

SOURCE	Jamp		
EFF.	92	02	01
TERM.	95	06	03
No. OF EMPLOYEES	160		
NOMBRE D'EMPLOYÉS	df		

November 10/92 final version

THIS COLLECTIVE AGREEMENT entered into as of the 8th day of DECEMBER 1992 and made

BETWEEN:

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-CLC**
 (hereinafter referred to as the "Union")

ARTICLE 1 - RECOGNITION

1.01 The Company and the Union desire to co-operate in establishing and maintaining conditions which will promote a harmonious relationship between the Company and the employee 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.

REV 10 1993

09205(02)

Cash & Carry - Should the Company establish a Cash & Carry operation in Kitchener, it would not be covered by this Agreement. A separate agreement similar to the Windsor Cash & 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, subject to the right of the Union employee to file a grievance as hereinafter provided.

ARTICLE 4 - GRIEVANCE PROCEDURE

4.01 Step 1

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 or within and not after **five (5)** days of when the employee ought to have reasonably known of the incident. An

individual may, if they choose, seek assistance from their Union Representative.

step 2

If the problem is not resolved at **Step 1**, 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 3

If the grievance is not resolved at **Step 2**, the **Union** Committee will take the grievance to the Distribution Manager and a meeting will be held with the Union Staff Representative, Union Committee, the **grievor** and Management **within ten** (10) days. The Distribution Manager, or his designate, will respond within three (3) working days **of** the meeting.

Failing resolution at **Step 3**, 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 (4)** 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 and securing his **permission**, which shall not be unreasonably withheld. 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 (2) 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 3 within and not after five (5) working days of the suspension or discharge.
- 4.07 When an employee is to be disciplined his shift Steward, if he is available, shall be present or a bargaining unit member of the employee's choice, if his Steward is not available, shall be present. Notwithstanding the above the employee may, at his discretion, request that his shift Steward or his chosen representative leave the meeting.

ARTICLE 5 - ARBITRATION

- 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 board of the Party requesting arbitration. The recipient of the notice shall, within ten (10) days after receiving the notice, advise the other Party of the name of its nominee to the arbitration board. The two (2) 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.

5.10 (a) A notation of reprimand placed on an employee's record shall be removed after an elapsed period of twelve (12) months, provided that within such twelve (12) month period, there are no other disciplinary notices of any kind placed on an employee's record.

(b) Any notation of a disciplinary action other than a reprimand placed on an employee's record shall be removed after an elapsed period of twenty-four (24) months, provided that within such twenty-four month period, there are no other disciplinary notices of any kind placed on the employee's record.

5.11 Notwithstanding any provision to the contrary found in Article 5 the parties may mutually agree to have a grievance that has been filed for Arbitration heard by a single Arbitrator.

ARTICLE 6 - STRIKES AND 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 full-time 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 last day of hiring.

- (b) Upon completion of his full-time 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 their start time or their start date as the case may be.

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.

7.04 (a) **When** the Company determines that a permanent vacancy or a new job exists; then same will be posted on the bulletin boards in the Distribution Centre within two (2) working days of such determination and shall remain posted for **a** period of three (3) working days. Full-time employees will have the right to bid for the position. Selection for such position shall be made on the basis of seniority provided the employee has the ability and qualifications to **perform** the normal requirements of the job.

- (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 ten (10) 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 after the job has been filled. The Employer will first attempt to fill the job from the applicants who bid on the original posting. Should there have been no other successful **applicants** then the **job** will be reposted and filled under the above Job Posting procedure.

7.04 (g) Any employee affected by the terms and conditions set out in section (d) and/or (e) above will be returned to his former position and shift, regardless of his seniority if such position is still in existence.

SENIORITY LIST

7.05 The Company shall post copies **of** the full-time and part-time Seniority Lists on the bulletin boards in the Distribution Centre and will revise and/or update same every three months, Each list will contain the employee's name, job classification, and his last date of 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; **proof of** inability to communicate will be considered a satisfactory reason.

(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 **rights** 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 **Company** promptly of any change in their address or **phone** number. This shall be done on a standard form provided by the Company. Employees are required to request the standard form, properly complete, sign and date it, then submit it to their shift

supervisor. If any employee shall fail to do this, the Company shall not be responsible for failure of any notice to reach such employee.

LAY-OFFS AND TRANSFERS

- 7.08 (a) All lay-offs of one (1) week or more will be in accordance with the Employment Standards Act, however a minimum of one week's notice, or pay-in-lieu of notice, will be given in such circumstances,
- 7.08 (b) Where a position is bumped or indefinitely eliminated then seniority will determine the employee so affected within the classification. Said employee will be permitted to bump any employee with less seniority provided he has the skill and ability to perform the job of the employee he wishes to bump.
- 7.08 (c) Temporary Transfers will be done by seniority, qualifications being sufficient, from the classification as determined by the Employer. The transferred employee will receive his own rate of pay or the rate of the job he is transferred to, whichever is **higher, provided the transfer exceeds** four hours. Temporary transfers will be done on a daily basis. The affected **employee** will retain his seniority status only in his original classification.
- 7.08 (d) Employees who transfer within the branch to positions not covered by the collective agreement will:
- (1) Be allowed to return to his former position, without loss of seniority, for a period not to exceed ninety (90) calendar days,
 - (2) If the absence exceeds ninety (90) calendar days but is one hundred and twenty (120) calendar days or less, he will be entitled to return to the bargaining unit, in the most junior position, provided he does not displace any existing member of the bargaining unit.
- 7.09 Loads that are made available to the bargaining unit Drivers, as determined by the Employer, will be made available to Drivers by seniority provided they are available and able to **perform** the required work. Notwithstanding the above, the Employer reserves the right to determine what loads will be made available for overtime versus straight time runs.

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 regular, 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 - VACATIONS

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 year's 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 (2) weeks' vacation with pay.
- (d) Employees with more than five (5) years continuous service as of January 1st in any year will receive three (3) weeks' vacation with pay.
- (e) Employees with more than nine (9) years continuous service as of January 1st in any year will receive **four (4) weeks'** vacation with pay.
- (f) Employees with more than sixteen (16) years continuous service as of January 1st in any year will receive five (5) weeks' vacation with pay.

10.02 Vacations shall be **granted** in order of seniority by department (Transportation, Maintenance, Warehouse and Clerical).

	Day Shift	Afternoon Shift	Night Shift
Warehouse	5	4	4
Transportation	3	2	1
Maintenance	1	1	1
Clerical	1	1	1

If the numbers on any shift are increased, the allotment will increase by a like percentage.

10.03 Vacation pay formula will be based on 2% of the previous years gross pay **per** week of entitlement or one (1) week's pay, at the employee's regular rate for each week of entitlement, whichever is greater, to be paid by separate cheque on the pay day immediately **prior** to the applicable week of vacation.

- (a) Employees will be canvassed by department (Warehouse, Transportation, Clerical and Maintenance) by seniority with respect to the employees choice of vacation time subject always to the restrictions as set out in

Article 10.02. Canvassing will start on the first working day of the month of February. All employees must be canvassed by the commencement of the third work week in March thereby allowing a completed vacation schedule to be posted not later than the first full **work** week in **April**. It shall be understood and agreed between the parties that employees will cooperate with management to properly and expeditiously complete the vacation schedule. Changes in the vacation schedule may take place with mutual consent of the Company and the employee concerned but not beyond the last **work** day in April. Where employees are desirous of taking vacation time between the commencement of the year and the end of February they shall make **known** their desire, in writing, to management no later than December 1 of the previous year. For the purpose **of** granting such requests seniority shall be the governing factor subject only to the limitations set out in Article 10.02.

- 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. A lieu day will only be granted if the employee makes his request known to his immediate supervisor, in writing, at least two **(2)** weeks prior to his vacation **period or** scheduled day **off** provided the parties can mutually agree on the date of the lieu day.
- 10.05 It is agreed that an employee who has completed one **(1)** 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 Workers' 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.

10.08 The parties agree that vacation time commences at the beginning of the first regularly scheduled **work** day that the employee is otherwise on vacation for and vacation time ends at the commencement **of** the shift on the day the employee **was** scheduled to return.

10.09 (a) Additional weeks which become available in the summer months would be made available, **on** a seniority basis, to those employees who have not had the opportunity to **book** vacation time in the months **of** July and August.

(b) Once the vacation schedule is finalized and posted, there will be no changes except **by** mutual agreement between the Employer and the Union.

ARTICLE 11 - PAID HOLIDAYS

11.01 (a) The following statutory holidays will be **granted to** all full-time employees with pay provided the full-time employee **has** completed his probationary period at the time the holiday occurs.

New Year's Day

Good Friday

Victoria Day

Canada Day

Civic Holiday.

Labour Day

Thanksgiving Day

Christmas Day

Boxing Day

(b) (i) 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.

(b) (ii) There will be an additional paid holiday to be known as an Employee Birthday, 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 day 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 Workers' 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) Notwithstanding 11.02 (a)(ii) above, 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 one regular day's pay exclusive of overtime.

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 or where applicable thirty (30) hours are worked on the remaining **three** (3) days.

ARTICLE 12 - HOURS OF WORK AND OVERTIME

12.01 (a) Full-time employees who **work** a full regularly scheduled work day will be entitled to two (2) fifteen (15) minute breaks and an unpaid lunch break of one half hour or one hour as may be determined by the Company. Any employee working more than four (4) hours overtime, consecutive with having worked his complete scheduled shift, shall be entitled to a one-half (1/2) hour paid meal break (See Letter of Understanding regarding breaks).

(b) The Company will not add any new shifts or change existing shifts without first notifying the Union Committee at least two (2) **weeks** in advance of any such change. The Company will not change the start times, of any existing shifts, by more than one (1) hour without first notifying the Union Committee at least two (2) weeks in advance of any such change. The

Employer will justify any such change to the Union Committee. Where the Union Committee believes such change is not justified then they shall be free to file a grievance commencing at Step III of the grievance procedure.

- (c) 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.
- (d) The employer shall guarantee to provide forty (40) hours of work each week 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, 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. The forty (40) hours would be scheduled to provide that Saturday or Sunday would be one (1) of two (2) consecutive days off.

12.02 Time worked in excess of eight (8) hours per day, or ten (10) hours per day where applicable, 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 1/2) the employee's regular hourly rate.
- (b) The first four (**4**) hours worked by an employee on his first unscheduled day in any week will be paid at the rate of time and one-half (1 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 substitute day thereof) as listed in Article 11.01 (a) in this Agreement will be paid at the rate of

double time the employee's regular rate of pay in addition to the statutory holiday pay.

- (e) All work performed on a Sunday, unless such **work** is part of the employee's regular work week, shall be paid at the rate of double time the employee's regular rate of **pay**.

12.03 Employees will be entitled to two **(2)** fifteen **(15)** minute paid breaks in an eight **(8)** hour shift and an additional paid fifteen **(15)** minute break for each additional two **(2)** hours of work.

12.04 (a) Any employee who is scheduled and reports for work not having been notified prior to the scheduled start time not to report, will be compensated at the applicable rate for all scheduled hours up to a maximum of four **(4)** or in instances where the scheduling exceeded four **(4)** hours the employee would be compensated **for work** actually performed or a minimum of four **(4)** hours pay at the applicable rate, unless such schedule is altered due to an emergency, act of God, or other reason **beyond** the control **of** the Employer. In order to qualify for the above, an employee would be obligated to **perform** whatever available work is assigned to him.

12.04 (b) An employee called back to work, having completed his regular shift and having left the premises, or called into work on an unscheduled day, shall receive a minimum of four **(4)** hours pay at the applicable 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 (a) Employees who are available, willing, qualified and able to do overtime work required shall be given the first opportunity to do such work by seniority on a voluntary basis as set out below.

12.05 (b) DAILY OVERTIME DISTRIBUTION

(1) Authorized work to be performed in excess of eight **(8)** hours in a day will be scheduled on a seniority basis in the following manner and sequence:

- (a) From the respective classification(s) of the shift on duty.

- (b) By overall seniority from the balance of the shift on duty, provided these employees are capable of performing the required work in a competent manner.
- (c) Only those who have signed the D.O.L. will be considered in the above instances.
- (d) Where insufficient full-time employees have signed the D.O.L. to fulfill the work requirements then Management will, in the presence of a bargaining unit employee announce over the P.A. system "any employee who has not signed the D.O.L. and is desirous of working overtime must report to the office immediately". This announcement will be made three successive times and five minutes thereafter Management will be free to offer overtime to the part-time employees then on the shift.
- (e) Should the above procedure not fill the requirements of Management then off duty employees would be contacted by phone following the **procedure** outlined in (a) and (b) above.
- (f) The above procedure **would** apply on the same basis for shifts **other** than those of an eight hour duration.

12.05 (c) (1) **A** daily overtime list will be posted at the start of each individual shift.

- (2) **Every** employee who is willing **to** work overtime must indicate this by signing the D.O.L., in a legible manner, as soon as possible each day but no later than the mid point of his shift, indicating in two (2) hour increments the amount of overtime he would be **willing to work**. Once an employee has signed the D.O.L. and is successful in acquiring overtime, then he shall be obliged to work the overtime unless he supplies a reason satisfactory to the Employer for his inability to **work** and/or complete same.
- (3) Daily overtime requirements will be distributed as evenly as possible among as many of those employees as possible who have indicated their willingness to work overtime. However, those employees who fail to sign the D.O.L. in a legible manner, by the mid-point of their shift will not be considered for the distribution of overtime work except as set out in (1)(d) above.
- (4) The D.O.L. will be removed at the mid-point of the shift involved. Management **will** review the contents of the list and in accordance with the provisions of (1), (2) and (3) above post a notice, not less than one

hour prior to the end of the shift, indicating the overtime requirements for the shift, and the employees required to complete the work.

12.05 (d) EXTRA/UNSCHEDULED DAY OVERTIME

- (1) An E.U.D.O.L. will be posted within the warehouse on the first or second, where applicable, day of each week for a specific shift. Those employees who wish to be considered for overtime on extra days or specified holidays etc. in excess of their regular schedule must sign this list in order to qualify.
- (2) Where the Employer decides that overtime **work** is to be performed in either of the above mentioned instances, the list, where practicable, will be removed no less than two (2) days prior to the commencement of such work. **As** soon as possible a list will be posted outlining the **work** to be performed and containing the names of those employees scheduled to complete the work.
- (3) In compiling **the** list for posting, seniority **from** within the required classification will be the governing factor. Once an employee has successfully **bid for** and obtained such **work** the **onus** shall fall on him to complete the schedule unless he supplies a reason satisfactory to the Employer **for** the non completion **of** same. **When** for any reason, after the above **has** been conformed **to**, additional help is required, the Employer will attempt to contact by phone employees who signed the list (by seniority and classifications required).
- (3) Secondly, regardless of classification, by seniority, all others who signed the list and could complete the required work in a competent manner.
- (4) A Steward or in his absence another bargaining unit employee will be present when the phone calls are made. In the event that the Employer acquires a machine that will document phone calls then the Steward or a bargaining unit employee will no longer be required.

12.06 Notwithstanding any other provision to the contrary that may be contained in this collective agreement, it is agreed that no employee shall be entitled to work more than sixteen (16) hours within any twenty-four (24) hour period. This provision shall not apply to those employees who normally **work** as Drivers and who are subject to applicable legislation.

ARTICLE 13 - WAGES

13.01 (a) The following shall be the Departments, job classifications and hourly rates of pay during the term of this Agreement:

<u>DEPARTMENTS</u>	<u>CLASSIFICATIONS</u>	<u>NOVEMBER 1, 1992</u>
Transportation	Driver	\$17.65
	Shunt Man	\$17.65
Clerical	Shipping Clerk	\$17.60
	Receiving Clerk	\$17.60
	I. C. Clerk	\$17.60
	Transport Clerk	\$17.60
	Assembly Clerk	\$17.60
Maintenance	Mechanic	\$17.70
	Bldg./Battery Maintenance	\$17.60
Warehouse	Shipper	\$17.60
	Receiver	\$17.60
	Forklift Operator	\$17.55
	Warehouseman	\$17.50
	Janitor/RGR	\$17.50
	Part-time Employees	\$11.50

13.01 (b)

<u>DEPARTMENTS</u>	<u>CLASSIFICATIONS</u>	<u>JUNE 6, 1993</u>
Transportation	Driver	\$18.15
	Shunt Man	\$18.15
Clerical	Shipping Clerk	\$18.10
	Receiving Clerk	\$18.10
	I. C. Clerk	\$18.10
	Transport Clerk	\$18.10
	Assembly Clerk	\$18.10
Maintenance	Mechanic	\$18.20
	Bldg./Battery Maintenance	\$18.10

Yarehouse	Shipper	\$18.10
	Receiver	\$18.10
	Forklift Operator	\$18.05
	Warehouseman	\$18.00
	Janitor/RGR	\$18.00
	Part-time Employees	\$11.50

13.01 (c)

DEPARTMENTS CLASSIFICATIONS JANUARY 2, 1994

Transportation	Driver	\$18.65
	Shunt Man	\$18.65
Clerical	Shipping Clerk	\$18.60
	Receiving Clerk	\$18.60
	I. C. Clerk	\$18.60
	Transport Clerk	\$18.60
	Assembly Clerk	\$18.60
Maintenance	Mechanic	\$18.70
	Bldg./Battery Maintenance	\$18.60
Warehouse	Shipper	\$18.60
	Receiver	\$18.60
	Forklift Operator	\$18.55
	Warehouseman	\$18.50
	Janitor/RGR	\$18.50
	Part-time Employees	\$11.75

13.01 (d)

DEPARTMENTS CLASSIFICATIONS JUNE 5, 1994

Transportation	Driver	\$19.20
	Shunt Man	\$19.20
Clerical	Shipping Clerk	\$19.15
	Receiving Clerk	\$19.15
	I. C. Clerk	\$19.15
	Transport Clerk	\$19.15
	Assembly Clerk	\$19.15
Maintenance	Mechanic	\$19.25
	Bldg./Battery Maintenance	\$19.15

Warehouse	Shipper	\$19.15
	Receiver	\$19.15
	Forklift Operator	\$19.10
	Warehouseman	\$19.05
	Janitor/RGR	\$19.05
	Part-time Employees	\$11.75

13.01 (e) Effective the date of ratification of this agreement employees that may be hired as full-time status shall be paid according to the following scale of the hourly rate applicable to the classification as set out in 13.01(a) through (d).

*0-18 months	65%
"more than 18 but less than 30 months	80%
*30 months or more	100%

13.01 (f) NOTWITHSTANDING ANY PROVISION TO THE CONTRARY FOUND IN THIS COLLECTIVE AGREEMENT PART-TIME EMPLOYEES HIRED AFTER AUGUST 29, 1992 SHALL BE PAID IN ACCORDANCE WITH THE FOLLOWING:

	August 30, 1992	February 7, 1993	February 6, 1994
Start	\$8.00	\$8.25	\$8.60
Completion of Probation	\$8.50	\$8.75	\$9.10

13.02 When an employee is unable to report for work as scheduled, he will notify the supervisor, or his designate, one (1) 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 (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 (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 (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.

ARTICLE 14 - BEREAVEMENT LEAVE

- 14.01 (a) Any employee **who** is absent from work **due** to the death and funeral of their (step) mother, (step) father, wife, husband, son, daughter, brother, sister, 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.
- 14.01 (b) **Any** employee who is absent **from** work to attend the funeral of a spouse's Grandparent will be compensated for time lost for one (**1**) working day.
- 14.01 (c) 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 An employee who is required to serve on a jury shall be compensated for regularly scheduled work days actually spent on jury duty when he would otherwise have been at work. An employee will be paid for his regularly

scheduled hours of work or a maximum of eight (8) hours or ten (10) hours depending on what shift the employee is scheduled on.

- 17.02 He shall receive the difference between his jury fees and his actual day's pay for that time he would have been regularly scheduled had he not been serving on the jury. The employee shall be required to report immediately upon being excused or released from jury duty where such reporting is reasonable under the circumstances and at least four (4) hours remain on his shift.
- 17.03 The claim of an employee shall be verified by presentation of his Jury Duty cheque; however, no payment shall be made for any hour for which the employee receives compensation by the company for any other reason. Payments shall not be withheld pending submission of the Jury Duty cheque.
- 17.04 Any employee subpoenaed to attend as a witness on behalf of the Company or the Crown shall be entitled to the difference between his witness fee and his normal day's pay.
- 17.05 In the event of an accident involving a Company vehicle resulting in charges against, or court appearance, by an employee, the Employer will retroactively pay the employee for regular time lost due to court appearances if the employee is found to be "innocent" of the charges. This shall not prejudice the Employer's right to discipline said employee.

ARTICLE 18 - LEAVE OF ABSENCE

- 18.01 Union Committee representatives will be allowed time off for Union business, i.e. seminars, conventions, **etc.**, at no pay.
- 18.02 (a) 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 three (3) months.

18.02 (b) If an employee is elected or hired to perform a function or job within the Union he shall, upon written request, be granted a leave of absence not to exceed one (1) year in duration. The employee so affected shall continue to accrue seniority for the sole purpose of determining his placement in the bargaining unit should he return. There shall be no benefit entitlement or accrual of pension benefit as set out in Article 21 of this agreement during such leave of absence.

ARTICLE 19 - PROTECTIVE CLOTHING AND UNIFORMS

19.01 The Employer will supply Drivers with wearing apparel, at no cost to the employee. Such wearing apparel will be replaced once every two (2) years at a time designated by the Company.

<i>Six</i> Shirts	One Cap	Three T-shirts
One Jacket	Four Trousers	One Winter Jacket

ARTICLE 20 - CONTRACTING OF WORK

20.01 There will be 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) Where an employee is off sick for more than three (3) consecutive days, the normal insurance coverage will apply.

(b) The Employer shall have the right to request, at any time, that an employee acquire a Medical certificate from his attending Physician in order to substantiate any absence. Further where the Employer's Medical Department requests that an employee provides a "release" to speak to his Doctor, the employee shall comply without undue delay.

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.

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 who have completed their probationary period will be entitled to an eighty dollar (\$80.00) safety boot allowance payable in period #2 of each year.

(b) All Transportation, Warehouse, Clerical and Maintenance employees 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 nondriver 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 February 1, 1992 and ending June 3, 1995 and shall continue automatically thereafter for one (1) year periods unless one party notifies the other party 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.


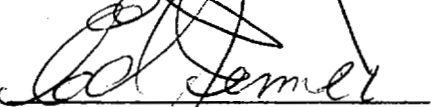
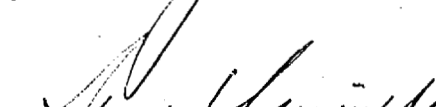
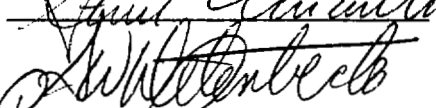

24.03 If, pursuant to such negotiations, an Agreement is not reached on the renewal or amendment of this Agreement or the making of a new agreement prior to the expiry date, this Agreement shall continue in full force and effect until a new agreement is signed between the Parties or unless conciliation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


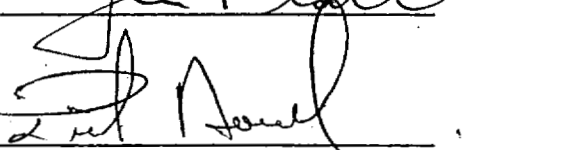
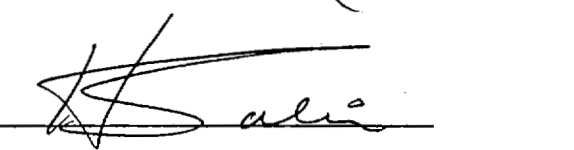

24.04 This Agreement shall endure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement.

FOR THE UNION:

FOR THE EMPLOYER:

LETTER OF UNDERSTANDING
BETWEEN
WILLETT FOOD INC.
AND
RETAIL WHOLESALE AND DEPARTMENT STORE UNION,
LOCAL 414

BREAK PERIODS

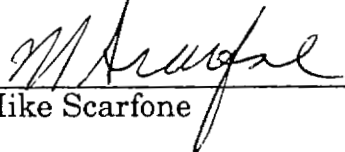
It being the mutual desire of both parties to the collective agreement to minimize overlapping shifts, the following rescheduling of break periods has been agreed to by the parties:

A straight eight (8) hour shift consisting of seven (7) hours and twenty (20) minutes of actual work time plus two (2) **paid** break periods - one of fifteen (15) minutes and one of twenty-five (25) minutes.

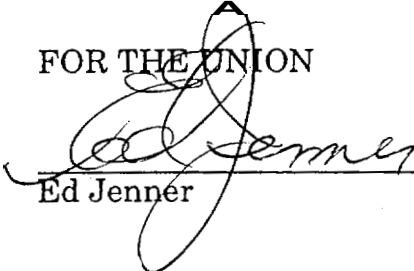
A straight ten (10) hour shift consisting of nine (9) hours and five (5) minutes of actual work time plus a fifty-five minute break period to be taken at a time mutually agreed during their regular shift.

This language would in no way affect the provisions as set out in Article 12.03 re: overtime break periods.

FOR THE EMPLOYER


Mike Scarfone

FOR THE UNION

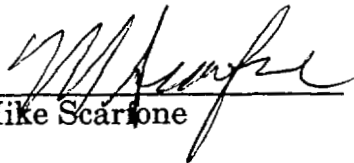

Ed Jenner

LETTER OF UNDERSTANDING
BETWEEN
WILLET" FOOD INC.
AND
RETAIL WHOLESALE AND DEPARTMENT STORE UNION,
LOCAL 414

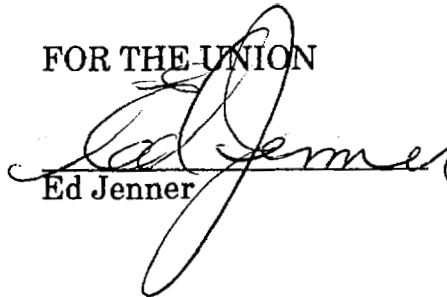
Notwithstanding Article 13.01(e) of the collective agreement, where a part-time employee may be hired to full time status his hourly rate of pay will not be **reduced** by virtue of the **New Full time Progression** rate.

The employee(s) in question **will** maintain their rate of pay for the initial term of the progression or until such time as the application of the progression rate **gives** them an increase.

FOR THE EMPLOYER


Mike Scarpone

FOR THE UNION


Ed Jenner

LETTER OF UNDERSTANDING
BETWEEN
WILLETT FOOD INC.
AND
RETAIL WHOLESALE AND DEPARTMENT STORE UNION,
LOCAL 414

Notwithstanding the provisions of Article 13 of the attached collective agreement the following wage rates shall apply to the following employees as hereinafter provided for:

Brad Uhrig (seniority 22/09/91)

Current rate - \$16.01

February 22, 1993 - receives the rate for the classification in which he works

Rod Rayner (seniority 01/06/92)

Current rate - \$14.73

January 1, 1993 - \$15.32

June 1, 1993 - \$16.01

January 1, 1994 - receives the rate for the classification in which he works

Mark Hardy (seniority 01/06/92)

Current rate - \$14.73

January 1, 1993 - \$15.32

June 1, 1993 - \$16.01

January 1, 1994 - receives the rate for the classification in which he works

Philip Laramie (01/06/92)

Current rate - \$14.73

January 1, 1993 - \$15.32

June 1, 1993 - \$16.01

January 1, 1994 - receives the rate for the classification in which he works

Donald Stuebing (01/06/92)

Current rate - \$14.73

January 1, 1993 - \$15.32

June 1, 1993 - \$16.01

January 1, 1994 - receives the rate for the classification in which he works

Robert Litt (seniority 01/06/92)

Current rate - \$14.73

January 1, 1993 - \$15.32

June 1, 1993 - \$16.01

January 1, 1994 - receives the rate for the classification in which he works

Bob Mitchell (seniority 01/06/92)

Current rate - \$14.73

January 1, 1993 - \$15.32

June 1, 1993 - \$16.01

January 1, 1994 -receives the rate for the classification in which he works

Chris Mayhew (seniority 01/06/92)

Current rate - \$14.73

January 1, 1993 - \$15.32

June 1, 1993 - \$16.01

January 1, 1994 -receives the rate for the classification in which he works

FOR **THE** EMPLOYER

FOR **THE** UNION

Mike Scarfone

Ed Jenner

APPENDIX "A"

PART-TIME EMPLOYEES

THE RIGHTS AND PRIVILEGES AND WORKING CONDITIONS OF PART-TIME EMPLOYEES PURSUANT TO THIS AGREEMENT SHALL BE AS SPECIFICALLY SET OUT IN APPENDIX "A". WHEREVER THERE IS A CONFLICT BETWEEN THE MAIN BODY AND APPENDIX "A" WITH RESPECT TO PART-TIME EMPLOYEES THEN APPENDIX "A" SHALL GOVERN.

1. The Union and the Employer agree that part-time employees are not entitled to any of the rights or benefits of this Agreement, or any Schedule to this Agreement unless specifically provided for herein.
2. (a) A part-time employee *is* a person who regularly works not more than twenty-four (24) hours per **week**. The status of a part-time employee shall not be deemed to be changed because he works in excess of those hours in any of the following circumstances:
 - (1) he is replacing a full-time employee who is absent, for any reason, on a temporary basis, that is not exceeding twelve (12) continuous months, or on vacation;
 - (2) he is replacing **another** part-time employee who was scheduled to report for work and failed to report for work for any reason;
 - (3) during the period December 1 to January 7;
 - (4) he is covering off for a full-time employee who has refused a recall to work on a temporary basis;
 - (5) on a full-time basis in the period May 15 to September 15;
 - (6) the week of a statutory holiday as defined in Article 11.01(a) of the main body;
 - (7) the week of and/or the week preceding what is commonly known as the Insiders;
 - (8) in the instance of an emergency, natural or otherwise, over which the Employer has no control.
- (b) During the training period of new part-time employees, the Employer may work these employees for the purposes of training, excluding classroom hours, five (5) days at eight (8) hour shifts on any shift. This time will not be recognized as regularly scheduled work for existing part-time employees. In no instance will this training, exclusive of classroom training, exceed two (2) weeks for an individual employee.
3. The Employer agrees to provide all part-time employees who have one (1) year of service as of February 1990 with a safety boot allowance on a one time basis. Such safety boot allowance shall be paid in an amount equal to the full-time

boot allowance and shall be paid to the part-time employees when the next boot allowance is paid to the full-time employees following the ratification of this agreement.

4. (a) After a part-time employee has actually worked, in any twelve (12) month period, a total of *six* hundred (600) hours, he shall be deemed to have acquired seniority for the purposes of this Appendix and his name shall be placed on the seniority list mentioned below.
- (b) A separate seniority list will be established for part-time employees and will be revised by the Employer at least every *six* (6) months. Such lists will show the employee's name and his date of last hire.
- (c) (i) Hours of work will be allocated and assigned by the Employer to part-time employees provided the employee has the qualifications, **skill and** ability necessary to perform the normal requirements of the job. The allocation and assignment **of** hours will *be* such that the most senior part-time employee shall have the opportunity for **the** greatest number of hours (within the weekly maximum) on a monthly basis.
- (ii) Part-time employees on a shift will be offered overtime by seniority, provided they have the **skill, ability and** qualifications to perform the job, only after all full-time employees then working on the shift have been offered overtime.
- (d) **If** a part-time employee refuses **an** offer of work, exclusive of overtime, on three (3) occasions within any three (3) month period without giving an **excuse** which is acceptable to the Employer, his seniority rights shall cease, his name shall be stricken **from** the seniority list and his employment shall be automatically terminated and the Union shall be so notified.
- (e) After a part-time employee has acquired seniority, as defined herein, he will be entitled to bid for permanent job vacancies and newly created jobs which are posted in accordance with Article 7 of the collective agreement. If any posted vacancy or new job is not filled by a full-time employee, and such vacancy or new job is intended to increase the complement of the full-time bargaining unit, then the part-time employee with the greatest seniority who has bid, if any, and who has the qualifications, skill and ability to fill the normal requirements of the job, shall be placed in it. Failing any successful bid by a part-time employee the Employer may fill the vacancy or new job at its discretion,
- (f) Whenever a part-time employee is converted **to** full-time he will be credited in the full-time bargaining unit for seniority purposes with fifty percent (50%) of his seniority up to a maximum of one (1) year upon the successful completion of his *full-time probationary period. The application of this clause will not cause such employee to pass any full-time employee on the full-time seniority list. In such cases the newly hired full-time employee shall be deemed to have one (1) day less seniority than the most junior full-time employee. Such seniority will then apply in the full-time unit in accordance with the terms of the Collective Agreement, except for vacation entitlement in the year in which he became full-time. Such seniority shall not apply to the waiting periods for benefits as set out in Article 21 of this

Agreement, and any such employee shall be deemed to be a new hire for the purposes of Article 21.

*In this instance the full-time probationary period shall be deemed to be "until he has worked for the Employer a total of forty-five (45) calendar days" as a full-time employee.

5. Each employee covered by this Appendix shall be entitled to vacation pay in accordance with the provisions of the Employment Standards Act of Ontario (RSO 1980).
6. An employee covered by this Appendix shall be paid an overtime rate of time and one-half for all work performed by such employee in excess of forty (40) hours per week or eight (8) hours per day.
7. Notwithstanding any provision to the contrary found in the Appendix, part-time employees shall be limited to hours of work, in excess of the one for one replacement found in Article 2(b)(i), that are not greater than twenty percent (20%) of the full-time seniority list. Such calculations shall be done as follows: the number of full-time employees on the seniority list times forty (40) hours per week times twenty percent (20%). This shall equal the weekly part-time hours that the Employer shall be entitled to use that are in excess of the one for one replacement as set out above.
8. Part-time and temporary employees, who have acquired seniority, shall be entitled to the provisions of the following Articles of the main body of the collective agreement.:

ARTICLE 1 - RECOGNITION

ARTICLE 2 - UNION SECURITY

ARTICLE 3 - RESERVATION TO MANAGEMENT

ARTICLE 4 - GRIEVANCE PROCEDURE

ARTICLE 5 - ARBITRATION BOARD

ARTICLE 6 - STRIKES AND LOCKOUTS

ARTICLE 7 - SENIORITY

7.05, 7.06, 7.07 and 7.08(a)

ARTICLE 8 - PART-TIME AND TEMPORARY EMPLOYEES

- 8.01(a) Part-time employees will not be hired to displace full-time employees.
- 8.01(b) Part-time employees will **work** twenty-four (24) hours per week or less except as is specifically set out in Article 2(b) 1 through 8 inclusive.
- 8.01(c) Part-time seniority will not be considered when a competition between full-time and part-time exists, however, the Employer reserves the right to maintain a qualified work force.

ARTICLE 11 - PAID HOLIDAYS
11.01(a), 11.02(a), 11.02(b)

ARTICLE 12 - HOURS OF WORK
12.03, 12.04(a)

ARTICLE 13 - WAGES
13.01 (a) **through** (f) inclusive, 13.02

ARTICLE 14 - BEREAVEMENT

ARTICLE 15 - SEVERANCE PAY

ARTICLE 17 - JURY DUTY **OR** CROWN WITNESS

ARTICLE 18 - LEAVE **OF** ABSENCE

ARTICLE 21 - SICK LEAVE
21.01(b), 21.03

ARTICLE 22 - **SAFETY** FOOTWEAR
22.01(b)

ARTICLE 24 - DURATION OF AGREEMENT

9. Part-time employees **will** receive a Christmas Bonus in the amount of **fifty** dollars (\$50.00) per **year of** service, as **of** December **1** in **any year**, to a maximum of one hundred **and fifty dollars** (\$150.00).

