

SOURCE	Co.		
EFF.	95	02	21
TERM.	98	01	31
No. OF EMPLOYEES	150		
NOMBRE D'EMPLOYÉS	150		

COLLECTIVE AGREEMENT

BETWEEN:

**PEPSI-COLA CANADABEVERAGES (OTTAWA),
a division of Pepsi-Cola Canada Ltd.**

- and -

**SOFT DRINK WORKERS JOINT LOCAL EXECUTIVE COUNCIL OF
ONTARIO, OF THE UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION, LOCAL 387.**

Effective: February 1, 1995

Expiry: January 31, 1998

JAN 12 1996

00652(05)

Table of Contents

<u>Clause</u>		<u>Page No.</u>
Address & Telephone No.	Article 8	8
Benefits	Annex 5	31
Benefits	Article 27	25
Bereavement Leave	Article 20	20
Bulletin Board	Article 9	8
Disciplinary Record	Article 26	25
Gender	Article 6	8
Grievance & Arbitration Procedure	Article 11	9
Hours of Work	Article 16	16
Jury Duty	Article 19	19
Labour/Management Meetings	Annex 2	30
Lead Person	Article 22	21
Leave of Absence	Article 25	24
Management Rights	Article 3	4
Non-Discrimination	Article 7	8
Paid Holidays	Article 17	17
Pension	Annex 4	30
Probationary Employees	Annex 7	32
Probationary Period	Article 10	9
Purpose	Article 1	3
Retroactivity	Annex 4	30
Safety	Article 23	22
Scope	Article 2	3
Seasonal Employees	Annex 3	30
Seniority	Article 12	11
Severance	Article 28	26
Sick Leave	Article 21	20
Strike/Lockout	Article 13	15
Supervisors Performing Bargaining Unit Work	Article 15	15
Technological Change	Article 14	15
Temporary Employees	Annex 6	31
Term of Agreement	Article 29	26
Uniforms	Annex 1	28
Union Representatives	Article 5	6
Union Security & Check-Off	Article 4	5
Vacations	Article 18	18
Wages	Article 24	22

COLLECTIVE AGREEMENT

BETWEEN:

PEPSI-COLA CANADABEVERAGES (Ottawa)
a division of PEPsi-COLA CANADALTD
(hereinafter referred to as "the Company")

- and -

SOFT DRINK WORKERS JOINT LOCAL EXECUTIVE
COUNCIL OF ONTARIO, OF THE UNITED FOOD AND
COMMERCIAL WORKERS INTERNATIONAL UNION,
LOCAL 387,
(hereinafter referred to as "the Union")

ARTICLE 1 PURPOSE

- 1.01 It is the intent and purpose of the parties to ~~set~~ forth herein their agreement ~~with~~ respect to rates of pay, ~~hours~~ of ~~work~~, and conditions of employment to be observed by the Company, the Union, and the employees covered by ~~this~~ Agreement; to provide procedures for equitable adjustment ~~of~~ grievances; to assure the development ~~of~~ efficiency for the profitable operation of the Company's business; and to promote harmonious relations between the Company, its employees and the Union.

ARTICLE 2 SCOPE

- 2.01 The Company recognizes the Union as the exclusive collective bargaining agent for ~~hours~~, ~~wages~~, and other conditions of employment for all regular ~~full-time~~ production, warehouse, ~~fleet~~, vending, ~~sales~~, delivery, and employees at its Ottawa, Ontario plant located at 869 ~~Belfast~~ Road, excluding ~~tel-sell~~, supervisors, clerical or ~~office~~ employees, professionals, quality control technicians, security guards, syrup room employees, ~~seasonal~~ employees, salaried employees, and all other employees not covered by ~~this~~ Agreement.

~~This Recognition~~ clause ~~shall~~ be construed to apply to employees and not to work. It ~~shall~~ not be ~~construed~~ to mean that any employee or classification of employee has an exclusive right to any work. No regular ~~full-time~~ employees ~~shall~~ lose their employment because of the Company contracting out the work being done by the employees.

ARTICLE 3
MANAGEMENT RIGHTS

3.01 The Company retains the sole right to manage the *affairs* of the business and to ~~direct~~ the working force. The following enumeration of management rights ~~shall~~ not be deemed to exclude other rights of management not specifically set forth. The Company, therefore, retains all rights not otherwise specifically restricted by this Agreement.

Such functions of management include, but are not limited to: the right to determine all methods of ~~selling~~, marketing, producing, warehousing, distributing, merchandising, ~~and~~ advertising of products including pricing of products; the right to introduce or test new or improved sales, distribution, production methods; the right to ~~establish~~, assign, ~~alter~~, changes, adjust, discontinue and combine sales territories and routes; the right to add new products or ~~cancel~~ existing products and to adjust territories and routes due to the addition or subtraction of such products; the right to determine the location and number of production and distribution facilities; the right to determine the sales areas the Company will service and the customers in such areas where it will serve; the right to allocate and assign work or transfer work out of the bargaining unit; the right to allocate and assign work or transfer work from one department to another; the right to establish standards and to maintain the efficiency of employees; the right to introduce new or improved production methods, or facilities; the right to reduce the workforce; the right to determine the number of employees required to perform job or function; the right to assign employees to a job or shift and to rearrange jobs and functions to eliminate slack and idle time; the right to determine the amount of overtime and the assignment of overtime to the employees; the right to plan and schedule production; the right to schedule shifts, work hours and work week; the right to abolish past work customs and practices; the right to hire, fire, transfer, promote or demote employees; the right to lay off, terminate or otherwise relieve employees from duty; the right to make and enforce rules for the maintenance of discipline; the right to suspend, discharge or otherwise discipline employees for cause and to take such other measures as the Company may determine to be necessary to the orderly, efficient or economical operation of its business; the right to subcontract work; the right to establish and administer tests; the right to require medical examination; the right to change and adjust scheduling of territories and routes; the right to change and eliminate geographical sectors; the right to curtail, sell or lease the business or any part thereof; the right to discontinue or merge departments; the right to adjust, reduce or increase machine speeds; the right to introduce new jobs and the rates to paid with respect to them during the contract term; the right to determine the processes and materials to be employed; the right to discontinue processes or operations or to discontinue their performance by employees of the Company; the right to determine the number of cases and the number of customers that Delivery Merchandiser is to deliver and call on, on a daily basis with or without a helper; the right to assign vehicles; the right to deduct for settlement sheet shortages from any employee who has been assigned responsibilities c a route and who has signed an issue slip accepting responsibility of the merchandises;

the right to deduct from any employee who has accepted a not-sufficient **fund** cheque where it has been specified that not cheques should be accepted **from an** account; the right to deduct **from** any employee who **has** extended credit where it has been **specified** that no credit should be given to an **account**; the right to establish House **Accounts** or dock pick-up **accounts-direct** warehouse accounts which **will** not be the **responsibility** of the **presales** rep and for which he **will** not receive commissions; the right to establish **House** Accounts or dock pick-up **accounts-direct** warehouse accounts which **will** be delivered by employees selected by the Company or Agents of the **purchaser**; the right to have delivery personnel **sort empty** bottles returned to plant; the right to cut **off** all employee benefit plans in the event of a strike; the right to determine **financial** and administrative policies, including general accounting procedures and customer relations; the right to determine qualifications required by an employee to perform any particular **job**.

The **listing** of specific rights in **this** Agreement is not intended to be, nor **shall** be restrictive of or a waiver of any of the rights of management not listed and **specifically** surrendered herein whether or not such rights have been exercised by **the** Company in the past.

The Company agrees that these functions will **be** exercised in a manner not inconsistent with any article or section of **this** Agreement.

ARTICLE 4

UNION SECURITY AND CHECK-OFF

4.01 UNION MEMBERSHIP

Every employee covered by **this** Agreement **shall**, as a condition of his continued employment, become and remain a member of the Union in good **standing**. Employees **hired** after the effective date **of this** Agreement shall, as a condition of employment, join the Union at the **end** of their probationary period.

4.02 CHECK-OFF

The Company agrees to deduct weekly **from** the **earnings** of regular and probationary employees, regular Union dues and to remit the **amount** so deducted monthly to the designated officer of the Union.

In order that the Company have definite **instructions** as to what amount **is** to be deducted for monthly dues, it is **agreed** that the Union **shall** promptly **notify** the Company, in writing, over the **signature** of its designated **Officer**, the amount of the deduction to be made by the Company for regular monthly dues, and the Company **shall** have the right to continue to rely on such written notification from the Union signed with the same formality.

4.03 INDEMNIFICATION

The Union agrees to hold the Company harmless against all claims, demands and expenses should any person, at any time, contend or claim the Company has acted wrongfully in making such dues deductions.

ARTICLE 5
UNION REPRESENTATIVES

5.01 ACCESS TO PLANT

The Representative of the Union may visit the plant in accordance with the Company's procedure to conduct Union business with the Company and/or to assist in adjusting grievances. The Representative will be accompanied by the Designated Company Representative while on the premises. This privilege shall be so exercised that no time is lost unnecessarily to the Company or the employees.

5.02 SHOP STEWARDS

The Company recognizes the right of the Union to designate a reasonable number of Shop Stewards, not to exceed Twelve (12) Stewards to handle such Union business as may from time to time be delegated to them by the Union, which shall not interfere with any employee's regular work, unless prior approval has been granted by the Company. The Company will not recognize an employee as a Steward unless it has received such notification from the Union. Shop Stewards have no authority to take strike action or any other action interrupting the Company's business or the efficiency of the operation in violation of this Agreement or any action in violation of the law. The Company, in so recognizing such limitations shall have the authority to impose proper discipline, including discharge without recovery, to such Shop Steward, in the event the Shop Steward has taken unauthorized strike action, slow-down, sit-down, picketing, boycott, concerted activity, refusal to work or work stoppage in violation of this Agreement. A Shop Steward shall be an employee of the Company and must have completed one (1) year of employment unless mutually agreed between the Company and the Union. Grievance meetings will ordinarily be held before or after the working hours of the aggrieved employee. However, when the Company and the Union agree to schedule a grievance meeting during the working hours of a Union Representative authorized to process the grievance or the aggrieved employee, or a witness whose presence is mutually agreed to be necessary, such employees will be paid for the actual time lost.

The Company shall not be required to meet with more than one (1) Steward at any one time except as provided for in the Agreement • i.e. committees.

Shop Stewards shall not deal with a grievance during working hours without the prior permission of their Supervisor and in return for this, shall be paid their regular rate for time ~~lost~~ during such investigation.

5.03 UNION ACTIVITIES

There shall be no solicitation of membership in the Union or any other Union activity during employees' working hours unless the activity is specifically authorized by this Agreement.

5.04 PAY FOR UNION REPRESENTATIVES WHEN AUTHORIZED TO BE ABSENT

A Union Representative who requests to be absent from work to attend Union conventions or seminars, must present the request in writing to the Company at least five (5) working days in advance of the meeting, and the Company will give due consideration to the request. The Union will reimburse the Company for the wages and fringes to be paid to the Union Representative while absent from work.

5.05 UNION NEGOTIATING COMMITTEE

The Union shall have the right to select a Negotiating Committee consisting of the Local Union President and one (1) representative each from Warehouse, Production and Distribution areas, for a total of four (4). All members must have seniority with the Company and committee members who are absent from work for the sole purpose of labour negotiations shall be paid for time ~~lost~~ limited to eight (8) hours per day on scheduled negotiation days. The Union shall reimburse the Company at 50% of such cost.

The Union shall notify the Company, in writing, of the names of its officers, stewards and committee members. The Company shall not be required to recognize any officer, steward or committee member until such notification from the Union has been received.

5.06 UNION RESPONSIBILITIES

The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent of the unit, and will cooperate and support the Company's efforts to assure a full day's work on the part of its members; actively combat absenteeism and any other practices which restrict optimum efficiency; improve the quality of workmanship and service; prevent accidents and strengthen goodwill between the Company and with the employees, the customer and the public.

**ARTICLE 6
GENDER**

- 6.01 The Use of the masculine gender in **this** Agreement shall be deemed to refer to persons of both sexes.

**ARTICLE 7
NON-DISCRIMINATION**

- 7.01 There ~~shall~~ be no discrimination against any employee ~~because~~ of race, ancestry, place of ~~origin~~, colour, ethnic ~~origin~~, citizenship, creed (religion), ~~sex~~, sexual orientation, handicap or ~~disability~~, age, ~~marital status~~, family status, record of offenses or membership in the Union.

The Company recognizes its commitment and obligation to ensure that **all** employees, in accordance with **the Ontario Human Rights Code**, work in an environment based upon mutual respect and cooperation and free from harassment of any kind.

**ARTICLE 8
ADDRESS AND TELEPHONE NUMBER**

- 8.01 Each employee, whether active or inactive, shall keep the Company advised of ~~his~~ current ~~address~~ and telephone number, or contact, if a telephone is not available. The mailing of a notice to the address ~~furnished~~ to the Company by ~~each~~ employee ~~shall~~ be deemed to be compliance by the Company with any provision in **this** Agreement which require written notice ~~to~~ an employee.

**ARTICLE 9
BULLETIN BOARD**

- 9.01 The Company ~~shall~~ provide a Bulletin Board at locations to be designated by the Company for the purpose of allowing the Union Steward to post official Union notices only. These notices must be duly signed by an officer of the Union and previously approved by management and restricted to:

- (1) notices of Union recreational and social ~~affairs~~;
- (2) notices of Union elections;
- (3) notices of Union appointments and results of Union elections;
- (4) notices of Union meetings;

- (5) other notices concerning bona fide Union activity such as: *Credit Unions*

There shall be no general distribution or posting by employees of pamphlets, advertising or political matter, notices, or any kind of literature upon Company property other than as herein provided.

ARTICLE 10 PROBATIONARY PERIOD

- 10.01 An employee shall be considered to be on probation and shall not be entitled to any seniority rights until after completing sixty-five (65) work days within a period of six (6) consecutive months from the date of last hire. If such employee shall be continued in the employ of the Company after the expiration of the probationary period, the length of service shall be computed from the date of last hire. Part-time and temporary employees who are hired on a full-time basis and have worked sixty-five (65) days in the immediately previous six (6) months, shall be credited with completing their probationary period and their last date of hire for seniority list purposes shall date sixty-five (65) days prior to the change to full-time basis.

An employee on probation may be discharged at the sole discretion of management and without just cause.

ARTICLE 11 GRIEVANCE AND ARBITRATION PROCEDURE

- 11.01 GRIEVANCE PROCEDURE

Should differences arise between the Company and an employee, or between the Company and the Union, as to the meaning or application of the provisions of this Agreement only, there shall be no suspension or stoppage of work. The employee or the Union shall present all grievances within five (5) working days from the occurrence, situation, condition, or action of management giving rise to the grievance, or the grievance shall be considered waived.

Step 1: The employee shall discuss the grievance with supervisor involved. The supervisor will attempt to settle the grievance within twenty-four (24) hours after the discussion with the aggrieved employee. If not settled at Step 1, the employee may take the grievance to Step 2.

Step 2: The employee or Steward shall submit the grievance in writing to the Department Manager within three (3) working days following notification of the Company's first step decision. The Department

Manager, or his designee, shall attempt to resolve the grievance within three (3) working days. If not settled at Step 2 the written grievance may be submitted to Step 3. The written grievance shall identify:

- (1) the facts giving rise to the grievance;
- (2) the Article and Section of the Agreement the Union alleges that the Employer violated;
- (3) the relief requested, and the grievance shall be signed by the employee and countersigned by the Steward.

Step 3: The employee or Union shall notify the Regional Manager or his designee within three (3) working days after receipt of the Department Manager's second step decision of its intent to pursue the grievance. The Regional Manager, or his designee will meet with the Union's Business Representative, or his designee, to resolve the matter. In the event a settlement is not reached within five (5) working days, a dispute shall exist, and the resolution of the dispute shall be subject to arbitration. Grievances involving the suspension or discharge of an employee may begin at Step 3.

Those parties agree to follow each of the foregoing steps in the processing of grievances, and that if at any step the Company fails to give its answer within the time limit set forth, the Union may appeal the grievance to the next step. If at any step the employee fails to require the grievance to be submitted to the next step within three (3) working days following the expiration of the time limit as set forth in the step procedure, the grievance will be deemed by both parties to be settled.

The Company and the Union may extend the time limit set forth in the grievance procedure by mutual agreement. The party requesting the extension must do so in writing. Only a single grievance may be heard by the arbitrator at one time, except by mutual agreement.

It is understood that the Company may bring forward and give to the Union at any time any grievance:

- (1) with respect to the conduct of the Union, its officers or committeemen;
- (2) with respect to the conduct of the employees generally;
- (3) with respect to the application or interpretation of any provision of this Agreement.

The Company will first discuss with the Union the circumstances giving rise to the grievance before submitting a formal grievance herein.

The grievance will be presented in writing to the officials of the Union and meeting will be held ~~within~~ seven (7) calendar days ~~with~~ the Union and its Representative. Failure to agree ~~within~~ a period of four (4) calendar days subsequent to the meeting will ~~permit~~ the Company to refer the matter to a Board of Arbitration as hereinafter described, ~~within~~ ~~thirty~~ (30) calendar days.

11.02 **ARBITRATION**

A dispute shall be deemed settled unless a written notification requesting arbitration is received by the Company ~~from~~ the Union Business Representative ~~within~~ ten (10) working days of the Union's receipt of the Company's Step 3 decision under the grievance procedure. The written notification must state the issue to be arbitrated. If the Union submits a written request, the Company and the Union shall attempt to agree upon a neutral person whom they shall designate as the arbitrator. If they are unable to agree upon the selection of such an arbitrator, they shall request the Ministry of Labour for Ontario to appoint an arbitrator.

Employees, including Union Stewards, Representatives, and committeemen requested by the Union to attend a hearing during working hours, shall not be paid for the time lost.

The Company has the right to insist that the griever be present during the hearing.

Any arbitrator selected under the provisions of this Article shall have the authority to render a decision which shall be final and binding on the parties to the extent provided by the law. Such decisions must be rendered ~~within~~ thirty (30) days of the hearing, unless otherwise agreed to by both the Company and the Union. The arbitrator shall have no power to alter or modify any of the terms of this Agreement, or to impose on any party a limitation or obligation not explicitly provided for in this Agreement. The professional fees of the Arbitrator plus any other related expenses over and above those fees, shall be borne equally by both the Company and the Union.

ARTICLE 12 **SENIORITY**

12.01 As outlined in Article 2.01, seniority shall ~~mean~~ continuous employment in the bargaining unit covered by this agreement.

Benefit eligibility will start when the employee obtains full time status pursuant to the Benefits contract coverage.

In all other instances, seniority shall ~~mean~~ continuous employment in the production, warehouse, vending, fleet, sales and delivery departments.

For those employees who are hired on the same date, surname alphabetical seniority shall govern.

12.02 LAYOFF AND RECALL

In any layoff or recall situation anticipated to be of five (5) consecutive working days or less, and subject to the Employer's right to retain employees with the necessary skills, ability and qualifications to do the available work, the Employer will lay off the most junior employee in a department.

In all cases of layoff or recall which are anticipated to be greater than five (5) consecutive work days, and subject to the skill, ability and qualifications to perform the work, any such laid off employee will have the right to bump the most junior employee on the applicable (inside or outside) seniority list at the rate of pay for the position replaced.

If a regular full-time employee is to be laid off for in excess of one (1) day of work, he shall have the right to displace any temporary or seasonal employee in any department at the rate of pay for such seasonal or temporary employee provided they possess the necessary skills, ability, and qualifications to do the available work. In the case of a layoff due to a total or partial plant shutdown, an employee will have the opportunity to exercise any available earned vacation during the time frame.

Employees will be recalled in reverse order to that in which they were laid off, subject to their skill, ability and qualifications to perform the available work.

In all cases of manpower changes, the rate for the position replaced will apply.

12.03 LOSS OF SENIORITY

An employee will lose seniority and will no longer be in the Company's employ if the employee:

- (1) quits;
- (2) is discharged, and such discharge is not reversed through the grievance procedure herein;
- (3) retires;
- (4) is laid off for a period of the lesser of twelve (12) months or the length of the employee's seniority.
- (5) fails to notify the Company of his intention to return to work within three (3) days after being notified by the Company of his recall in writing by telegram or registered mail, at his last address on record with the Company.

- (6) has a non-occupational sickness or **disability** exceeding eighteen (18) calendar months,
- (7) works another **job** while absent **from** the Company except in case of layoff;
- (8) is absent **from** work for **two (2)** days without prior notification to, and approval of, the Company.

12.04 **JOB POSTING**

The Company **will** provide the **union** with notice **writing** prior of any permanent job posting.

In the event of a permanent job vacancy in a classification on the **inside** seniority list (Production, Warehouse, or Fleet Departments), any employee in another inside classification **may** bid for the job. Where the **skill**, **ability** and qualifications of bidding employees **are** relatively equal, the **most** senior employee **will** be awarded the job. Postings **shall** be for three (3) days. The **original** and **first** successive vacancies (i.e. the successful applicant) **will** be posted and any subsequent vacancies **may** be filled at the Company's discretion. **All** job posting **shall** indicate the job classification, rate of pay, and the department. The current **shift** **will** **also** be indicated.

NOTE: This does not create any restrictions on the Company right to alter **shifts**.

There **shall** be two (2) seniority lists: one (1) seniority list for outside employees and one (1) list for inside employees which would include **Production**, Warehouse and **Fleet**.

In the event of a job posting for the lowest rated classification in either seniority group, **such** a position **will** be opened to **all** employees **from** the Bargaining Unit. Should the successful applicant be **from** another **seniority list**, his **full** Bargaining Unit seniority **will** be **recognized**.

In the event of a permanent job vacancy in a classification on the outside seniority list (Sales, Delivery and Vending Departments), any employee in another outside classification **may** bid for the job. Where the **skill**, **ability** and qualifications are relatively **equal**, the **most** senior employee will be awarded the job.

In the event of a permanent job vacancy in the delivery **merchandiser/regular** or delivery **merchandiser/chain** store or delivery **merchandiser/Premix-Postmix** or delivery **merchandiser/full service** in any one of the geographical **sectors** established by the Company, any employees on the outside list including delivery merchandiser, in other sectors **may** bid for the vacancy. The **original** and **first** successive vacancies will be

posted. Where the **skill**, ability and qualifications of applicants are relatively equal, the most senior employee **will** be awarded the job.

The Company **will** select and advise the successful applicant within five (5) working days. **If this** cannot be done, the Union will be advised. Additionally, the Company **will** attempt to post an approved vacancy within 5 working days. **If this** cannot be done, the Union **will** be advised.

12.05 ASSIGNMENT OF DAILY OVERTIME WORK FOR HOURLY-RATED EMPLOYEES

Whenever there is a need for hourly **rated** employees to work daily overtime within a department, **the** overtime **will** be offered to:

- (1) the employee(s) within the department who normally perform the work;
- (2) if the employee(s) within the department are unable to perform the requested overtime, then the overtime **will** be offered by seniority to other employee(s) within the department who have the **ability to** perform the work;
- (3) if the Company is unable to **find** employee(s) within the department to perform the overtime, then the overtime **will** be assigned to the least **senior** employee(s) within the department who has the ability to perform the work **required**.

Each employee is expected to cooperate with the Company in the performance of such work.

12.06 ASSIGNMENT OF SCHEDULED OVERTIME WORK

Whenever there is a need for **scheduled** overtime within a department on the employee(s) **sixth** or seventh working day (or overtime which is scheduled at least 24 hours in advance), the overtime **will** be offered to:

- (1) the employee(s) who normally perform the **job and**, if the employee(s) or not enough employees are available to perform the work the Company **will**;
- (2) offer the overtime work to the most **qualified** senior employee within the department and, if the employee(s) or not enough employees are available to perform the work, the Company **will**;
- (3) offer the work to the most qualified employee outside the department capable of performing the available overtime work. If none or not enough employees are available to perform the work, the Company will require the least senior **qualified** employee(s) to perform the work.

- 12.07 **An** employee who is or **has** been transferred from the bargaining unit to a job with the Company outside of the bargaining unit, **will** continue to accumulate seniority for a period of up to one (1) year.
- 12.08 In the event **that** there is **an increase** or decrease in the compliment of Delivery Merchandisers or Delivery Assistant **this will** be accomplished **recognizing** seniority and qualifications.

ARTICLE 13
NO STRIKE, NO LOCKOUT

- 13.01 The Company **agrees** that there **will** be no lockout of employees, and the Union **agrees** that there will be **no** strike, slow down, sit-down or other **interference** with work or the Company's operations while the Agreement is in force.

The Company **will** continue **all** employee benefit plans in the event of a strike at the expense **of** the Union.

ARTICLE 14
TECHNOLOGICAL CHANGE

- 14.01 **If**, during **the life** of the Agreement, the Company **wishes** to make a technological change in its operations which would have the effect of abolishing existing **classifications** or creating a new classification, or which would result in the **permanent** layoff **of** any employee, the Company will meet the Union, **thirty (30) days in advance** of such changes, to discuss the matter **and** to attempt to lessen the impact of such technological change **on** the employees **affected**.
- 14.02 **If** a regular employee should be **displaced** from **his** job by reason of a technological change in the Company's operations, and provided the employee **has** the necessary **qualifications** to **perform** the work available after a reasonable training period, the Company shall arrange for **him** to **receive** such training and the employee shall have the **opportunity** to exercise **his** seniority within the bargaining unit.

ARTICLE 15
SUPERVISORS PERFORMING BARGAINING-UNIT WORK

- 15.01 Supervisors **will** not normally perform work customarily performed by the employees in the bargaining unit, **except:**
- (1) **as a result of an urgent or emergency condition;**

- (2) for the purpose of demonstration training;
- (3) to occasionally relieve an employee for a **short** period; or
- (4) when a regular employee is not available due to being late for work or absent from work.

Such work by supervisors will not result in the layoff of any regular full-time employees ~~falling~~ within the scope of this Agreement.

Sales supervisors ~~shall~~ continue to perform their **normal** sales and merchandising activities.

ARTICLE 16
HOURS AND WORK WEEK FOR HOURLY-PAID BASE AND/OR
COMMISSION AND/OR WEEKLY SALARY EMPLOYEES

- 16.01** The normal work week shall be four (4) consecutive ten (10) hour days or five (5) consecutive eight (8) hour days **commencing on** or after Saturday midnight and ending on or before the following Saturday midnight.

Every employee **will** have ~~at~~ least two (2) consecutive days off **including** a Saturday or a **Sunday**.

This provision ~~shall~~ not be construed **as** an obligation on the part of the Company to provide employee, with any specified number of hours during a work day or work week.

- 16.02** The Company reserves the sole right to establish the number of shifts, the **start** and stopping time of each **shift**, and to cancel **shifts** as necessary to assure the efficient operation of the business. Provided **skill** ability and **qualifications** are **equal**, seniority shall determine **work** week assignments.

- 16.03** For eligible **inside** employee's, overtime **will** be paid at time and one half (**1 1/2**) at the regular straight time base rate for all authorized work performed:

- (a) In **excess** of eight/ten (8/10) hours daily as appropriate.
- (b) on a holiday;
- (c) on a day not part of the regular work schedule.

- 16.04** Eligible outside employees ~~shall~~ receive daily overtime based on one and one half (**1 1/2**) times their regular weekly or daily rate - i. e. **Forty (40)** hours weekly or eight/ten (**8/10**)

hours daily as appropriate, for all authorized work performed in excess of eight (8) or ten (10) hours daily based on the respective shift.

Overtime will be paid on the greater of the weekly or daily overtime but not both - i.e. There will not be any pyramiding of overtime, one half (1/2) hour will be allowed daily for meals and breaks.

Pre-Sellers shall have one (1) hour unpaid meal with daily overtime at time and one half (1 1/2) for all authorized work over eight (8) hours or ten (10) hours daily based on the respective shift, calculated from 8:00 a.m.

- 16.05 The Company will not pay premium pay on premium pay, nor will there be any pyramiding of premium pay.
- 16.06 In the event the Company introduces a new work week schedule, prior to the implementation, the Company agrees to meet with the Union to discuss and document the number of employees that will be assigned to the work schedule.

Any changes to the work week from four (4) to five (5) days or five (5) to four (4) days will require one week's notice except in the case of an event outside the control of the Company.
- 16.07 An employee who reports to work at his scheduled time at the request of the company, shall be entitled to a minimum of three (3) hours pay at the rate of pay to which he would be entitled.

**ARTICLE 17
PAID HOLIDAYS**

17.01 ELIGIBILITY

To qualify for a paid holiday, an employee must have completed the probationary period, worked on the last regular work day, except on an approved leave of absence, preceding or following the holiday if requested by management to do so, and must have been on the active payroll for a four (4) week period immediately preceding the holiday.

17.02 NUMBER OF HOLIDAYS

New Year's Day	Civic Holiday
Working Day After New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	%-Day at Christmas Eve
Canada Day	Christmas Day
	Boxing Day
*-One-half (1/2) day on Christmas Eve when falling on a regular work day.	

17.03 HOLIDAY PAY FOR HOURLY PAID EMPLOYEES

Holiday pay **will** be computed by multiplying an employee's regular hourly base rate by eight (8) hours or ten (10) hours depending on his scheduled shift.

17.04 HOLIDAY PAY FOR WEEKLY PAID EMPLOYEES

Holiday pay **will** be computed as one-fifth (1/5th) of an eligible employee's weekly earnings. For Pre-Sellers the Company **will** add 12% (twelve percent) of such amount in recognition of bonus.

**ARTICLE 18
VACATIONS**

18.01 ELIGIBILITY

Vacation entitlement *shall* be based on full years of continuous service as a permanent full-time regular employee as of December 31 of the vacation year.

18.02 SCHEDULING OF VACATION

Employees **will** be solicited for their vacation preference during the period March 1 to April 15. Vacation schedule selection will be determined by job classification **seniority**. Should an employee fail to make the vacation selection(s) by April 15, the Company will assign the employee's vacation weeks.

The vacation schedule *shall* be posted by May 1st.

Employees **will** schedule vacation in each calendar year. The Company **will** consider an employee's request to either change his previously scheduled vacation week, or to schedule a vacation week outside of the eligible periods, but the Unit **Manager**, Plant **Manager** and Territory Manager reserves the sole right to approve or disapprove the request of which **will** not be unreasonably withheld. Due to the seasonal nature of the business, management **will** determine the number of employees who **will** be allowed schedule a particular vacation week.

Vacation time must be used in the year credited, as vacation time cannot be accumulated or carried over to the next year. No more than two (2) weeks' vacation can be scheduled and/or taken consecutively unless agreed to by the Regional Manager. No vacations are to be scheduled and/or taken the week prior to a week in which a statutory holiday occurs unless agreed to by the Regional Manager.

An employee's **first** two (2) weeks of vacation entitlement shall be **as** set out above and any remaining vacation entitlement **shall** be selected after all employees in the appropriate classification have selected their **first** two (2) weeks.

18.03 ENTITLEMENT

Annual vacations **will** be paid on the following basis:

- (1) one (1) day for each Completed month of service **to a maximum** of ten (10) days, if completed less **than** one (1) year of continuous service **by December 31st**;
- (2) two (2) weeks after one (1) year of continuous service **if** completed by December 31st;
- (3) **three (3) weeks after five (5) years** of continuous service **if** completed by December 31st;
- (4) four (4) weeks after ten (10) years of continuous service **if** completed by December 31st;
- (5) five (5) weeks after twenty-five (25) years of continuous service if completed by December 31st.

18.04 VACATION AMOUNT

Vacation pay **shall** be paid **at** the time employees take vacation **as** follows:

1. 4% of **earnings from** date of hire to December 31st for employees with less than one (1) year of **continuous service as of** December 31st;
2. 2 % of **earnings** for the previous period January 1st **through to** December 31st, for each week of vacation entitlement for employees with one (1) year or more of continuous service **as of** December 31st;
3. if **an** employee's vacation is split, payment **shall** be made on a pro-rated basis.

ARTICLE 19 JURY DUTY AND CROWN WITNESS LEAVE

- 19.01 A permanent **full-time** regular employee who has completed **his** probationary period and who is subpoenaed to appear in Court **as** a Crown witness, or who is **called** for jury duty, will receive the difference between **his** regular earnings for each **day** of necessary absence, and the fee received from the **Court**, provided the employee furnishes the Company with a certificate of service and **satisfactory** evidence **as** to the amount of fee received.

19.02 For the purpose of **this** Article, the regular **earnings** of an employee for a day **shall** be deemed to be the **earnings** to which he would be entitled and by virtue of Article 17. Paid Holiday, or any portion thereof Upon receipt of the jury duty summons or subpoena, the employee **shall** immediately notify the Employer.

Upon release from jury duty or Crown witness duty, the employee **shall** immediately notify the Company of **his** availability to return to work.

ARTICLE 20 BEREAVEMENT LEAVE

20.01 Should an employee be absent because of death in **his** immediate family, he shall be entitled to be absent with pay, provided the employee **has** completed his probationary period, for not more **than** three (3) (five **(5)** for wife, husband or child) of the employee's regular scheduled normal work days.

20.02 The term, "immediate family" **shall** be understood to mean wife, husband, children, common-law spouse and children, father, mother, brother and sister.

20.03 Up to one **(1)** day's pay **will** be paid for time lost caused by attendance at the funeral of the employee's grandparents, grandchild, brother-in-law, sister-in-law, mother-in-law or **father-in-law**.

20.04 Bereavement pay shall be computed using the employee's regular hourly base rate by eight **(8)** hours or **one-fifth** (1/5th) of an employee's weekly **earnings**.

20.05 The Company reserves the right to require satisfactory proof of death and the employee's attendance at the funeral.

ARTICLE 21 SICK LEAVE

21.01 AMOUNT OF ELIGIBILITY

All regular **full-time** employees **having** one (1) or more years of service with the Company **shall** be allowed up to **six** (6) days of sick leave per calendar year.

The employee who is absent under the provision of **this section** must personally advise **his** immediate supervisor of such illness prior to the **start** of the **shift**. Failure to do **so will** render the absence unexcused and unpaid unless it **can** be shown that it was impossible for the employee to give or cause such notice to be given to his supervisor. Family **illness** **does not qualify** for payment under the provisions of **this section**.

The Company may require proof of illness and/or a doctor's certificate, after an employee has been absent for illness or accident for three (3) days in a calendar year.

21.02 SICK LEAVE PAYMENT

Sick days **will** be paid to eligible employees at **two-thirds (2/3rds)** of the employees regular hourly base rate times eight (8) hours or **one-fifth (1/5th)** of an employees weekly earnings.

21.03 SICK LEAVE BONUS

After each year without being absent for any reason other **than** illness or leave under the provisions of **this** Collective Agreement, the employee is entitled to receive the **credit**, payment he has not **used** for sick leave, up to a **maximum** of **six (6)** days per **calendar** year, at the employees **regular** hourly base rate **times** eight (E) hours or **one-fifth (1/5th)** of an employees **weekly earnings**.

An employee who, at the end of a calendar year, has **unused credit** of five (5) days or more is entitled to a leave of absence of one (1) complete work week, provided he has not been absent during the calendar year, other **than** illness or authorized leave of absence.

For each incident **of** unexcused absence, there **will** be a one day reduction in sick leave **bonus** eligibility up to the **maximum** bonus eligibility of 6 days. Special considerations may be granted in emergency **situations** out of the employee's control. The employee and the **union** **will** be notified in **writing** of each **instance** of unexcused absence.

An employee absent for more than one (1) **month** by reason of Workers' Compensation leave or layoff **will** have any bonus payment to which he might otherwise be entitled, pro-rated over the course of the calendar year.

ARTICLE 22 LEAD PERSON

22.01 The Company reserves the right to appoint any bargaining-unit employee **as** a Lead person, **without** regard for seniority, for any **length** of period and at any **time** it deems appropriate.

An employee who is appointed to a lead person position, and works at least one (1) hours **as** a lead person, will be paid a **minimum** of fifty cents (50¢) **an** hour above the highest classification of that work group.

Lead person shall be responsible to organize and direct the work force in work procedures under a supervisor's instructions. Lead person shall not issue disciplinary notations.

**ARTICLE 23
SAFETY**

23.01 The Company and the Union mutually agree that employees should be encouraged to cooperate in the maintenance of health and safe working conditions, and in the observance of the Occupational Health and Safety Act.

The Company will provide at no cost to the employees, any protective equipment or clothing as specified by the Occupational Health and Safety Act. This will be done on a replacement system. A copy of Form 7 will be given to the appropriate Safety committee.

23.02 The Company and the Union mutually agree to continue and improve its modified work program.

**ARTICLE 24
WAGES**

24.01 HOURLY, BASE PLUS COMMISSION AND WEEKLY RATES

<u>JOB CLASSIFICATION</u>	<u>EFFECTIVE</u>	
	<u>02/01/94</u>	<u>02/01/97</u>
<u>Department - Production</u>		
Maintenance I/ Electrician	\$19.29	19.64
Maintenance II	17.84	18.19
Attendant I	17.84	18.19
Attendant II	16.61	16.96
Forklift	16.55	16.90
General Labour	16.32	16.67

Department - Warehouse

Checker	17.84	18.19
Shipper/Receiver	17.05	17.39
P. C. L.	16.73	17.08
Forklift	16.55	16.90
General Warehouse Labour	16.32	16.67

Department - Fleet

Mechanic • Class A / Forklift Tech.	19.29	19.64
Painter	18.56	18.91
Mechanical Labour	16.61	16.96
General Labour	16.32	16.67

Department - Vending

Service Tech. A	19.29	19.64
Service Tech. B	18.56	18.91
Service Tech. Trainee	13.94	14.29
Special Delivery Driver	701.81	715.81
Special Delivery Assistant	645.60	659.60
Rll Service	701.81	715.81

Department - Delivery

Delivery / Merchandiser	701.81	715.81
Delivery / Merchandiser Assistant	645.60	659.60
Interplant Shipper	701.81	715.81

* Tractor **Trailer** routes get **\$28.00** weekly allowance

Department - Sales

Pre-Sellers	750.74	764.74
-------------	--------	--------

All Pre-Sellers **will** have eligibility for performance **against** specific sales, marketing and merchandising **objectives**. Bonuses will be in periods **consisting** of thirteen (13) weeks (quarterly), and will be **administered** through the existing Company Performance Planning and Appraisal (PP&A) **format**. Bonuses **will** be **based** as percentage of **base earnings** during the **four** month period. Bonuses will be paid on a **trimester basis**.

Significantly Below Target	12%
Below Target	13.5%
On Target	15%
Above Target	16.5%
Significantly Above Target	18%

Qualified delivery persons temporarily promoted to Pre-Seller **shall** receive **\$14.58** for each day worked.

Effective **May 11, 1995** all permanent full-time employees will receive a lump **sum** payment of **\$650.00**.

Effective February 1, 1996 all permanent full-time employees will receive a lump sum payment of \$700.00.

24.02 SHIFT DIFFERENTIAL

Shift differential of .50¢ per hour worked, shall paid to all employees assigned to a shift starting at or after 11:00 a.m. They will receive the shift premium for all hours worked after 4:00 p.m.

24.03 S _____

Employees whose normal five (5) day work week includes a Saturday or Sunday will be paid a 75¢ premium for each hour worked on Saturday, and \$1.00 premium for each hour worked on Sunday. There will be no premium on the Saturday or Sunday premiums.

24.04 VENDING

For Vending employees recalled to work on any day they shall be paid time and one-half (1½) for all hours actually worked, or 3 hours at his regular straight time hourly rate, whichever is greater.

Serviceperson will be given three dollars (\$3.00) per week for phone calls and parking meters.

Servicepersons will be reimbursed for tool expenses up to One Hundred and fifty Dollars (\$150.00) per year when a receipt is provided.

**ARTICLE 25
APPROVED LEAVES OF ABSENCE**

25.01 PERSONAL LEAVE

A permanent full-time regular employee who has completed his probationary period may apply for a leave of absence without pay for legitimate personal reasons by completing the (Request for Personal Leave) form at least one (1) week in advance. Such request shall state the reasons for the leave. The Company will not unreasonably withhold granting personal leave. If the Company grants such leave it shall confirm the terms of the leave in writing. If an employee's approved leave of absence exceeds one (1) month, he must arrange to prepay the premiums for all benefits; in any event, an employee on a leave of absence cannot be covered by Weekly Disability and Long Term Disability.

25.02 UNION LEAVE

The Company **agrees** to grant upon the written request of the Union, leave of **absence** for a period of not more **than** twelve **(12)** months to any employee who **has** been elected or appointed **as an** official of the **National** Union or of the **Local** Union, if such **duties** require **him** to have leave of **absence** from **his** Company duties. The Company **will** consider an extension of such leave for up to an **additional** twelve **(12)** months or the duration of the Collective **Agreement**, whichever is longer, if requested by the **Union**.

25.03 TRAINING LEAVE

If the Company **sends** an employee **on a** training course during working hours, the employee will be paid **his** regular earnings for the period. **To qualify, training course** content **must**, in the Company's opinion, be of **direct** benefit to the Company's operations.

In the event an employee **enrolls** in a night school course that **will** benefit himself and the Company **in** relation **to his** respective job, the employee may apply in writing describing the course **that he wishes** to enrol in and **explain** the benefits **to himself and the** Company. Upon acceptance of the **course** by **the** Company it **will** pay **50%** of the **cost** of the course **to a maximum eighty** dollars **(\$80.00)** upon the **successful** completion of the **course**.

25.04 PATERNITY LEAVE

The Company **will** grant a leave of **absence** to a permanent full-time regular employee who **has** completed **his** probationary period for a period of one **(1)** day with pay for the purposes of attending the birth of **his** child or the adoption of **his** child-to-be.

ARTICLE 26 DISCIPLINARY RECORD

26.01 **All** disciplinary notations in **an** employee's work record **shall** be **removed** from the file, provided the employee **has** had a clear disciplinary record during the immediately previous twelve **(12)** months. Suspensions **shall** be removed after twenty-four **(24)** months.

ARTICLE 27 BENEFITS

27.01 BENEFIT PLAN

The Company **agrees** to provide all **full-time** employees benefit coverage as outlined in "Group **Insurance Plan** Booklet".



Effective July 1, 1995 employees **will** transfer to the Company's Flexible Benefit Plan. Effective July 1, 1995 Annex VI **will** no longer apply.

**ARTICLE 28
SEVERANCE**

28.01 In the event of the Company **totally** discontinues any of **its** current operations at the Ottawa facility it is agreed that the Company **will** provide the following severance;

Termination and Severance Pay:

1. Employees with ~~one~~(1) year of service to ~~four~~(4)~~years~~ eleven(11) months of service **will** receive ~~one~~(1) weeks notice per complete year of service, or pay in lieu of such notice.
2. Employees with ~~five~~(5) years of service to nineteen(19) years eleven (11) months of service **will** receive ~~one~~(1) weeks notice per complete year of service to a **maximum** of ~~eight~~(8) weeks of pay in lieu of such notice, plus 1.5 weeks pay per complete year of **service**.
3. Employees with ~~twenty~~(20) years of service or more **will** receive ~~eight~~(8) weeks notice or pay in lieu of such notice, plus 1.5 weeks pay per complete year of service, up to a **maximum** of ~~48~~ weeks.

The employee's regular hourly rate of pay **will** be utilized for the purposes of severance calculations.

Benefits:

Employees **will** receive benefit coverage during the period of notice only. Employees **will** receive a lump **sum** benefit payment equivalent to the company's cost of benefit coverage for ~~the~~ balance of the employee's severance period.


**ARTICLE 29
TERM OF AGREEMENT**

29.01 This Agreement ~~shall~~ become **effective February 1, 1995** and ~~shall~~ remain in **full** force and effect through ~~midnight, January 31, 1998,~~ and shall be renewed automatically thereafter for a period of one (1) year each unless either party gives notice in **writing** of the desire to change or of termination at least one hundred and twenty (120) days prior to the current expiration date of ~~this~~ Agreement. **Within** ~~thirty~~(30) days of the expiration of ~~this~~ Agreement, both the Company and the **Union**, upon receipt of written notice, ~~shall~~ confer and the Company and the **Union**, upon receipt of written notice, shall confer **and** attempt to negotiate ~~as~~ to the proposed changes or a renewal Agreement.

The parties hereto, by written agreement, may extend said period for the purpose of reaching a **new** agreement.

SIGNED BY THE PARTIES ON THE 19th DAY OF July, 1995

FOR THE COMPANY



Dave MacQuarrie



Maryanne Plumb



Susan Rigby

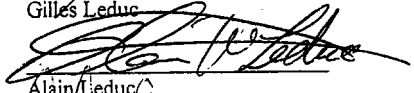
FOR THE UNION



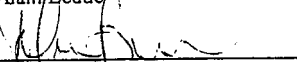
Dennis Krajaefski



Gilles Leduc



Alain Leduc



John Barnett



Yves Pepin

YVES

ANNEX 1 - UNIFORM

The **uniform** allowance for employee(s) will be provided on the following basis:

A **full**, clean **uniform**, or suitable work clothing as specified by the Employer, **shall** be worn at all times while performing services on behalf of the Company. **Uniforms** are required so that employees **will** present a neat, professional appearance and image of the Company. The Company **agrees** to **furnish uniforms** and the employees are responsible for maintaining **uniforms**.

Employees are not to wear their **uniforms** in places that would reflect negatively on the **Company's image**, during non-working hours. **Failure** to adhere to the **uniform** code at all times **shall** result in discipline, up to and including discharge.

DELIVERY MERCHANDISERS HELPERS, VENDING SERVICE DEPARTMENT - FULL-TIME

Each employee is entitled to: A summer issue consisting of two (2) pairs of lightweight pants and **two (2) shirts**, a Winter issue **consisting** to two (2) jackets, two (2) shirts and **two (2)** pairs of pants; one (1) tie and one (1) cap. In addition, each employee is **required** to wear **safety** boots. If an employee does not wish to draw the **full** allotment as indicated above, he **will** be able to draw the articles he requires as long as the **cost** for the articles requested does not **exceed** the total **cost** of the normal issue as indicated below. If the **amount exceeds** the **cost** of the normal issue, the employee **will** be charged the **difference** and **this amount** will be immediately deducted **from his** subsequent payroll cheque. The Company will provide a **maximum** of two (2) pairs of **safety** boots.

The amount of the fund **will** be \$355.00

As indicated above, the **uniform** issues **are** on a no-charge basis as long as the total fund is not exceeded. Uniforms **shall** be and remain the property of the Company at **all** times. However, if an employee leaves the Company, he **will** be charged on the basis of the unamortized balance of the return of pants and jackets if they **are dry-cleaned** and in reusable condition. No credit **will** be given for **shirts**, caps or ties.

PRESALES REP/EQUIPMENT SALESPERSON

Each salesperson is required to wear, on a **daily** basis, the prescribed **uniform** consisting of a jacket, pants, tie and overcoat. The Company **will** absorb a percentage of the **cost** of the **uniform** up to a **maximum** amount per year. The salesperson is therefore able to purchase any article of clothing **or safety** footwear and the Company **will** contribute to the **maximum** of the year's fund towards this **cost** with the balance being paid by the salesperson, to the Company by way of weekly payroll deduction. The payroll deduction **will** be made at the rate of \$5.00 per week **until** the balance **has** been paid.

The amount of the fund **will** be \$425.00

Under no circumstances **will** the balance be carried forward in the employee's accounts receivable **from** one fiscal year to the next.

PRODUCTION - WAREHOUSE - FULL-TIME

Each employee is entitled to **summer** issue **consisting** of three (3) *shirts* and two (2) pants and a winter issue **consisting** of three (3) *shirts* and two (2) pants. In addition, each employee is required to wear safety boots and protective hearing devices. If an employee does not wish to draw his **M** allotment **as** indicated above, he **will** be able to draw the articles he required **as long as** the **cost** of the articles requested does not **exceed** the total **cost** of the normal issue. The employee will be charged the difference and **this** amount **will** be **immediately** deducted **from** his subsequent payroll cheque.

The Company **will** provide a maximum of two (2) pairs of *safety* boots.

The amount of the fund **will** be \$170.00.

As indicated above, the **uniform** issues are on a no-charge basis **as long as** the total fund is not **exceeded**. However, if an employee leaves the Company, he **will** be charged on the basis of the unamortized balance of the value of the **uniform**.

AN E AND FLEET MAINTENANCE **EMPLOYEES - FULL-TIME**

The Company **will** provide each **full-time** **employee** in the above departments with a proper **uniform** and **will also** provide for the cleaning of **this uniform** at not **cost** to the employee. The **employee** is responsible for the normal **care** of **this uniform** and **if**, through employee negligence, a **uniform** is damaged or lost, the employee **will** be held financially responsible for the replacement cost.

In addition, each employee is required to **wear** safety boots.

The Company **will** provide a maximum of two (2) pairs of *safety* boots

ANNEX II - LABOUR/MANAGEMENT MEETINGS

This annex will serve to confirm our understanding reached during negotiations with regard to monthly Labour/Management meetings.

It was agreed to by both parties that, when required, monthly meetings will be held to discuss and hopefully resolve issues that pertain to good relations.

It was also agreed that each party would submit an agenda at least two (2) days in advance of the meeting in order that both parties have an opportunity to research possible resolutions.

The Company and the Union agree to continue and review its cross-training requirement in the production department.

Labour/Management meetings shall be scheduled on the third Wednesday of each month.

ANNEX III - SEASONAL EMPLOYEES

The Company and the Union agree by way of letter of understanding that any employees who are hired as seasonal employees during the periods April 15 to September 15, or December 1 to December 31, and who are continued as full-time employees beyond September 15 or December 31 as the case may be, shall have all days worked as seasonal employees credited towards their probationary period.

ANNEX IV - PENSION

The Company current pension plan shall continue as it currently is.

Effective February 1, 1991 all members of the bargaining unit covered by this Agreement, shall participate in the Canadian Commercial Workers Industrial Pension Plan (C.C.W.I.P.P.). This shall be in accordance with the Participation Agreement letter signed by the Company, dated April 20, 1990. In addition, the following specific arrangements shall apply.

- (1) Effective February 1, 1993, the Company will contribute \$.41 (forty one cents) per hour for all hours paid by the employer as outlined in Agreement Letter of April 20, 1990.
- (2) Eligible employees may continue in the Company Pension Plan at their option, but a pension committee shall be set up to review all alternatives concerning funds in the Company Pension Plan, including any buy-back possibility.

- (3) The Company **agrees** to sign a "Participation Agreement" and supply other documents, forms, reports or information required by the Trustees of the C.C.W.I.P.P.
- (4) The contributions *shall* be for the purposes of providing such pension benefits for eligible employees **as shall be determined** from time to time, **by the trustees** of the "C.C.W.I.P.P.", pursuant to the **terms** of the Canadian Commercial Workers Industry Pension Plan and **trust fund**.
- (5) Contributions, along with **a list** of employees for whom they have been made, and the number of hours paid, **will be remitted** to the CCWIPP, by the Company, within the **fifteen** (15) days after the close of the Company's **four (4) or five (5) week accounting** period. The Company **agrees** to pay interest and liquidated **damages** at a reasonable rate **established** by the **trustees** on **all** contributions not **remitted as stipulated** above.
- (6) Effective **January 1, 1996** the Company **will** contribute **\$.47 (forty-seven)** cents for all hours paid. Effective **January 1, 1997** the Company **will** contribute **\$.52 (fifty-two)** cents per hour for **all hours** paid.

ANNEX V - BENEFITS

The **full-time** employees are covered by **a group insurance**. The Company added the **actual coverage listed** below:

- **Life Insurance**
 - **Additional** coverage will be available **through payroll** deduction
- **Weekly Disability**
 - **Effective** at the ratification date, the **weekly** disability benefit **maximum will** be the U.I.C. **maximum** benefit. **Also**, the employee **will** be covered for the **total** duration of **41 weeks** **instead** of the **first** week to the 15th and 30th to the 41st.
- **Dental Plan**
 - At the **ratification date**, the 1991 O.D.A. schedule will be in effect. Effective February 1, 1994 the 1992 O.D.A. **will be in** effect

ANNEX VI - TEMPORARY EMPLOYEES

The Company and Union agree to **establish** a temporary labour pool not to **exceed** 10 employees. Employees **within the** temporary **labour** pool shall be **assigned** to **perform** work on **the outside**. Temporary employees may be **utilized** on the inside to **fill vacancies** **as result of an inside** employee **working** on the outside.

Temporary employees **will** be required **to pay** union dues upon date of hire.

ANNEX VII - PROBATIONARYEMPLOYEES

Employees selected to fill a vacancy as a result of a job posting for a permanent full time position will be defined as probationary employees. Probationary employees will be required to fulfil clause 10.01.