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<b>COLLECTIVE AGREEMENT</b>	920201		
No. OF EMPLOYEES	180		
between	M. RE D'EMPLOYÉS		
	SD		

WILLETT FOODS INC.

— and —



RETAIL, WHOLESALE AND  
DEPARTMENT STORE UNION  
and its Local 414 as chartered by  
THE RETAIL, WHOLESALE AND  
DEPARTMENT STORE UNION,  
AFL - CIO - CLC

July 6, 1987 - February 1, 1992



- 6 1991

0920501

UNION OFFICE: 505 Bathurst Street  
London, **Ontario**  
N6B 1P5  
Phone No. (519) 673-4030

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TO: All Members of the Union

This is YOUR Collective Agreement. It is in fact your Bill of Rights. It is a "legal" contract between your Local Union and your employer held on your behalf. We suggest that you read it thoroughly and keep it with your other valuable documents. **IT IS YOUR ON THE JOB INSURANCE POLICY.**

**WHAT TO DO IF THIS CONTRACT IS VIOLATED:**

If you feel that your rights as set out in this contract have been violated, you **MUST** within two (2) days, contact a Steward or the Union Office. At that point you will be advised of the proper procedure.

**MEMBERSHIP MEETINGS:**

All members should make every effort to attend all meetings of your Local Union.

Support your Stewards and Local Union Officers. **IN UNITY THERE IS STRENGTH** and an injury to one is an injury to **all**.

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THIS COLLECTIVE AGREEMENT entered into as of the 6th day of July, 1987 and made

B E T W E E N :

**WILLETT FOODS INC.**

(hereinafter referred to as the "Employer")

— and —

**RETAIL, WHOLESALE AND  
DEPARTMENT STORE UNION  
and its Local 414 as chartered by  
THE RETAIL, WHOLESALE AND  
DEPARTMENT STORE UNION,  
AFL - CIO - CLO**

(hereinafter referred to as the "Union")

**ARTICLE 1**

1.01 The Company and the Union desire to cooperate in establishing and maintaining conditions which will promote a harmonious relationship between the Company and the employees covered by this Agreement, to provide methods for fair and amicable resolution of issues which may arise between them and to promote efficient operations.

Now, therefore, the Union and the Company mutually agree as follows:

**1. RECOGNITION**

The Company recognizes the Union as the sole bargaining agency for all plant employees and drivers of the Company at their Wholesale Distribution Centre, Kitchener-Waterloo, Ontario save and except office and sales staff, supervisor, and employees above the rank of supervisor. All such eligible employees shall become and remain members of the Union as a condition of employment.

Cash and Carry — Should the Company establish a Cash and Carry operation in Kitchener, it would not be covered by this Agreement. A separate agreement similar to the Windsor Cash and Carry would be negotiated between the Company and the Union to cover said operations.

## **ARTICLE 2**

### **UNION SECURITY**

2.01 The Company will deduct regular weekly union dues and initiation fees, as certified by the Union in writing, from all employees covered by this Agreement who are members of the Union. The Company agrees to remit such union dues and initiation fees to the Union not later than the 25th day of the following calendar month. Employees will also be required to obtain and maintain membership in good standing in the Union, provided that for the purposes of this Agreement, such membership in good standing shall be entirely satisfied by the regular payment of union dues, initiation fee and filing of membership card. The Union shall hold the Company harmless with respect to all dues so deducted and remitted.

## **ARTICLE 3**

### **RESERVATION TO MANAGEMENT**

3.01 The Union recognizes the right of the employer to direct its working force, to hire, discharge and discipline for just cause, promote, demote and transfer any employee and to manage its business in all respects in accordance with its obligation, subject to the provisions of this Agreement. The union also recognizes the right of the Employer to make and alter from time to time, rules and regulations which are just and fair.

## ARTICLE 4

### GRIEVANCE PROCEDURE

4.01

#### **step I**

Any individual who feels they have a grievance will first attempt to resolve it with their immediate supervisor within and not after five (5) working days of the incident giving rise to the grievance. An individual may, if they choose, seek assistance from their Union Representative.

#### **step II**

If the problem is not resolved at Step One, the individual shall take the grievance, in writing, to the Union Committee. The Committee then will take the grievance to the Plant Manager within three (3) working days. The Plant Manager will respond within three (3) working days.

#### **Step III**

If the grievance is not resolved at Step Two, the Union Committee will take the grievance to the General Manager and a meeting will be held with the Union Staff Representative, Union Committee, the grievor and Management within ten (10) days. The General Manager will respond in writing within three (3) working days of the meeting.

Failing resolution at Step Three, the appropriate provisions of the Ontario Labour Relations Act will apply and the grievance will proceed to arbitration on application from either party.

4.02 The Union shall have the right to appoint or elect four stewards to assist the employees with the presentation of their grievances to the Employer. Such recognition shall be conditional upon the steward having attained seniority under this Agreement.

4.03 It is understood that the Steward has his regular work to perform on behalf of the Employer and when it is necessary to service a grievance he will not leave his work without notifying the supervisor. When resuming regular work, he will report to the supervisor and, if requested, give a reasonable explanation as to his absence. With this understanding, the Employer will pay for any regular hours lost by the Stewards in handling grievances and during negotiations with the Employer which occur during working hours. The Employer shall be required to recognize the Steward only after having been informed by the Union in writing of his name. The four (4) Stewards will constitute the grievance and negotiating committee.

4.04 When an employee is to be disciplined, a member of the Union Committee and two members from Management shall be present.

4.05 No grievance may be submitted concerning the termination of employment of a probationary employee.

4.06 A grievance relating to a suspension or discharge shall be initiated at Step III within and not after five (5) working days of the suspension or discharge.

## **ARTICLE 5**

### **ARBITRATION BOARD**

5.01 When either Party requests that a grievance be submitted to arbitration, the request shall be in writing and addressed to the other Party and it shall contain the specific matter to be dealt with by the arbitration board, the specific provisions of the Collective Agreement, if any, which are alleged to have been violated and the remedy or remedies sought by the Party seeking arbitration. This notice shall also contain the name of the nominee to the arbitration of the Party requesting arbitration. The recipient of the notice shall, with-

in ten (10) days after receiving the notice, advise the other Party of the name of its nominee to the arbitration board. The two nominees of the Parties shall within a period of thirty (30) working days select a chairman of the arbitration board. If they are unable to agree upon the selection of a chairman of the board within the time limit specified, they shall then request the Minister of Labour for Ontario to appoint an impartial chairman. The decision of the arbitration board shall be final and binding upon both Parties and upon any employee affected by it. The decision of a majority is the decision of the arbitration board but in the event there is no majority, the decision of the chairman shall govern.

5.02 No person shall be appointed as a nominee to an arbitration board who has been involved in an attempt to settle the grievance or who has acted as a paid agent or solicitor for either Party.

5.03 Each of the Parties shall bear the expense of its own nominee to the board of arbitration and the Parties shall jointly and equally bear the expenses, if any, of the chairman.

5.04 No matter shall be submitted to or dealt with by a board of arbitration which has not been previously and properly carried through all Steps of the grievance procedure.

5.05 An arbitration board shall not make any decision inconsistent with the terms of this Agreement nor shall it alter, modify or amend any part of this Agreement but it shall deal solely with the issue or issues referred to it, in the notice requesting arbitration.

5.06 It is understood that, in the event of there being a group or policy grievance, same may be submitted by the Union in written form and, in this event, the procedure of presenting a grievance shall commence from presentation of the written grievance to the Plant Supervisor in accordance with Step 2 of the grievance procedure.



5.07 It is further understood that the Employer shall have the right to present any grievance with respect to any alleged violation of this Agreement. Such a grievance shall be presented by the Employer, in writing, to the steward and it may be referred to arbitration in the same manner as the grievance of any employee in the event that the grievance is not settled to the satisfaction of the Parties within ten (10) days after its presentation to the steward.

5.08 Should an arbitration board find that an employee has been unjustly discharged, suspended or otherwise disciplined, he shall be immediately reinstated to his old job or another job he can do with full seniority rights and he shall be compensated for all time lost at his regular rate of pay or granted such lesser compensation as the arbitration board may deem fair under the circumstances.

5.09 The time limits mentioned in Articles 4 and 5 may be extended by mutual agreement between the Parties.

## **ARTICLE 6**

### **STRIKES & LOCKOUTS**

6.01 During the term of this Agreement, the Union agrees that there will be no strike and the Employer agrees that there will be no lockout.

6.02 It shall not be a violation of this Agreement for the employees covered hereunder, to refuse to cross a picket line and perform work in any instance where the picket line has been authorized by the Union picketing.

## **ARTICLE 7**

### **SENIORITY**

7.01 Seniority shall refer to an employee's length of continuous employment with the Company in the Bargaining Unit.

7.02

- (a) Seniority will be on a bargaining unit wide basis and an employee will be considered on probation until he has worked for the Employer for a total of ninety (90) calendar days. His seniority shall then date back to the first day of hiring.
- (b) Upon completion of his probationary period, the employee's name and starting date shall be placed on the seniority list. If two (2) or more employees are hired on the same day then seniority will be determined by a draw.

7.03 The continuous length of service of an employee shall be the determining factor in lay-offs, promotions, transfers to other jobs and recalls from lay-offs, provided the employee with the greatest seniority has the ability and qualifications to perform the work in question. Probationary and temporary employees will be laid off first and will be the last to be recalled from lay-off. If there are any laid off full-time employees on recall, the Company agrees to limit the use of part-time employees to two (2) eight (8) hour shifts per week and the Sunday shift, if necessary. Any full-time employees on lay-off will be given the option of being scheduled for these part-time shifts prior to part-time employees being scheduled.

**JOB POSTING**

7.04

- (a) Notice of a permanent vacancy or a new job will be posted on the bulletin board in the plant within two (2) working days and shall remain posted for a period of three (3) working days, and eligible employees will have the right to bid for the position. Selection to such positions shall be made on the basis of seniority provided the employee has the ability and qualifications to perform the normal requirements of the job. After all full-time employees

have bid, all remaining vacancies will be offered to part-time employees, and where ability and qualifications are relatively equal as between two or more applicants the senior employee will be accepted.

- (b) Any employee, upon leaving for vacation, leave of absence or sickness may empower a Union Steward to bid on his behalf for postings occurring during his absence, by providing his intent *in* writing.
- (c) The Employer will post the vacancy caused by placing a successful applicant under clause (a) of this paragraph but shall not be required to post any subsequent vacancy caused thereby; provided that the employee with the greatest seniority shall be offered such subsequent vacancy, provided he has the ability and qualifications to perform the work in question.
- (d) If the Employer finds that a successful candidate for a vacant job or a new job opening is not suitable, the Employer may require the employee to return to his former job up to thirty (30) working days after the employee has started working on the new job.
- (e) If a successful candidate finds that he cannot handle his new job, he has the right to *be* returned to his former job up to thirty (30) working days after he has started on the new job.
- (f) If a successful candidate wishes to return to his old job in accordance with Article 7.04 (*e*), the Employer shall be required to return such employee to his old job only after the new job has been re-posted and filled under the above Job Posting Procedure.

#### **SENIORITY LIST**

7.05 The Employer shall post copies of the Plant Seniority Lists (full-time and part-time) on the

bulletin board. Each list will be revised once every three (3) months. Each list will contain the employee's name, job classification, and his date of last hire. Copies of each list will be promptly supplied to the Steward. A master seniority list will be simultaneously reviewed and will be forwarded to the local union office.

### **LOSS OF SENIORITY**

7.06 Seniority rights of an employee shall cease and his employment shall be automatically terminated for any of the following reasons:

- (1) If the employee quits;
- (2) If the employee is discharged and the discharge is not reversed through the grievance or arbitration procedures;
- (3) If the employee is absent from work for three (3) consecutive working days without notifying the Employer, unless a reason satisfactory to management is given for the failure to notify;
- (4) Having been laid off, fails to notify the Employer of his intention to return to work within five (5) calendar days of the date of mailing by registered mail to him of notice to return to work within seven (7) calendar days of such mailing, except if the employee does not receive such notice. The post office registration receipt shall be proof of the date of mailing. Notwithstanding the foregoing, an employee shall not lose his seniority rights or the right to a further recall;
  - (a) by reason of the fact that he is unable to report for work because he is then disabled by illness or accident;
- (5) If the employee is not recalled to work, following lay-off, his name shall be retained on the seniority list for twelve (12) months;

(6) If the employee overstays a leave of absence, or having a reasonable excuse, fails to notify the Employer of such reasonable excuse;

7.07 It shall be the duty of employees to notify the Employer promptly of any change in their address or phone number. If any employee shall fail to do this, the Employer will not be responsible for failure of a notice to reach such employee.

#### **LAY-OFFS & TRANSFERS**

7.08 All lay-offs of one (1) week or more will be in accordance with the Employment Standards Act.

### **ARTICLE 8**

#### **PART-TIME AND TEMPORARY EMPLOYEES**

8.01

(a) No students, temporary or part-time employees shall be hired to replace full-time employees or prevent the hiring of full-time employees to fill a full-time position.

(b) Full-time employees will be given preference over part-time employees for selection of job. The Employer reserves the right to have a qualified work force at all times in the operation of this clause.

8.02 Part-time employees will work less than twenty-four (24) hours per week unless relieving for sickness, accident or vacation.

### **ARTICLE 9**

#### **TEMPORARY AND INDEFINITE VACANCIES**

9.01 Any vacancy lasting more than three (3) months which is caused by the absence of a regu-

lar, full-time employee by reason of sickness or accident shall be posted, if necessary to be filled. Should the absent employee return to work after such eighteen (18) month period and there is no vacancy in his bargaining unit which, by reason of his bargaining unit seniority and qualifications he is entitled to fill, then he may displace the junior employee in his bargaining unit, on his former shift, whose position he is able to fill by virtue of having the qualifications necessary to fill the normal requirements of the junior employee's job.

#### ARTICLE 10

10.01 All full-time employees covered by this Agreement will have the following vacation entitlement;

- (a) Employees with less than six (6) continuous months service as of January 1st in any year, will receive 4% of their previous years earnings (as per the Ontario Employment Standards Act).
- (b) Employees with six (6) months continuous service but less than twelve (12) months service as of January 1st in any year will receive one (1) week's vacation with pay.
- (c) Employees with more than twelve (12) months continuous service as of January 1st in any year will receive two (2) week's vacation with pay.
- (d) Employees with more than five (5) years continuous service as of January 1st in any year will receive three (3) week's vacation with pay.
- (e) Employees with more than ten (10) years continuous service as of January 1st in any year will receive four (4) week's vacation **with** pay.

- (f) Employees with more than sixteen (16) years continuous service as of January 1st in any year will receive five (5) week's vacation with pay.

10.02 Vacations shall be granted in order of seniority by department (drivers, maintenance and warehouse). The summer vacation period shall be from May 15th to September 30th. Employees who are entitled to more than two (2) week's vacation in any year may take only two (2) weeks of vacation during the summer vacation period. Employees who wish to take their full vacation period at one time may do so but only outside the summer vacation period at a time to be arranged between the employee and the Supervisor. Vacations shall be taken between January 1st and December 31st in each year. At no time shall a senior man be permitted to refuse to name his vacation date or dates to the detriment of other employees. The Company agrees to allow the following minimum complement off at one time:

Warehouse	3 per shift
Drivers	2 per shift
Maintenance	1 per shift

10.03 Vacation pay will be based upon the number of weeks entitlement times forty (40) hours times current hourly rate or four percent (4%) of the previous year's earnings whichever is greater.

- (a) A vacation schedule form shall be prepared by the Employer, in order of seniority by departments, and posted up by March 15th in each year. There shall be a period up to April 28th after the posting of vacation schedules for any necessary readjustment of the schedules but after this period of a month has elapsed, there shall be no changes in the vacation schedules unless by mutual agreement between management and the Plant Steward and the employee concerned.

10.04 If a paid holiday falls within an employee's vacation period or on his scheduled day off, he will be granted, another day in lieu thereof or be paid for the holiday. If an additional day, such day will be taken on a date which is mutually agreeable to the employee and the supervisor.

10.05 It is agreed that an employee who has completed one previous year's work service with uninterrupted seniority thereafter shall, upon leaving the employ of the Employer, receive the vacation pay to which he is then entitled under this Agreement; provided that if the employee is discharged for just cause, he shall be entitled to vacation pay at four percent (4%) of gross earnings instead of any greater amount.

10.06 Employees shall receive their applicable vacation pay on the pay-day prior to their going on vacation.

10.07 In the event an employee with more than five (5) years service as of January 1st in any year is off work and in receipt of Worker's Compensation or benefits under the weekly indemnity insurance or the long term disability insurance referred to in Article 21 of this Agreement, all such time off work shall, for the purpose of calculating vacation pay, be deemed to be time worked at the employee's regular hourly rate of pay up to a maximum of twenty-six (26) weeks in any calendar year. This clause shall only apply to the year in which the employee suffered the accident or illness previous to the vacation year.

## **ARTICLE 11**

### **PAID HOLIDAYS**

11.01

- (a) The following statutory holidays will be granted to all employees with pay after they have completed their probationary period regardless of the day upon which the holiday is celebrated.



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

- (b) There will be an additional paid holiday to be known as a Float Day, to be selected by mutual agreement between the employee and management.

11.02

- (a) Holiday pay as set out in this Article shall be paid to employee provided:
- (i) he had completed his probationary period, and
  - (ii) he works his last scheduled working day preceding the holiday and his first scheduled working after the holiday unless he has secured permission from management to be absent on one of the qualifying days, or
  - (iii) if he is off on Worker's Compensation, or due to other accident or illness, "for more than three (3) days" the employee shall receive holiday pay if he has worked within thirty (30) days of the holiday.
- (b) If a holiday falls or is celebrated while an employee is on leave of absence under Article 18.02, the employee shall not be entitled to be paid for such holiday.

11.03 The basis of payment for each holiday shall be on regular day's pay.

11.04 In a week where a statutory holiday falls, the week's shift will be adjusted such that thirty-two (32) hours are worked in the remaining four (4) days.

## ARTICLE 12

### HOURS OF WORK AND OVERTIME

#### 12.01

- (a) Employees will be entitled to two (2) fifteen (15) minute paid breaks and a non-paid lunch break. Any employee working four (4) or more hours overtime on one shift will be entitled to a one-half (½) hour paid lunch period.
- (b) The employer will not add any or change shifts without the agreement of the Union Committee.
- (c) The current system of rotation for jobs and shifts will be continued for the duration of the agreement.
- (d) There will be no split shifts. Each employee is entitled to be off duty for ten (10) hours before being assigned to a regularly scheduled shift.
- (e) The employer shall guarantee to provide forty (40) hours of work each week from Monday to Friday to each full-time employee who has acquired seniority and who is scheduled to work the full week and who reports for work, who is available to work the full work week from Monday to Friday inclusive, and who is not displaced by another employee pursuant to the provisions of Article 7, provided the employee performs whatever work which is assigned to him. Such guarantee, which is exclusive of overtime, shall be reduced by each hour of holiday pay to which an employee is entitled in any work week in which one of the holidays in Article 11 is observed.

For the purpose of this agreement a shift commencing after 10:59 p.m. Sunday will be considered a Monday shift.

12.02 Time worked in excess of eight (8) hours per day or forty (40) hours per week will be considered overtime and will be paid on the following basis:

- (a) Time worked prior to or following a regularly scheduled shift will be paid at the rate of time and one-half ( $1\frac{1}{2}$ ) the employee's regular hourly rate.
- (b) The first four (4) hours worked by an employee on his first unscdeduled day in any week will he paid at the rate of time and one-half ( $1\frac{1}{2}$ ) the employee's regular hourly rate; all hours worked during the balance of such shift will be paid at the rate of double time.
- (c) All hours worked by an employee on subsequent unscheduled days in any week will be paid at the rate of double time.
- (d) All hours worked by an employee on a holiday (or a day in substitute thereof) as listed in Article 11 of this Agreement will be paid at the rate of double time (plus the regular pay for the day of the holiday).
- (e) All work performed on a Sunday or statutory holiday other than an employee's regular shift will be paid for at double time.

12.03 Employees will he entitled to two (2) fifteen (15) minute paid breaks in an eight hour shift and an additional paid fifteen (15) minute break for each additional two (2) hours of work.

12.04 Any employee who reports for work to start his regular shift (not having been notified beforehand not to report to work) and for whom there is not four (4) hours work available at his regular job shall receive four (4) hours pay at his straight time hourly rate, provided he performs whatever available work is assigned to him, unless the lack of work is caused by fire or an Act of

God or other reason beyond the control of the Employer.

12.05 Employees who are available, willing and able to do overtime work required within their classifications and department shall be given the first opportunity to do such work by seniority on a voluntary basis.

Since some overtime is necessary *on* occasion to maintain efficient operations, the Union will encourage employees to work such reasonable overtime as may be required to meet the requirements of customers.

### ARTICLE 13

#### WAGES

13.01 The following shall be the job classifications and hourly rates of pay during the term of this Agreement:

Job Classifications	Start	Months of Service		
		<i>b</i> mos.	12 mos.	18 mos.
<b>Prior to: Feb. 1, 1988</b>				
1. Full-time Drivers (Warehouse)	11.93	12.52	13.21	13.71
2. Maintenance	12.52	13.21	13.71	
3. Part-time Employees	8.47			

Job Classifications	Start	Months of Service		
		<i>b</i> mos.	12 mos.	18 mos.
<b>Effective Feb. 1, 1988</b>				
1. Full-time Drivers (Warehouse)	12.63	13.22	13.91	14.41
2. Maintenance	13.22	13.91	14.41	
3. Part-time Employees	9.17			

<b>Job Classifications</b>		<b>Months of Service</b>		
<b>Effective Feb. 1, 1989</b>	<b>Start</b>	<b>6 mos.</b>	<b>12 mos.</b>	<b>18 mos.</b>
1. Full-time Drivers (Warehouse)	13.33	13.92	14.61	15.11
2. Maintenance	13.92	14.61	15.11	
3. Part-time Employees	9.87			

<b>Job Classifications</b>		<b>Months of Service</b>		
<b>Effective Feb. 1, 1990</b>	<b>Start</b>	<b>6 mos.</b>	<b>12 mos.</b>	<b>18 mos.</b>
1. Full-time Drivers (Warehouse)	14.03	14.62	15.31	15.81
2. Maintenance	14.62	15.31	15.81	
3. Part-time Employees	10.57			

<b>Job Classifications</b>		<b>Months of Service</b>		
<b>Effective Feb. 1, 1991</b>	<b>Star,</b>	<b>6 mos.</b>	<b>12 mos.</b>	<b>18 mos.</b>
1. Full-time Drivers (Warehouse)	14.73	15.32	16.01	16.51
2. Maintenance	15.32	16.01	16.51	
3. Part-time Employees	11.27			

13.02 When an employee is unable to report for work as scheduled, he will notify the supervisor, or his designate, one hour or as soon as possible prior to his regularly scheduled starting time, and will give the reason why he is unable to report for work.

## **CHRISTMAS BONUS**

13.03 A Christmas Bonus shall be paid to all full-time employees in the Bargaining Unit to be computed as follows:

- Employees with three (3) months' service as of December 1st of each year shall receive one quarter ( $\frac{1}{4}$ ) of one week's pay at their regular weekly rate as of December 1st.
- Employees with six (6) months' service as of December 1st of each year shall receive one-half ( $\frac{1}{2}$ ) of one week's pay at their regular weekly rate as of December 1st.
- Employees with nine (9) months' service as of December 1st of each year shall receive three-quarters ( $\frac{3}{4}$ ) of one week's pay at their regular weekly rate as of December 1st.
- Employees with twelve (12) months' service as of December 1st of each year shall receive one (1) week's pay at their regular weekly rate as of December 1st.
- The Christmas Bonus will be paid on or before December 15th each year.
- An employee absent from work in excess of six (6) months' in any qualifying year shall have his Christmas Bonus pro-rated based upon his actual time at work.

13.04 Part-time employees with three (3) months service as of December 1st will receive \$25.00.

## **ARTICLE 14**

### **BEREAVEMENT LEAVE**

14.01

- (a) Any employee who is absent from work due to the death and funeral of their mother,

father, wife, husband, son, daughter, grandfather, grandmother, grandchildren, mother-in-law or father-in-law, will be compensated for time lost for up to a period of three (3) consecutive working days where the last day falls on the day following the funeral.

(b) Any additional time off required may be arranged without pay according to the individual circumstances.

14.02 The Employer agrees to provide clean and sanitary facilities in respect of lunch and washrooms that are conducive to the health and safety of the employees, and the employees agree to keep these facilities in proper condition.

14.03 A bulletin board **will** be provided by the Employer for the use of the Union for calling meetings, etc. All notices shall have the approval of management prior to the posting thereof.

14.04 The Employer agrees to provide properly equipped First Aid facilities.

14.05 Employees shall be paid every Thursday during working hours and each employee shall receive a statement listing his straight time hours, overtime hours and hourly rate plus all deductions.

14.06 Where the masculine pronoun is used in this Agreement, it shall be deemed to include the feminine.

## **ARTICLE 15**

### **SEVERANCE PAY**

15.01 Severance pay will be paid in accordance with the Employment Standards Act.

## **ARTICLE 16**

### **TECHNOLOGICAL CHANGES**

16.01 The Company agrees to notify the Union as soon as possible of any technological changes that may result in the displacement of members of the Bargaining Unit.

Any full-time employee displaced due to technological changes will be given the opportunity to train for any new position that may result from the technological change or to retrain for any position presently existing within the Bargaining Unit provided they have sufficient seniority to be retrained following any lay-off that may result from the technological changes.

Should any employee not be able to satisfactorily perform the necessary work following a reasonable training period he will be terminated with severance pay calculated on the basis of one (1) week's pay for each year of continuous service up to a maximum of fifteen (15) years.

## **ARTICLE 17**

### **JURY DUTY OR CROWN WITNESS**

17.01 Employees off work due to serve on jury duty or as a crown witness will be paid the difference between crown payment and the employee's normal pay.

## **ARTICLE 18**

### **LEAVE OF ABSENCE**

18.01 Union Committee representatives will be allowed time off for Union business, ie; seminars; conventions, etc., at no pay.



18.02 It is further agreed that an employee may apply for leave of absence for personal reasons by making an application in writing to the Employer at least fourteen (14) days in advance of the date on which he desires to leave. In reaching its decision, seniority of the applicant shall be a factor. The decision of the Employer in writing shall be given to the applicant within one (1) week after the date of the application. Such leave of absence shall not exceed (3) months.

#### **ARTICLE 19**

#### **PROTECTIVE CLOTHING AND UNIFORMS**

19.01 Drivers apparel will be supplied and replaced by the Company as required.

#### **ARTICLE 20**

#### **CONTRACTING OF WORK**

20.01 There will lie no contracting out of work presently covered by the bargaining unit that will result in the laying off any employee in the bargaining unit or the transfer of employees to another department.

#### **ARTICLE 21**

#### **SICK LEAVE**

21.01

- (a) An employee who is unable to attend work due to sickness or injury shall be entitled to receive time off as required.
- (b) Employees will be paid their normal rate of pay when off due to sickness or injury where the time off does not exceed three (3) consecutive days.
- (c) Where an employee is off sick for more than three (3) consecutive days, the normal insurance coverage will apply.
- (d) A Doctor's certificate may be requested.

## **GROUP INSURANCE**

21.02 During the term of this Agreement, the Company agrees to establish and maintain a group insurance benefit for its full-time employees. The Company agrees to pay the full premium for such group insurance and to provide the employees with a booklet outlining the benefits and eligibility requirements of the group insurance.

The Company agrees to maintain the current group insurance, dental coverage, O.H.I.P. and Pension benefits for the duration of the agreement.

## **ONTARIO RETAIL EMPLOYEES DENTAL BENEFIT TRUST FUND**

21.03 Subject to acceptance by the Trustees of the Ontario Retail Employees Dental Benefit Trust Fund, the Company agrees to contribute twelve (12) cents per regular hours worked (not including overtime) to the fund for dental benefits for eligible employees covered by this Agreement. Effective February 16, 1987 the Company agrees to pay seventeen (17) cents.

## **ONTARIO HEALTH INSURANCE PLAN (O.H.I.P.)**

21.04 The Company agrees that it will pay the O.H.I.P. premiums on behalf of all eligible full-time employees who have completed three (3) months continuous service as of the first (1st) day of any month.

## **PENSION PLAN**

21.05 During the term of this Agreement, the Company agrees to establish and maintain a Pension Plan for its full-time employees and to provide the employees with a booklet outlining the benefits, eligibility requirements and employee's share of the cost of such pension plan. Effective January 1, 1987, the employee's contribution to the plan will be reduced by 50%. Effective January



1, 1988, all employee contributions will cease. The amount of pension remains the same.

### **LONG TERM DISABILITY**

21.06 The Company agrees to continue at no cost to the Employee the current long term disability plan.

### **ARTICLE 22**

#### **SAFETY FOOTWEAR**

22.01

- (a) Full-time employees will be entitled to a maximum reimbursement of \$50.00 on the purchase of one (1) pair of safety shoes or boots for one (1) twelve (12)-month period.
- (b) Proof of purchase must be forwarded to the Office Manager.
- (c) The safety shoe reimbursement shall take effect immediately for new full-time employees providing they have completed their normal probationary period.
- (d) All warehouse and driver personnel are required to wear proper safety shoes.

### **ARTICLE 23**

#### **LOSS OF LICENSE**

23.01

- (a) In the case of a driver losing his license, he shall be permitted to work in a non-driver bargaining unit position at the warehouse rate of pay providing that work is available.
- (b) In the case where there is no alternative work available, the driver will be laid off until his license is reinstated.

### **ARTICLE 24**

#### **DURATION OF AGREEMENT**

24.01 Unless changed by mutual consent, this Agreement shall continue in full force and effect

for a term commencing July 6, 1987 and ending February 1, 1992 and shall continue automatically thereafter for one (1) year periods unless one party notifies the other in writing within a period of ninety (90) days immediately prior to the expiration date that it desires to amend this Agreement.

24.02 Negotiations shall begin within fifteen (15) days following notification for amendment, as provided in the preceding paragraph.

24.03 If, pursuant to such negotiations, an Agreement is not reached on the renewal or amendment of this Agreement or the making of a new agreement prior to the expiry date, this Agreement shall continue in full force and effect until a new agreement is signed between the Parties or unless conciliation proceedings prescribed under the Ontario Labour Relations Act have been completed, whichever date should first occur.

24.04 This Agreement shall endure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement.

FOR THE UNION:

STU DETENBECK  
KIRK GENEREUX  
ROB HILLIER  
BILL PEARSON

FOR THE EMPLOYER:

W. PLATE  
ROY CONLIFF  
DAVE DEXTER