he/she can not pick up an additional shift which would overlap with their scheduled shift.

All requests for shift trades will not be unreasonably denied.

20.08 When the employer requires an employee to move from their assigned store to another store for the day, the employer will make every effort to alternate the re-assigned employee.

## **ARTICLE 21 - OVERTIME**

21.01 An employee shall be paid time and one-half (1½) his regular hourly base rate of pay for all hours worked in excess of forty (40) hours per week.

21.02 Employees who are at work will be required to work overtime in accordance with the hours dictated by flight arrivals and departures.

21.03 Overtime must be approved by the employee's immediate manager, except in the case of overtime in accordance with Article 21.02.

21.04 Overtime requirements shall be distributed as equally as possible among employees who make themselves available and who normally perform the work requiring the overtime.

21.05 There shall be no pyramiding of overtime or other premiums provided for in this Agreement.

## **ARTICLE 22 - REST PERIODS**

- 22.01 Employees who are scheduled to work an eight (8) hour shift will be entitled to two fifteen minute paid breaks, one in the first half and one in the second half of the shift, and a one-half hour unpaid meal break. Employees who are scheduled to work a shift between five (5) and eight (8) hours duration will receive one fifteen minute paid break, and a one-half hour unpaid meal break.
- 22.02 The breaks identified in this Article shall be scheduled at the discretion of the Employer. The breaks identified in this Article shall be taken in such a manner that will ensure continuity of service to the Employer's customers and operations.

## **ARTICLE 23 - HOLIDAYS**

- 23.01 The following shall be recognized as company holidays:

New Year's Day	Family Day (February)
Good Friday	Victoria Day
Canada Day	Civic Holiday (in August) (Full-time only)
Labour Day	Thanksgiving Day
Christmas Day	Boxing Day

Only full-time employees are entitled to the Civic Holiday in August. Eligibility for the above holidays and payment for the holidays will be in accordance with this Article.

- 23.02 The Employer shall have the right to require employees to work on the above holidays. The Employer will

schedule part-time employees before scheduling full-time employees, unless the full-time employee and the Employer agree that the full-time employee will work the holiday.

- 23.03 The amount of pay that a part-time employee shall receive as holiday pay will be determined in accordance with the provisions of the *Employment Standards Act, 2000*. Accordingly, references to employees receiving "holiday pay equal to his normal shift hours at his base rate of pay" in the articles below refers to full-time employees.
- 23.04 If any of the above holidays fall on a day that would ordinarily be a working day for an employee, and the employee is not scheduled to work, the employee shall have the day off work and will receive holiday pay equal to his normal shift hours at his base rate of pay.
- 23.05 If an employee works on one of the above-named holidays, he shall be paid holiday pay equal to his normal shift hours at his base rate of pay, plus pay at one and one half (1 ½) times his regular hourly rate for each hour worked on that day.
- 23.06 If any of the above holidays fall on a day on which the employee is on vacation, then the employee will receive an additional day off which will be taken on the first working day following his vacation, and he shall be paid holiday pay equal to his normal shift hours at his base rate of pay for this day.

- 23.07 If any of the above holidays fall on a day that would not ordinarily be a working day for an employee, he shall be paid holiday pay equal to his normal shift hours at his base rate of pay. In addition, the employee will receive a day off without pay, which shall be taken on the employee's first scheduled working day following the holiday, unless the Employer and the employee agree to a different day, which shall be no more than three (3) months after the date of the holiday.
- 23.08 An employee has no entitlement under Articles 23.03, 23.04, 23.05, 23.06 or 23.07 if he fails, without reasonable cause, to work all of his last regularly scheduled day of work before the holiday or all of his first regularly scheduled day of work after the holiday.
- 23.09 As indicated in Article 23.01 above, only full-time employees are entitled to the Civic Holiday in August. Accordingly, if a part-time employee is scheduled to work on the August Civic Holiday, the employee shall be paid two (2) times his regular hourly rate for each hour he works on the August Civic Holiday, provided that the employee completes his entire scheduled shift. If the employee does not complete his entire scheduled shift on the August Civic Holiday, the employee will be paid only one (1) times his regular rate for each hour worked. Furthermore, the part-time employee shall have no entitlement under this Article if he fails, without reasonable cause, to work all of his last regularly scheduled day of work before the August Civic Holiday or all of his first regularly scheduled day of work after the August Civic Holiday.



23.10 The phrase "without reasonable cause" in this Article 23 shall be interpreted in a manner consistent with the provisions of the *Employment Standards Act, 2000*.

## **ARTICLE 24 - VACATIONS**

24.01 Vacation entitlement shall be as follows:

- (a) a full-time employee who has completed less than one (1) year of continuous full-time employment with the Employer prior to January 1 of any year shall be entitled to vacation and vacation pay in accordance with the *Employment Standards Act, 2000*;
- (b) a full-time employee who has completed one (1) year, but less than five (5) years, of employment with the Employer prior to January 1 of any year shall be entitled to two (2) weeks' vacation.  
Vacation pay to employees eligible for the above vacation shall be four percent (4%) of total earnings earned during the prior calendar year as reflected on the prior year's T-4 statement;
- (c) a full-time employee who has completed five (5) years, but less than ten (10) years, of employment with the Employer prior to January 1 of any year shall be entitled to three (3) weeks' vacation.  
Vacation pay to employees eligible for the above vacation shall be six percent (6%) of total earnings earned during the prior calendar year as reflected on the prior year's T-4 statement;

- (d) a full-time employee who has completed ten (10) years, but less than fifteen (15) years, of employment with the Employer prior to January 1 of any year shall be entitled to four (4) weeks' vacation.

Vacation pay to employees eligible for the above vacation shall be eight percent (8%) of total earnings earned during the prior calendar year as reflected on the prior year's T-4 statement.

- (e) A full-time employee who has completed fifteen (15) years, but less than twenty-five (25) years, of employment with the Employer prior to January 1 of any year shall be entitled to five (5) weeks' vacation.

Vacation pay to employees eligible for the above vacation shall be ten percent (10%) of total earnings earned during the prior calendar year as reflected on the prior year's T-4 statement.

- (f) A full-time employee who has completed twenty-five (25) or more years of employment with the Employer prior to January 1 of any year shall be entitled to six (6) weeks' vacation.

For the purposes of calculating vacation entitlement, an employee's date of hire will govern the entitlements as listed above.

24.02 Vacation pay shall be paid out to full-time employees on the last pay period prior to their vacation, provided that the employee has requested his vacation pay at least fourteen (14) days prior to the vacation start date.

- 24.03 If a full-time employee entitled to vacation pay leaves the employ of the Employer, he shall receive his vacation pay on the following basis:
- (a) less than one (1) year of continuous employment – four percent (4%) of the vacation credits accumulated;
  - (b) one (1) year or more but less than five (5) years of continuous employment – four percent (4%) of the vacation credits accumulated;
  - (c) five (5) years or more but less than ten (10) years of continuous employment – six percent (6) of the vacation credits accumulated;
  - (d) ten (10) years or more of continuous employment – eight percent (8%) of the vacation credits accumulated.
- 24.04 Full-time employees who are eligible for a third or fourth week of vacation shall have such vacation at a time mutually satisfactory to the employee and the Employer. When possible, consistent with operational requirements, the third week of vacation may be scheduled consecutively with the other vacation period.
- 24.05 Part-time employees' vacation periods and vacation pay shall be in accordance with the *Employment Standards Act, 2000*. Vacation pay shall be paid out to part-time employees on the last pay period in May of each year.
- 24.06 Vacation lists shall be posted by April 1 of every year. An employee shall submit his request for vacation by no later than February 28. The request for vacation shall be made in writing on forms provided by the Employer. The Employer will provide the forms to employees in the

December prior to the vacation year. Vacation must be taken at such times as are approved by the Employer having regard to the need to maintain staffing and customer service levels. Subject to the immediately preceding sentence, choice of vacation periods will be based on terminal seniority. If an employee fails to submit his request for vacation as above, or fails to exhaust his vacation entitlement in any year, the Employer may choose the time that the employee must take the vacation.

- 24.07 A vacation year begins January 1 of any year and ends December 31 of that same year.
- 24.08 Vacation must be taken during the vacation year and cannot be banked or carried over into the next vacation year.
- 24.09 Vacation may not be taken until it is fully earned. Vacation is earned in one vacation year and may not be taken until the next vacation year.
- 24.10 In the case of a full-time employee who has been absent during the vacation year, due to illness, and where the total period of such illness has amounted to ninety (90) working days or less, the vacation pay owing to such employee shall be the greater of the applicable percentage of total wages received or the applicable number of weeks' pay. A week's pay shall be defined as forty (40) hours multiplied by the employee's applicable hourly rate in those cases where the employee has regularly worked forty (40) hours.

24.11 Any part-time employee whose employment is terminated for any reason, shall be entitled to vacation and vacation pay pursuant to the *Employment Standards Act, 2000*.

24.12 There will be no blackout period for the purposes of vacation selection except for the last two weeks of December.

For the last two weeks of December, the company will allow for a total of eight (8) employees to be scheduled off for vacation purposes (Terminal 1 – four (4) employees and Terminal 3 – four (4) employees). The selection for vacation for the last two weeks of December will be by seniority and on a rotation basis.

## **ARTICLE 25 - SICK DAYS**

25.01 Full-time employees covered by this Agreement shall be entitled to up to a maximum of six (6) paid sick days per calendar year. The employee shall be paid at his regular rate of pay for these days. Any additional sick days beyond six (6) shall be unpaid. The employee shall be required to produce a medical certificate confirming illness after three (3) consecutive days absence, or earlier, if requested by the Employer.

25.02 Part-time employees who have worked at least twelve-hundred-and-fifty (1250) hours in the prior calendar year

(i.e. pay periods 1 - 26) shall be entitled to up to a maximum of two (2) paid sick days per calendar year. The employee shall be paid at his regular rate of pay for these days. Any additional sick days beyond two (2) shall be unpaid. If the Employer requests, the employee shall be required to produce a medical certificate confirming illness.

25.03 In the event an employee on any day is injured while at work and unable to continue work, he shall not suffer a reduction in pay for the remainder of his scheduled hours on that day.

## **ARTICLE 26 - WAGES AND BENEFITS**

26.01 The wage rates for employees covered by this Agreement are those set out in Schedule "A" attached hereto.

26.02 If during the course of this Agreement, the Employer institutes a new job classification, the Employer will set a wage rate and the Union will be notified. If the Union disagrees with the rate, the Union will so advise the Employer within thirty (30) days of such notification. The parties will then meet within twenty (20) days of the date that the Union advises the Employer that it disagrees with the rate and the parties shall attempt to negotiate the rate. If no agreement can be reached, the Union may refer the issue to the next round of collective bargaining. The Employer agrees that any new wage rate will be at least as much as the lowest wage rate in

effect on Schedule "A" following ratification of this Agreement.

26.03 During the life of this Agreement, full-time employees shall be entitled to the coverage provided by the Employer's group insurance policy in force at the national level from time-to-time (referred to herein as the "Employer's Group Plan"). It is understood that the text of the master agreement, when applicable, prevails over the provisions of this Agreement. It is understood that the Employer's Group Plan in effect at the national level from time-to-time may change. Employees who are currently in the fully funded Pearson Exclusive Health and Dental Plan (referred to herein as the "Class 10 Plan") may stay in that plan. Employees hired after ratification will have the option of enrollment in the Class 10 Plan or the Employer's Group Plan. Any employee who enrolls in the Class 10 Plan, or who is already in the Class 10 Plan, will have the option of enrolling in the Employer's Group Plan at any time. An employee who is currently enrolled in the Employer's Group Plan, or who moves from the Class 10 Plan to the Employer's Group Plan, shall not be entitled to return to the Class 10 Plan at a later date. The Class 10 Plan will be modified to increase the current maximum coverage of the dental plan to \$500.00.

26.04 A full-time employee who is laid-off will have his benefit coverage extend until the end of the month in which he is laid-off.

26.05 During the life of this Agreement, eligible part-time employees shall be entitled to the coverage provided by the Employer's Group Plan for part-time employees in force at the national level from time to time. Enrollment shall be optional and not mandatory for part-time employees. It is understood that the text of the master agreement, when applicable, prevails over the provisions of this Agreement. It is understood that the Employer's Group Plan for part-time employees in effect at the national level from time to time may change. Eligible part-time employees are part-time employees who have worked at least twelve hundred and fifty (1250) hours in the prior calendar year (i.e. pay periods 1 – 26).

26.06 An employee's eligibility for benefit coverage pursuant to this Collective Agreement, if any, shall end when the employee reaches seventy (70) years of age. The Employer shall have no obligation to provide benefits to any employee who is seventy (70) or older.

26.07 Severance:

In the event an employee is displaced from employment as a result of a closure or a permanent lay-off, he shall be entitled to receive:

- (i) Two (2) weeks' notice or notice under the Employment Standards Act, whichever is the greater;
- (ii) Two (2) weeks' pay at his regular non-overtime rate per year of service to a maximum of fifty-two (52) weeks, providing



that the employee has been employed by the Company for five years or more; or severance under the Employment Standards Act, whichever is greater.

26.08 National Plan as defined by the company  
Pearson FT Plan (Plan 10): coverage will remain the same for the term of the collective agreement with the following additions:

At ratification: an additional \$750 /year for a health spending account (HSA) for family coverage and \$500 HSA/year for single coverage.

Effective January 2020: HSA for family coverage to be increased to \$1000.

Pearson PT:

At ratification: PT employees with 10+ years of service averaging 1250 hours per year will have the option of participating in the Pearson FT Health/Dental Plan (Plan 10) as above.

Effective January 2020:

PT employees with 5+ years of service averaging 1250 hours per year will have the option of participating in the Pearson FT Health/Dental Plan (Plan 10) as above. All other PT associates will continue to be eligible to participate in the Pearson PT Plan (Plan 11), including the existing \$500/year HSA plan.—

A summary of all active plans will be included as Schedule D for information purposes only.

Employees currently in the national plan will have one opportunity to return to the Pearson Plan in 2019.

## **ARTICLE 27 - PENSION**

27.01 During the life of this Agreement, full-time employees shall be entitled to be enrolled in and to receive the benefits provided by the Employer's pension plan which is in force at the national level from time-to-time, provided that the employee is eligible in accordance with the terms and conditions of the pension plan in effect from time-to-time. It is understood that the national plan in effect from time-to-time may change. A copy of the current plan will be provided to the Union. If the national plan in effect from time-to-time changes, then the Employer will provide to the Union a copy of the new plan.

The Union acknowledges that, during the course of bargaining for the renewal of this Agreement, the Employer advised the Union that the Employer intends to implement a defined contribution pension plan, and the Employer has provided information to the Union in that regard.

27.02 Part-time employees are not entitled to coverage pursuant to the pension plan, except to the extent provided by applicable legislation. The Employer will monitor the eligibility of part-time employees to ensure

compliance with relevant legislation and will advise a part-time employee when he becomes eligible.

- 27.03 If the Employer's pension plan which is in force at the national level from time to time indicates that employees have restrictions on entitlement or no entitlement after age 65, those provisions will govern, even if the employee remains employed beyond age 65.

## **ARTICLE 28 - GENERAL**

- 28.01 All references in this Agreement to a number of days refer to calendar days, unless expressly stated otherwise in this Agreement.

- 28.02 The Employer's national policy concerning uniforms in effect from time-to-time shall apply to all employees covered by this Agreement. It is understood that the national policy in effect from time-to-time may change. A copy of the current policy is attached as Schedule "C".

## **ARTICLE 29 - TERM**

- 29.01 Upon ratification, this Agreement shall become effective as of May 1, 2023 and shall continue in effect up to and including April 30, 2026. If either party wishes to negotiate a renewal of this Agreement, that party must give notice of its desire to enter into negotiations to the other, not more than ninety (90) days and not less than sixty (60) days prior to the expiry date.

This Agreement shall continue in full force and effect until a new agreement is signed between the parties or until conciliation procedures required by the Labour Relations Act have been completed, and the parties are in a legal strike and lock-out position, whichever date should occur first.

**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed by their duly authorized representatives

Ratified this 27<sup>th</sup> day of September, 2023.

**L.S. Travel  
Retail North America Inc.**

Jenny St. Peter  
Regional Director  
Pearson Airport

Irene DeSousa  
General Manager  
Pearson Airport

Louann Demontigny  
HR Manager  
Pearson Airport

Jingjie Pan  
Regional HR Manager  
Canada and Michigan US

Christopher Downer  
Terminal Manager

**Teamsters,  
Local Union 419**

Harjinder Badial  
Secretary Treasurer

Tracy Vernon-Burgess

Desreen Downer

Ariana Meza

Beverly Zabat

Darshana Trivedi

Lydia Reid

Rosalinda Reyes

Sarika Shah

Nana Bonsra

**SCHEDULE "A" – WAGE RATES**

<b>SALES ASSOCIATES</b>				
<b>Years of Service (As of Date of Anniversary)</b>	<b>Current</b>	<b>May 1, 2023*</b>	<b>May 1, 2024</b>	<b>May 1, 2025</b>
Start	\$15.46	\$18.00	\$18.63	\$19.28
1	\$15.62	\$18.00	\$19.03	\$19.68
2	\$15.83	\$18.00	\$19.03	\$19.68
3	\$16.00	\$18.00	\$19.03	\$19.68
4	\$16.52	\$18.40	\$19.43	\$20.08
5	\$17.06	\$18.80	\$19.83	\$20.48
6	\$17.06	\$19.20	\$20.23	\$20.88
7	\$17.06	\$19.60	\$20.63	\$21.28
8	\$17.06	\$19.90	\$20.93	\$21.58
9	\$17.06	\$20.20	\$21.23	\$21.88

\*Retro pay will be paid out in the form of a lump sum payment through payroll. Retro pay will be subject to statutory deductions.

<b>Seniority Premium</b>	<b>Current</b>	<b>FINAL Proposal</b>
10 – 14 years	\$0.35	\$0.50
15 -19 years	\$0.70	\$1.00
20+ years	\$1.75	\$2.50

Early Close Premium	Current	FINAL Proposal
Effective upon ratification	\$7.50	\$10.00

Travel subsidy: For every day worked, Employees shall receive a travel subsidy in the amount of \$7.20 per day. From the time of ratification through April 30, 2026, full time associates available to work five days per workweek but only scheduled to work four days per week will receive a travel subsidy for five days per week. The travel subsidy will be proportionally increased in line with the GTAA increases in parking during the life of this agreement.

<b>WAREHOUSE ASSOCIATES</b>				
<b>Years of Service (As of Date of Anniversary)</b>	<b>Current</b>	<b>May 1, 2023*</b>	<b>May 1, 2024</b>	<b>May 1, 2025</b>
Start	\$15.97	\$18.50	\$19.15	\$19.82
1	\$16.13	\$18.50	\$19.55	\$20.22
2	\$16.34	\$18.50	\$19.55	\$20.22
3	\$16.50	\$18.50	\$19.55	\$20.22
4	\$17.03	\$18.90	\$19.95	\$20.62
5	\$17.57	\$19.30	\$20.35	\$21.02
6	\$17.57	\$19.70	\$20.75	\$21.42
7	\$17.57	\$20.10	\$21.15	\$21.82
8	\$17.57	\$20.40	\$21.45	\$22.12
9	\$17.57	\$20.70	\$21.75	\$22.42

\*Retro pay will be paid out in the form of a lump sum payment through payroll. Retro pay will be subject to statutory deductions.

<b>Seniority Premium</b>	<b>Current</b>	<b>FINAL Proposal</b>
10 – 14 years	\$0.35	\$0.50
15 -19 years	\$0.70	\$1.00
20+ years	\$1.75	\$2.50



Early Close Premium	Current	FINAL Proposal
Effective upon ratification	\$7.50	\$10.00

Travel subsidy: For every day worked, Employees shall receive a travel subsidy in the amount of \$7.20 per day. From the time of ratification through April 30, 2026, full time associates available to work five days per workweek but only scheduled to work four days per week will receive a travel subsidy for five days per week. The travel subsidy will be proportionally increased in line with the GTAA increases in parking during the life of this agreement.

## **SCHEDULE "B" – PENSION PLAN**

A summary of the current pension plan will be provided.

The Union acknowledges that, during the course of the negotiations for the renewal of this Agreement, the Employer advised the Union of its intention to move to a defined contribution pension plan and, as a result, a summary of benefits will be provided. The summary will change should the national plan in effect from time to time change.

## **SCHEDULE "C"**

### **EMPLOYEE APPAREL POLICY--- AIRPORT 2018 LESTER B. PEARSON AIRPORT**

Refer to the Paradies Legardere Policy regarding Attire & Grooming

The company will provide all full-time associates with 5 uniform shirts at time of hire.

The company will provide all part-time sales associates with 3 uniform shirts and warehouse associates with 4 uniform shirts at time of hire.

Should your uniform shirt become damaged or worn it will be replaced at no cost to the associate. Damaged or worn uniforms can be exchanged at any time for a new uniform shirt.

**November 16, 2006**

### **EMPLOYEE APPAREL POLICY--- AIRPORT 2006 LESTER B. PEARSON AIRPORT**

#### **PRESENTATION/DRESS CODE STANDARDS**

THE DRESS CODE STANDARDS AS STATED BELOW ARE TO BE FOLLOWED AT ALL TIMES WHEN PERFORMING RETAIL DUTIES FOR HDS/RNA. THE COMPLETE DRESS CODE INCLUDES ALL OF THE FOLLOWING:

**\* SHIRT (KHAKI IN COLOR, SUPPLIED BY HDS / RNA, 3 SHIRTS PART TIME, 5 SHIRTS FULL TIME)**

Button Down Twill Shirts Khaki”

- By Male/Female sizing, short sleeve/long sleeve
- Employee allotment is as follows: Management/Full Time **5** Shirts, Part Time **3** Shirts
- Shirts to be replaced once a year or as required by condition of garment. Records to be kept by Manager to ensure replacement is according to policy

**\* PANT/SKIRT (BLACK ONLY)**

- Remains employee’s cost
- Colour to be worn is “Black” only

**\* SOCKS/HOSIERY**

- Remains employee’s cost

**\* DRESS/WALKING SHOES**

LEATHER DRESS SHOE OR DARK ATHLETIC, REEBOK, NIKE, WOLVERINE, NO-NAME BRAND ARE THE ACCEPTABLE TYPES OF FOOTWEAR PERMITTED. SHOES MUST BE CLOSED-TOED.

- Remains employee’s cost

**\* OVERLAYING CARDIGAN OR VEST (BLACK OR CHARCOAL GREY)**

- Remains employee’s cost

- Black and charcoal grey are acceptable

**\* BLACK LANYARD WITH SECURITY PASS AND NAME TAG**

- This is part of the employee dress code and is to be worn at all times with your name printed on both sides

**PLEASE NOTE THE FOLLOWING: CARDIGANS AND VEST MUST BE WORN NO LOWER THAN 8 INCHES ABOVE THE KNEE, FULL FRONT BUTTON OR FULL FRONT ZIPPER.**

**HOODED, FULL BODY LENGTH, AND FLEECE CARDIGANS/VEST ARE NOT PERMITTED.**

**THE SHIRT IS TO BE WORN TUCKED NEATLY INTO THE DRESS PANT OR SKIRT AT ALL TIMES. EXCEPTION TO THIS IS IF THE WOMAN EMPLOYEE IS EXPECTING AT THE TIME.**

**REGARDS,  
SEPTEMBER 22ND, 2003**

**EMPLOYEE APPAREL POLICY (WAREHOUSE)---  
AIRPORT 2003  
LESTER B. PEARSON AIRPORT**

## PRESENTATION/DRESS CODE STANDARDS

THE DRESS CODE STANDARDS AS STATED BELOW ARE TO BE FOLLOWED AT ALL TIMES WHEN PERFORMING RETAIL DUTIES FOR HDS/RNA. THE DRESS CODE CONSIST OF THE FOLLOWING:

<b>Warehouse Staff</b>	<b>Cost Responsibility</b>		<b>Quantity of Garment</b>		
	Employee	Company	FT	PT	Warehouse
<b>Description of Garment</b>					
<b>Company Supplied</b>					
Polo Shirt		Yes	5	4	
Gloves		Yes	Optional	Optional	
Apron		Yes	Optional	Optional	5 max.
Winter Jackets		Yes			5 max.
Back Support Belt		Yes			As Required
<b>Employee Supplied</b>					
Safety Shoes	Yes	<b>\$125 Annually with receipt</b>	Optional	Optional	
Pants/Skirt	Yes				
Socks/Hosiery	Yes				

**SHIRTS:**

- To be replaced once a year or as required by condition of garment. Records to be kept by Manager to ensure replacement is according to policy.

**WINTER JACKETS/BACK SUPPORT BELTS:**

- To be replaced as required, based on wear/condition of garment.

## **MEMORANDUM OF AGREEMENT REGARDING ARTICLE 20**

During the term of the Collective Agreement between the parties which expired October 31, 2003, the Employer implemented shift changes in or about June 2001. The shift changes required employees to work two (2) weekend days per month. Pursuant to a Memorandum of Agreement entered into between the Union and the Employer dated June 19, 2001, the Employer made an exception for certain "grandfathered" employees as defined in the Memorandum of Agreement. The Memorandum of Agreement with respect to grandfathered employees was extended in the last round of collective bargaining and is scheduled to expire at the same time as the current Collective Agreement ceases to be in effect (the current Collective Agreement has an expiry date of October 31, 2015). The parties hereby agree that the Memorandum of Agreement dated June 19, 2001 will be extended again until the expiry of the Collective Agreement in effect between November 1, 2015 and October 31, 2018. Other than changing the expiry date, there are no other changes to the Memorandum of Agreement dated June 19, 2001. A copy of the June 19, 2001 Memorandum of Agreement is attached.



## **MEMORANDUM OF AGREEMENT**

1. The Union acknowledges and agrees that the Company has the right to implement shift changes and to assign employees to those shifts, and the Union acknowledges that the shift changes which are the subject of this grievance were fully within management rights.
2. Notwithstanding the Company's management rights described above, the Company agrees to grandfather certain full-time employees described below. The grandfathered employees will not be obligated to comply with the shift changes which are the subject of this grievance, but will instead be subject to the terms set out in paragraph 5 below. Other than the grandfathered employees, all other full-time and part-time employees will be obligated to comply with the shift changes which are the subject of this grievance.
3. Grandfathered employees for the purposes of this Memorandum of Agreement are described as follows. Full-time employees who were hired on or before March 23, 2010 as indicated by the seniority list "hire date" and as reflected on the seniority list dated June 19, 2001 (attached).
4. For greater certainty, grandfathered employees include only employees with the required service who are currently full-time employees, and do not include any part-time

employees who might become full-time employees at any time in the future.

5. Grandfathered employees will be required to work one Saturday or one Sunday per month as scheduled by the Company. If the grandfathered employee fails to work the shift as scheduled, he or she will then be obligated to work two Saturdays or two Sundays or one Saturday and one Sunday in the following calendar month.
6. Full-time employees who are grandfathered and who become part-time employees at any time after the date of this Memorandum of Agreement will lose his or her status as a grandfathered employee.
7. The Union agrees that the subject matter of this grievance is hereby fully and finally settled.
8. The Union agrees that it will not file any application with the Ontario Labour Relations Board regarding the shift changes which are the subject of this grievance.
9. The exemption provided to the grandfathered employees in paragraph 2 above will cease to be in effect at the same time as the current Collective Agreement ceases to be in effect.

## **LETTER OF UNDERSTANDING**

### **RE: SPECIALTY STORE VACANCIES AND TRAINING OPPORTUNITIES**

In the interest of providing advancement opportunities to employees, job vacancies in "established" (as opposed to new) specialty stores will be filled in accordance with the applicable Articles of this Collective Agreement, and the following:

Notwithstanding Article 12.06, employees who have consistently met the performance requirements of their existing role (for example, attendance, suggestive selling, and customer service) will be considered for the specialty store vacancies and provided with the applicable training to enable their success in the role.

In addition to the above, and in the interest of providing advancement opportunities to the employees, the Employer agrees to offer training for specialty stores three times per year during the term of this Collective Agreement. The Employer will post a list offering the training for employees to sign. Seniority and performance requirements (as reflected in the most recent DPA, or any future performance management document) shall govern the employees selected for training. (Applicants will be reviewed by the Home Office Human Resource Manager or Director and the Human Resource representative at LBP Airport.) The Employer agrees to train at least 10 employees per training session. The Union will be

provided with a list of employees who have received the training. The time spent by employees in this training will be considered to be voluntary, and therefore the training will be unpaid time. However, if an employee who takes the training is hired into a specialty store within 12 months of the training, then the employee will be paid for the time previously spent in this training.

With respect to the Performance Review referred to above, it is agreed that the manager will review the Performance Review with the employee for 10-15 minutes and then provide a copy of the Performance Review to the employee.

The parties agree that this Letter of Understanding will be subject to the grievance and arbitration process of the Collective Agreement.

Clarity Note: An "established" specialty store means a store that has been open for 3 months or longer.

## **LETTER OF UNDERSTANDING**

### **RE: CUSTOMER ISSUES**

The Employer and the Union agree that, if an employee encounters any difficulties with a customer, the employee shall record the incident on the daily sales dashboard and also notify his manager of the incident at his first opportunity. If the employee feels that the issue has not been properly resolved by the manager, then the employee should contact the Employer's Human Resources Representative at LBP Airport.

## **LETTER OF UNDERSTANDING**

### **RE: PART-TIME EMPLOYEES AND WEEKEND REQUESTS**

The Employer and the Union agree that if a part-time employee requires a schedule change to allow for a Saturday or Sunday (or both) days off from their schedule due to personal reasons, the employee shall request the day(s) off in writing one (1) week prior to the request. The request forms shall be made on standard forms provided by the Employer. The Employer shall make all reasonable efforts to comply with the request.

## **LETTER OF UNDERSTANDING**

### **RE: FULL TIME EMPLOYEES WORKING SUNDAY TO THURSDAY SCHEDULES OR TUESDAY TO SATURDAY**

In the interest of disturbing a fair rotation of weekends off for employees working Sunday to Thursday or Tuesday to Saturday schedules, the employer and the union agree that those employees working such shifts will be provided with one full weekend (Saturday and Sunday) off per month, if requested by the employee.

**LETTER OF UNDERSTANDING**  
**RE: NEW HIRES AND SCHEDULING**

The employer and the union agree that prior to offering newly hired employees with morning schedules, the employer will post the new shift schedules under the process listed in article 12. The employer would only be required to post such shifts if they are for the morning (3am to 1159am). This would provide current employees with the opportunity to work morning shifts.



## **LETTER OF UNDERSTANDING**

### **RE: GRACE PERIOD**

The parties agree that all employees will be provided with a five (5) minute grace period. It is understood that frequent tardiness will be addressed through the Employers Performance Management practices. Anything beyond Five (5) minutes will be subject to payroll deductions. The exception will be the IFC (infield stores) where a 15-minute grace period will apply, subject to same performance management practices noted above.

# 2023

## January

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

## February

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

## March

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## April

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

## May

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

## June

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

## July

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

## August

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

## September

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

## October

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

## November

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

## December

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

# 2024

## January

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

## February

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

## March

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

## April

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

## May

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## June

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

## July

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

## August

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## September

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

## October

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

## November

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

## December

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

# 2025

## January

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## February

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

## March

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

## April

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

## May

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## June

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

## July

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

## August

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

## September

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

## October

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## November

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

## December

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

# 2026

## January

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## February

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

## March

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

## April

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

## May

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

## June

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

## July

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## August

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

## September

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

## October

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## November

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

## December

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		



Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Work Address: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Union Steward: \_\_\_\_\_

Phone: \_\_\_\_\_

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L5T 1B4

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Teamster  
Contract



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