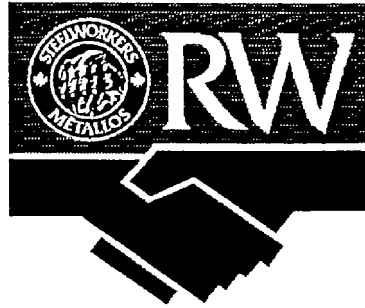


SOURCE	Comp.		
EFF.	95	11	02
YES (200)	11	01	
NO. OF EMPLOYEES	160		
NOMRE D'EMPLOYÉS	211		



COLLECTIVE AGREEMENT

BETWEEN

**RETAIL WHOLESALE CANADA
CANADIAN SERVICE SECTOR, DIVISION OF
THE UNITED STEELWORKERS OF AMERICA
LOCAL 414**

AND

**WILLET FOODS INC.
KITCHENER-WATERLOO, ONTARIO**

X

**EFFECTIVE DATE : NOVEMBER 2, 1995
EXPIRY DATE : NOVEMBER 1, 2001**

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THIS COLLECTIVE AGREEMENT entered into as of the 31st day of October 1995.

BETWEEN:

WILLETT FOODS INC.

(hereinafter referred to as the "Employer")

AND

**RETAIL WHOLESALE CANADA, CANADIAN SERVICE SECTOR
DIVISION OF THE UNITED STEELWORKERS OF AMERICA
LOCAL 414**

(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:

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.

- 1.02 (a) Full-time employees **are** those employees who normally work the **hours** provided for in Article 12.01 herein.
- (b) Part-time employees are those employees who normally work twenty-eight (28) hours or less per week. All matters relative to part-time employees shall **be** governed by Appendix "A" of this Agreement, unless otherwise provided for.

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 member. The Committee member 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 five (5) 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 five (5) 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 Article 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 part-time 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 cause 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

- (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.

7.08

LAY-OFFS AND TRANSFERS

- (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.
- (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.

- (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.
- (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.

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 twenty-four (24) 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 (a) Effective January 1, 1996 each employee who, as of December 31 in any year, has been employed for less than one (1) year is entitled to one (1) day's vacation for each full calendar month of employment up to a maximum of nine (9) days to be taken the following year with vacation pay of four percent (4%) of his wages. The term "wages" as used herein shall be as defined in Part VIII, section 29(2) of the Employment Standards Act of Ontario R.S.O. 1990.
- (b) Effective January 1, 1996 each employee who, as of December 31 in any year, has been employed for one (1) year or more but less than five (5) years will be granted a vacation of two (2) weeks to be taken during the following year.
- (c) Effective January 1, 1996 each employee who, as of December 31 in any year, has been employed for five (5) years or more but less than twelve (12) years will be granted a vacation of three (3) weeks to be taken during the following year.
- (d) Effective January 1, 1996 each employee who, as of December 31 in any year, has been employed for twelve (12) years or more but less than twenty (20) years will be granted a vacation of four (4) weeks to be taken during the following year.
- (e) Effective January 1, 1996 each employee who, as of December 31 in any year, has been employed for twenty (20) years or more will be granted a vacation of five (5) weeks to be taken during the

following year.

- (f) With the exception of the vacation pay referred to in Article 10.01 (a) herein, vacation pay shall be equivalent to the employee's regular weekly schedule of hours multiplied by the employee's regular hourly base rate of pay, for each week of entitlement.
- (g) To be eligible for the vacation pay referred to in Article 10.01 (a) herein, the employee must have worked a minimum of one thousand (1000) regular hours in the calendar year preceding the year in which he wishes to take vacation. In the event that the employee has worked less than one thousand (1000) hours, he shall be paid four percent (4%) of his wages for the calendar year preceding the year in which his wishes to take vacation, for each week of entitlement. The term "wages" as used herein shall be as defined in Part VIII, section 29(2) of the Employment Standards Act of Ontario R.S.O. 1990.

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

	<u>DAY</u> <u>SHIFT</u>	<u>AFTERNOON</u> <u>SHIFT</u>	<u>NIGHT</u> <u>SHIFT</u>
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 (a) Vacations shall be granted in order of seniority by departments (warehouse, transportation, clerical and maintenance). The summer vacation period shall be from the first full week in June to the first full week in September. Employees who are entitled to more than two (2) weeks vacation in any year may take only two (2) weeks 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 vacation period. Vacations shall be taken between January 1 and December 31 in each year. 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.

No employee shall be allowed to work while on vacation unless all full-time employees who are then at work decline to perform the work in question.

- 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 summer vacation period.
 - (b) After 10.01 (a) has been completed, any remaining summer vacation week(s) will be offered by department seniority to those employees who wish to reschedule any vacation that is outside the summer vacation period.
 - (c) 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 The following Paid Holidays will be granted to all full-time employees with pay after they have completed their probationary period:

New Year's Day
Good Friday
Victoria Day
Canada Day
1st Monday in August
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

In the event that the federal or provincial governments should declare **any** other day(s) a legal holiday, the Employer agrees to recognize such day(s) as a Paid Holiday.

- 11.02
- (a) To qualify for pay for a Paid Holiday, the employee:

- (i) must **have** been in the employ of the Employer for three (3) months;
 - (ii) must work his last scheduled working day preceding the Paid Holiday and his first scheduled working day after the Paid Holiday, unless he was absent with permission, which includes legitimate illness;
 - (iii) must have performed work on at least twelve (12) days in the four (4) weeks immediately preceding the Paid Holiday, excluding the week in which the holiday falls.
- (b) An employee who is in receipt of Workers' Compensation or weekly indemnity benefits shall be paid the difference between payment received by Workers' Compensation or by weekly indemnity and the pay he would have otherwise received had he not been absent, provided he has worked within fifteen (15) days prior to the Paid Holiday.
 - (c) **Should** a Paid Holiday occur during an employee's leave of absence, he shall not be paid for such Paid Holiday.

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

ARTICLE 12 - HOURS OF WORK AND OVERTIME

12.01 (a) The regular work week for full-time employees, shall normally be forty (40) hours consisting of five (5) days of eight (8) hours or four (4) days of ten (10) hours, from Sunday to Saturday.

Effective January 1, 1999 the regular work week for full-time employees, shall normally be forty-one (41) hours consisting of four (4) days or five (5) days, from Sunday to Saturday.

Effective January 1, 2000 the regular work week for full-time employees, shall normally be forty-two (42) hours consisting of four (4) days or five (5) days, from Sunday to Saturday.

(b) Starting and quitting times **and** arrangements of shifts to be negotiated between the Parties at Branch level. The assignment of employees to a particular shift shall be according to seniority.

It is agreed that employees shall not be required to work split shifts, unless mutually agreed between the Employer and the Union. For the purposes of this Agreement the term "split shift" shall mean that an employee may not work consecutive days during the week, but **his** regular daily schedule shall consist of consecutive hours.

- (c) The Employer shall provide an employee with a minimum of two (2) weeks notice, prior to moving such employee from one shift to another (i.e. days to nights; days to afternoons etc.),
- (d) **An** employee's scheduled starting time shall not be changed during the week in which he is working.
- (e) For the purpose of this Collective Agreement the following definitions shall apply:
 - the day shift shall be any shift that commences between 4:00 a.m. and 11:59 a.m. inclusive;
 - the afternoon shift shall be any shift that commences between 12:00 noon and 7:59 p.m. inclusive; and
 - the night shift shall be any shift that commences between 8:00 p.m. and 3:59 a.m. inclusive.
- (f) 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 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 (1) of the Paid Holidays in Article **11** is observed.

12.02

OVERTIME PREMIUMS

- (a) It is recognized that full-time employees are paid a weekly wage **and** a formula is required to determine how overtime is to be calculated. Overtime is calculated by dividing forty (40), forty-one (41), or forty-two **(42)** hours, as the case may be, by the employee's weekly wage and multiplying the product by the applicable overtime premium (i.e. time and one-half or double time).

- (b) Overtime at the rate of one and one-half (1½) times the employee's regular hourly rate of pay shall be paid for all hours worked in excess of his daily regularly scheduled number of hours.
- (c) Overtime at the rate of one and one-half (1½) times the employee's regular hourly rate of pay shall be paid for all hours worked on his normal day off.
- (d) Overtime at the rate of two (2) times the employee's regular hourly rate of pay shall be paid for all hours worked on a Paid Holiday in addition to the pay for such Holiday.

12.03

- (a) Employees shall be entitled to two (2) paid rest periods not exceeding a total of forty (40) minutes, one (1) in the first half and one (1) in the second half of each shift. The times at which rest periods are taken shall be arranged by management following consultation with the Local Union from time to time.
- (b) Where an employee works more than two (2) consecutive hours of overtime before the start of his regularly scheduled shift, he will be granted a paid fifteen (15) minute rest period upon completion of such overtime and thereafter he will be granted further paid fifteen (15) minute rest periods for each completed two (2) hours of overtime, excluding time spent on the rest period.
- (c) Where an employee works more than two (2) consecutive hours of overtime after the completion of his regularly scheduled shift, he will be granted a paid fifteen (15) minute rest period upon completion of such overtime and thereafter he will be granted further paid fifteen (15) minute rest periods for each completed two (2) hours of overtime, excluding time spent on the rest period.

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.

- (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.

(b) DAILY OVERTIME DISTRIBUTION

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:

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

If there are not enough volunteers then the Employer shall be entitled to transfer employees who are coming on duty in accordance with the provisions of Article 7.08 (c) of this Agreement. The remaining vacancies will **then** be filled first by the classification required, then by department, then by overall seniority.

- (2) 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.

- (3) Only those who have signed the D.O.L. will be considered in the above instances.

- (4) Where insufficient full-time employees have signed the D.O.L. to fulfil 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.

- (5) Should the above procedure not fill the requirements of management, then off duty employees who did not have the opportunity to sign the D.O.L. would be contacted by phone, on a seniority basis by classification, by department and then by overall seniority.
 - (6) The above procedure would apply on the same basis for shifts other than those of an eight hour duration.
- (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 12.05 (b) (4) 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.
- (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 those employees who signed the list (on a seniority basis by classification, by department, by overall seniority).
- (4) Secondly, regardless of classification, by seniority, all others who signed the list and could complete the required work in a competent manner.
- (5) 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.

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

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 November 2, 1995 and ending November 1, 2001 and shall continue automatically thereafter for one (1) year periods unless one (1) 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.

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 Appendix to this Agreement unless specifically provided for herein.
2. (a) A part-time employee is a person who regularly works not more than twenty-eight (28) 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;
 - (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 1st to September 15th;
 - (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. (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.

4. 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).

Each employee covered by this Appendix shall be entitled to Statutory Holiday in accordance with the provisions of the Employment Standards Act of Ontario (RSO 1990).

5. A part-time employee shall be paid at the rate of one and one-half (1½) times his regular hourly rate for all hours of work which he performs in excess of forty-four (44) in one calendar week.

6. In addition to the provisions of Article 2 of this Appendix, part-time employees shall be eligible to work an additional twenty percent (20%) of available full-time hours. This calculation shall be determined by multiplying the total number of full-time employees on the full-time seniority list by forty (40) hours, forty-one (41) hours or forty-two (42) hours as the case may be, and then multiplying the result by twenty percent (20%).

7. 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-eight (28) hours per week or less except as is specifically set out in Article 2(a) 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 12 - HOURS OF WORK

12.03, 12.04(a)

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

APPENDIX "B"

WAGES & CLASSIFICATIONS

B.01 FULL-TIME CLASSIFICATIONS & RATES OF PAY

- (a) Following are the minimum weekly rates of pay for all full-time employees covered by the terms of this Agreement who were hired prior to the ratification of this Agreement:

<u>CLASSIFICATION</u>	<u>NOV. 2/1995</u>	<u>JAN. 1/2000</u>
Mechanic	\$770.00	\$812.00
Driver	768.00	808.00
Shuntman	768.00	808.00
Shipper	766.00	804.00
Receiver	766.00	804.00
Shipping Clerk	766.00	804.00
Receiving Clerk	766.00	804.00
I.C. Clerk	766.00	804.00
Transport Clerk	766.00	804.00
Assembly Clerk	766.00	804.00
Fork Life Operator	764.00	802.00
Maintenance/Bldg & Battery	766.00	800.00
Warehouseperson	762.00	800.00
Janitor/RGR	762.00	800.00

- (b) Following are the minimum hourly rates of pay for all full-time employees covered by the terms of this Agreement hired after the date of ratification of this Agreement:

<u>Classification</u>	<u>Start</u>	<u>6</u>	<u>12</u>	<u>18</u>	<u>24</u>	<u>30</u>	<u>36</u>	<u>42</u>	<u>48</u>	<u>54</u>	<u>60</u>
	<u>Rate</u>	<u>mo.</u>	<u>mo.</u>	<u>mo.</u>	<u>mo.</u>	<u>mo.</u>	<u>mo.</u>	<u>mo.</u>	<u>mo.</u>	<u>mo.</u>	<u>mo.</u>
Mechanic	14.20	14.25	14.50	14.75	15.00	15.05	15.15	15.25	15.35	15.45	16.00
Driver	14.10	14.25	14.50	14.75	15.00	15.05	15.15	15.25	15.35	15.45	15.95
Shuntman	14.10	14.25	14.50	14.75	15.00	15.05	15.15	15.25	15.35	15.45	15.95
Shipper	13.10	13.15	13.30	13.60	13.90	14.00	14.10	14.20	14.30	14.40	15.00
Receiver	13.10	13.15	13.30	13.60	13.90	14.00	14.10	14.20	14.30	14.40	15.00
Shipping Clerk	13.10	13.15	13.30	13.60	13.90	14.00	14.10	14.20	14.30	14.40	15.00
Receiving Clerk	13.10	13.15	13.30	13.60	13.90	14.00	14.10	14.20	14.30	14.40	15.00
I.C. Clerk	13.10	13.15	13.30	13.60	13.90	14.00	14.10	14.20	14.30	14.40	15.00
Transport Clerk	13.10	13.15	13.30	13.60	13.90	14.00	14.10	14.20	14.30	14.40	15.00
Assembly Clerk	13.10	13.15	13.30	13.60	13.90	14.00	14.10	14.20	14.30	14.40	15.00
Fork Lift Operator	13.05	13.10	13.20	13.50	13.70	13.90	14.00	14.10	14.20	14.30	14.90
Maintenance	13.10	13.15	13.30	13.60	13.90	14.00	14.10	14.20	14.30	14.40	15.00
Warehouseperson	13.00	13.05	13.15	13.45	13.65	13.85	13.95	14.05	14.15	14.25	14.85

- (c) Within forty-five (45) days after the ratification of this Agreement those full-time employees who have elected to remain with the business and not to accept the severance package provided for herein shall be provided with a one-time lump sum payment of \$1000.00, less statutory deductions provided for at law.
- (d) On or about January 4, 1999 each active full-time employee on the payroll will be paid a lump sum payment of \$500.00, less statutory deductions provided for at law.
- (e) On or about January 4, 2000 each active full-time employee on the payroll will be paid a lump sum payment of \$500.00, less statutory deductions provided for at law.
- (f) On or about January 4, 2001 each active full-time employee on the payroll will be paid a lump **sum** payment of \$500.00, less statutory deductions provided for at law.

B.02 PART-TIME WAGES

- (a) Part-time employees actively employed by the Employer who were hired prior to the ratification of this Agreement shall earn \$9.10 per hour for the term of this Agreement. Part-time employees actively employed by the Employer who were hired prior to the ratification of this Agreement and who are **paid** more than \$9.10 per hour shall maintain such rate for the term of this Agreement.
- (b) Part-time employees hired after the ratification of this Agreement shall be paid the rate of \$8.00 per hour for the term of this Agreement.

APPENDIX "C"

HEALTH & WELFARE/PENSIONS.

C.01 As used in the Appendix:

- (a) the expression "bargaining unit employee" means a full-time employee who is within one of the bargaining units in Article 1 of this Agreement; and
- (b) the term "part-time employee" shall be as defined in Article 1 hereof; and
- (c) part-time employees are not entitled to any of the benefits hereinafter provided for, unless expressly provided for otherwise.

C.02 SICK LEAVE

- (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.

C.03 GROUP INSURANCE

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

The Employer agrees to maintain the current group insurance, OHIP and Pension benefits for the duration of the Agreement.

This provision shall not apply to employees hired after the date of ratification of this Agreement.

ONTARIO RETAIL EMPLOYEES DENTAL BENEFIT TRUST FUND

- C.04 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.

Notwithstanding the provisions of Article **C.07** as hereinafter provided for, employees who were hired after the ratification of this Agreement shall be eligible for this benefit.

C.05 PENSION PLAN

During the term of this Agreement, the Employer agrees to maintain the current 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, 1996, each full-time employee will be required to contribute one percent (1%) of his gross earnings as defined in his "T4 Statement of Earnings" towards the cost of such pension plan.

This provision shall not apply to full-time employees hired after the date of ratification of this Agreement. Such employees shall be eligible for an RRSP as hereinafter provided for:

Effective January 1, 1997, the Employer will contribute the sum of \$500.00 towards the cost of an RRSP on behalf of those employees who are not eligible for the above-mentioned pension plan subject to the following conditions:

- (1) the employee must have completed a minimum of one (1) year of service as of December 31, in any year;
- (2) the above-mentioned contribution shall be made on or about December 1, 1997 and each December 1 thereafter;
- (3) eligible employees must complete all necessary documentation.

C.06 LONG TERM DISABILITY

The Employer agrees to continue the current long term disability plan. This provision shall not apply to full-time employees hired after the date of ratification of this Agreement.

C.07 FULL-TIME EMPLOYEES HIRED AFTER DATE OF RATIFICATION

It is agreed that full-time employees hired after the ratification of this Agreement shall not be eligible for any of the above-mentioned benefits unless specifically provided for. The following benefits shall be applicable to such employees.

- (a) Life Insurance & Accidental Death & Dismemberment
The Employer agrees to provide active full-time employees until retirement, Life Insurance equivalent to one (1) times an employee's annual earnings.

(b) Accidental Death & Dismemberment

The Employer agrees to provide all active full-time employees with Accidental Death and Dismemberment benefit coverage equal to one (1) times the employee's annual earnings in case of accidental death. Coverage is also provided for other losses such as speech and hearing, use of arms or legs, etc.

(c) Weekly Indemnity & Long Term Disability

The Employer agrees to provide Short Term Disability benefits to all active full-time employees on the following basis:

- first day of accident, or
- first full day of hospitalization, or
- commencing with the fourth day of sickness.

The plan will pay 66 $\frac{2}{3}$ % of the employee's basic earnings to a maximum of \$550 per week for the first two (2) weeks, then Unemployment Insurance will pay fifteen (15) weeks, then the Plan will resume payments for thirty-five (35) weeks.

(d) Long Term Disability (LTD)

The Employer agrees to provide Long Term Disability benefits for active full-time employees after fifty-two (52) weeks if an employee is unable to perform any occupation (reasonably suited by means of training, education or experience): The Plan will provide for sixty percent (60%) of the employee's basic earnings subject to a maximum monthly benefit of \$1,500. Coverage would cease the date an employee attains normal retirement age.

(e) Drug Plan

The Plan provides coverage for active full-time employees for reimbursement of eighty percent (80%) of eligible expenses after an annual deductible of one hundred dollars (\$100.00) single and two hundred dollars (\$200.00) family, The maximum eligible expense for dispensing fees will be five dollars (\$5.00). Eligible prescription drug expenses will be governed by the Employer drug formulary.

C.08 SHARING OF COSTS

Effective January 1, 1998, eligible employees shall contribute a half of one percent ($\frac{1}{2}$ %) of their gross earnings, as indicated on the employee's T-4 Statement of Earnings, towards the costs of the benefits outlined in this Schedule, with the exception of Article C.05.

Effective January 1, 1999 the contribution amount shall increase to one percent (1%) of gross earnings, as indicated on the employee's T-4 Statement of Earnings.

Effective January 1, 2000 the contribution amount shall increase to two percent (2%) of **gross** earnings, as indicated on the employee's T-4 Statement of Earnings.

C.09 CO-ORDINATION OF BENEFITS

Where the spouse and/or family of an active full-time employee are provided with insurance coverage by virtue of such spouse's and/or family's employment, then the co-ordination of benefit coverage will occur. Where such other coverage's are provided, the amount of benefit provided in the employee's health and welfare plan shall be equal to the amount otherwise payable by the Employer less **the** full amount which **would** be provided by virtue of the spouse's employment in the absence of any benefits provided by the Employer.

LETTER OF UNDERSTANDING

BETWEEN

WILLETT FOOD INC.

AND

**RETAIL WHOLESALE CANADA, CANADIAN SERVICE SECTOR
DIVISION OF THE UNITED STEELWORKERS OF AMERICA, LOCAL 414**

EMPLOYMENT OPTIONS

1. The Employer recognizes that certain employees may prefer to sever their employment with Willett Foods Inc. and is prepared to offer a severance package to such employees based on the formula which is hereinafter provided for.
 - (a) Active full-time employees on the payroll as of the date of ratification of this Agreement, shall be paid three (3) week's pay for each completed year of service, based on their regular hourly rate of pay which was in effect immediately prior to the ratification of this Agreement, to a maximum of \$75,000.00. In addition, no full-time employee who elects to terminate his employment shall receive less than \$20,000.00, notwithstanding his years of service. Severance pay which is paid to an employee shall be deemed to include any severance payments required at law or by any other provision of any Collective Agreement, including Article 15 hereof.
 - (b) Full-time employees between the age of 55 and 65 and who have a minimum of thirty (30) years of service, may elect to take early retirement if they are eligible. Such employees shall then be eligible for benefits in accordance with Employer policy until age 65. Employees who elect to take retirement shall also be eligible for the severance package as hereinafter provided.
 - (c) Full-time employees who are within eighty-five (85) weeks of normal retirement age at the time of termination of employment shall be eligible for the above-mentioned severance payment except that such employee shall receive the lesser of that which he would have otherwise earned at his regular hourly rate for regular hours worked, based on his regular hourly rate of pay which was in effect immediately prior to the ratification of this Agreement, had he remained at work until his normal age

or the above-mentioned \$75,000.00.

- (d) Full-time employees who wish to accept the severance payment herein provided for must advise the Employer in writing, within thirty (30) working days of the ratification of this Agreement, of their desire to terminate their employment and accept the severance payment. The offer of severance payment to employees shall not extend beyond such date.
- (e) Full-time employees who are in receipt of LTD benefits at the time of ratification of this Agreement, shall also be eligible for the severance payment as herein provided for. It is understood that should such an employee elect to accept the severance pay he shall thereafter no longer be entitled to any of the rights or benefits of this Agreement. Such employee must advise the Employer in writing, within thirty (30) working days of the ratification of this Agreement, of their desire to terminate their employment and accept the severance payment, The offer of severance payment to employees shall not extend beyond such date.
- (f) Full-time employees who are in receipt of WCB benefits at the time of ratification of this Agreement, shall also be eligible for the severance payment **as** herein provided for, Such employee must advise the Employer in writing, within thirty (30) working days of the ratification of this Agreement, of their desire to terminate their employment and accept the severance payment. The offer of severance payment to employees shall not extend beyond such date. Such employee shall only receive the severance payment upon receipt of a declaration from the WCB that such employee is fit to return to their normal duties.
- (g) Full-time employees who are under the age of sixty-five **(65)** shall be entitled to accept the severance package provided for herein and then be re-hired as full-time employees. Such employees would be considered as "new hires" who were hired after the date of ratification and would therefore be subject to the same wages and benefits provided to any other employees who were hired after the date of ratification, including pension.

With the exception of the above paragraph, full-time employees who elect to accept the severance payment herein provided for shall not be eligible for re-employment with National Grocers Co. Ltd. Or any of **its'** subsidiary companies for a period of three **(3)** continuous years from the date of their termination of employment.

- (h) Once an employee has made his election known to the Employer, such election is irrevocable without the consent of the Employer.
- (i) The timing of the departure of employees **who** have elected to leave shall rest **with** the Employer, however all employees who elect to take severance shall have left the business no later than one hundred and twenty (120) days after the **date** of ratification.

FOR THE COMPANY

FOR THE UNION

R. J. [Signature]

LETTER OF UNDERSTANDING

BETWEEN

WILLETT FOOD INC.

AND

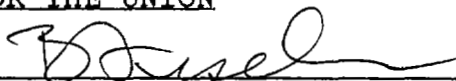
**RETAIL WHOLESALE CANADA, CANADIAN SERVICE SECTOR
DIVISION OF THE UNITED STEELWORKERS OF AMERICA, LOCAL 414**

GUARANTEE OF EMPLOYMENT

Full-time employees in the Kitchener warehouse who were hired Full-Time prior to the ratification of this Agreement shall be guaranteed employment under all the terms and conditions of the Agreement, for the term of the Agreement, **except** in case of fire or other acts of God. For clarity, no full-time employee hired prior to the ratification of this Agreement can be laid off **during** the term of this Agreement.

FOR THE COMPANY

FOR THE UNION

A handwritten signature in black ink, appearing to read "B. J. [unclear]", is written over a horizontal line.

LETTER OF UNDERSTANDING

BETWEEN

WILLETT FOOD INC.

AND

**RETAIL WHOLESALE CANADA, CANADIAN SERVICE SECTOR
DIVISION OF THE UNITED STEELWORKERS OF AMERICA, LOCAL 414**

Re: Group Insurance - Willett Full Time Employees

Pursuant to negotiations, specifically the Memorandum of Settlement page number 15 under Article 21, title Group Insurance - **Effective January 1, 1993** which **reads** as follows:

Policy will be changed to reflect first day of absence "if hospitalized"

Policy will be changed to reflect optical coverage - \$100.00 every twenty-four consecutive months

Life Insurance will be increased to thirty thousand dollars

This letter shall serve as notice that the above named changes to the Willett Group Insurance are now in effect and such changes, although not specifically **set out** in the collective agreement, do form part of the Group Insurance Benefit as set out under Article 21.02 of the new collective agreement.

FOR THE COMPANY

FOR THE UNION

