

Bender  
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SOURCE	Co.		
EFF.	91	04	02
TERM.	93	01	01
No. OF EMPLOYEES	8		
NOMBRE D'EMPLOYÉS	8		

COLLECTIVE AGREEMENT

BETWEEN

GOLDEN MILL BAKERY LIMITED (Hamilton, Ontario)

- and -

THE RETAIL, WHOLESALE BAKERY AND CONFECTIONERY WORKER' UNION  
LOCAL 461 OF THE RETAIL, WHOLESALE AND DEPARTMENT STORE UNION  
AFL:CIO:CLC

SALES AND TRANSPORT EMPLOYEES

Effective: April 2, 1991

Expiry: January 1, 1993

0928701

COLLECTIVE AGREEMENT

BETWEEN :

**GOLDEN MILL BAKERIES LIMITED**, Hamilton, Ontario.  
(hereinafter called "the Company")

- and -

THE RETAIL, WHOLESALE BAKERY AND CONFECTIONERY WORKERS' UNION  
Local 461 of the Retail Wholesale and Department Store Union,  
AFL:CIO:CLC  
(hereinafter called "the Union")

**ARTICLE 1 - PURPOSE**

1.01 The purpose of this agreement is to set forth fair and reasonable guidelines and rules by which the Company, its Employees, and their Union can strive for continuous improvement of: employee relations, working conditions, wages, quality of products & services, and productivity. This agreement shall provide a means by which the Employees and the Company can resolve issues of concern or grievances through open and honest discussion. Having established a harmonious relationship, the Employees and their Union shall work together with the Company to ensure the continuous growth of the business and a positive return to its investors.

**ARTICLE 2 - RECOGNITION**

- 2.01 The Company recognizes the Union as the sole bargaining agent for all employees of the Golden Mill Bakery Inc. in the city of Hamilton employed as route servicemen and transport drivers, save and except foremen, persons above the rank of foreman, office and clerical staff and students employed during the school vacation period.
- 2.02 Employees excluded from the bargaining unit will not do work ordinarily performed by employees in the bargaining unit except for:
- i) instruction or training;
  - ii) investigation, experimentation or development;
  - iii) cases of urgent necessity;
  - iv) where it is necessary to maintain the production of the bakery.

**ARTICLE 3 - RELATIONSHIP**

- 3.01 There will be no discrimination, interference, restraint or coercion exercised or practised by the Company or the Union by any of their representatives with respect to any employee because of his membership or non-membership in the Union.
- 3.02 There will be no solicitation for membership or other union activity on the premises of the Company during an employee's working hours except with the permission of the General Manger or his designate. Requests of an urgent nature will not be unreasonably denied if the granting of such request does not effect the normal operation of the bakery.

**ARTICLE 4 - UNION DUES**

- 4.01 (a) There shall be a check-off of union dues compulsory upon all employees covered by this Agreement at the time it becomes effective. Employees shall have dues deducted upon the completion of thirty (30) days employment. Such deductions shall be authorized by the employee. **The** amount to be deducted shall be such dues as may from time to time be assessed by the Union on its members according to its Constitution.
- (b) It is expressly understood and agreed that the Union will save the Company harmless and indemnify the Company for any claim arising pursuant to any deduction made hereunder. The Union shall notify the Company and employees in writing of any change in the amount of Union dues thirty (30) days prior to the effective date of such change.
- (c) Union dues deducted from employees will be forwarded to the Union not later than the 20th day of each calendar month.

**ARTICLE 5 - MANAGEMENT RIGHTS**

5.01 Except, and to extent specifically modified by this Agreement, all rights and prerogatives of management are retained by the Company and remain exclusively and without limitation within the rights of the Company and its management. There shall be no attempt by either party or an Arbitrator or a Board of Arbitration to read into the provisions of this Agreement a principle or authority where by the process of collective bargaining has in any way usurped the rights of management; Without limiting the generality of the foregoing, the Company's exclusive rights, power and authority shall include but shall not be confined to:

- (a) the right: to plan, direct, control and alter all operations; to designate, establish, revise or discontinue departments, to select and retain employees for positions excluded from the bargaining unit, subject to the express terms of the Collective Bargaining Agreement;
- (b) make, enforce and alter, from time to time, reasonable rules and regulations to be observed by the employees; hire, transfer, promote, demote, classify, assign duties, layoff, retire (at normal retirement age), recall, discharge, suspend or otherwise discipline employees, provided that a claim that an employee who has completed his probationary period has been discharged or disciplined without just cause or has been dealt with contrary to the provisions of this Agreement may be the subject of a grievance and dealt with as hereinafter provided;

- (c) the right; to determine the location and extent of the operations and their commencement, expansion, curtailment or discontinuance; the direction of the working forces, the services to be provided; the description of jobs; the subcontracting of work and of production; the number of shifts; the requirement of medical examinations at the Company's expense by a physician designated or approved by it; the qualification of employees; the use of improved methods; whether there shall be overtime and who shall perform such work; the number of employees needed by the company at any time and how many shall work on any job; the number of hours to be worked; starting and quitting time period and generally, the right to manage the enterprise and its business without interference are solely and exclusively the right of the Company, subject to the express terms of the Collective Bargaining Agreement.

- 5.02 Where the rights, powers and authority itemized above are modified or limited by the terms and provisions of this Agreement, they shall only be modified or limited to the extent specifically provided for therein.

#### ARTICLE 6 - STRIKES AND LOCKOUTS

- 6.01 The parties having entered into this Collective Agreement in mutual good faith, the Company agrees that there will be no lockout of employees and the Union agrees that there will be no strike, illegal picketing, slowdown or other collective activity either complete or partial, which could interfere with or restrict production during the term of this Agreement.
- 6.02 The parties agree that any employee who participates in any illegal strike activity, illegal picketing, slowdown or other collective activity either complete or partial which could interfere with or restrict production may be subject to discipline up to and including discharge.

**ARTICLE 7 - REPRESENTATION**

- 7.01 The Company recognizes the right of the Union to elect or appoint one (1) Steward for the purpose of assisting other employees in the processing or presentation of grievances. The Steward must have completed his probationary period. The Union shall at all times keep the Company notified in writing of the name of the employee who is acting in the capacity of Steward. The Steward shall make up the Union Grievance Committee for the purposes of dealing with any grievance arising under this Agreement.
- 7.02 It is understood that the Steward will have to do the work assigned to him by the Company, and if it is mutually agreed that it is necessary that he investigate a grievance during working hours, he will not leave his work before obtaining the permission of the foreman in charge. When returning to his regular work, he will report himself to the foreman, and if he is requested to do so, will give an explanation as to his absence and its length. If the Steward wishes to enter a department other than one in which he is employed, he shall first report to a foreman in that department prior to speaking with any of the employees. The Steward shall indicate to the foreman the purpose of the discussion he wishes to engage in. If these conditions are met, the Company agrees that they will not lose pay in such circumstances. It is understood that whenever possible, the Steward will take care of grievances outside of their working hours, in order not to impede the production of his department.
- 7.03 The Union will, within fifteen (15) days after the date of signing of this Agreement, notify the Company, in writing, of the name of the Steward. The Union will inform the Company, in writing, within ten (10) days when any change will take place in the Steward. No Steward will be recognized by the Company unless the above procedure is carried out and no Steward shall be appointed or elected unless he has completed the probationary period.

- 7.04 A business agent of the Union, identified to the Company in writing, wishing to discuss matters on Company premises with Company Representatives or with employees will, whenever practical, provide prior notice to the Company. When prior notice is not possible the business agent shall, upon entering the premises, obtain the permission of the appropriate Company Official (General Manager or his designate) prior to entering the production area.
- 7.05 The Company will compensate the Steward at his regular rate of pay for time spent in grievance meetings with the Company or the investigation or processing of grievance of employees. This does not apply to time spent on such matters outside regular working hours.
- 7.06 The Company will compensate the negotiating committee (which shall consist of one employee) at his regular rate of pay for time spent renewing the collective agreement **up** to the point of conciliation. This does not apply to time spent on such matters outside regular working hours.
- 7.07 Should an employee be interviewed for disciplinary purposes, he may request to have a steward present if he chooses. The Company will attempt to accommodate this request whenever possible.
- 7.08 The Steward shall be informed whenever an employee has completed his probationary period.

**ARTICLE 8 - GRIEVANCE PROCEDURE**

- 8.01 (a) The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievance as quickly as possible. Accordingly, where the circumstances giving rise to a grievance occurred or originated more than five (5) working days before the filing of the grievance, it shall not be arbitrable unless there exists a compelling reason to arbitrate.

- (b) If a time limits dispute exists a tribunal consisting of; one bargaining unit employee (from an area unaffected by the grievance), one supervisor and one member of the clerical staff shall be presented the facts concerning the time limits violation by both parties to the dispute. The tribunal shall make a recommendation to the General Manager or his designate and the Union Executive on the merits of the dispute. The recommendations are not binding on either party.
- 8.02 It is generally understood that an employee has no complaint or grievance until he, either directly or through the Steward, has first given his immediate supervisor an opportunity to adjust the complaint.
- 8.03 If the reply of the supervisor is not satisfactory to the employee concerned, the complaint must be stated in writing within three (3) working days following the reply of the supervisor, to **the** General Sales Manager.
- 8.04 If the reply of the General Manager is not satisfactory to the employee concerned, the grievance shall be submitted, within three (3) working days following the reply of the General Sales Manager to the General Manager or his designate.
- 8.05 Within five (5) working days following receipt of a written grievance the General Manager and/or such other persons as may be designated by the Company, will meet with the Union Committee to discuss the grievance. The General Manager, or his designate will give his reply in writing within (5) working days after the meeting has been held. At **this** stage, a full-time officer of the Union may be present, if his presence is requested by either party.
- 8.06 If the reply of the General Manager is **not** satisfactory, the dispute will be heard by the tribunal outlined in Article 8.01 (b). The tribunal will make a recommendation to both parties on a possible resolution. The recommendation **is** not binding.
- 8.07 If the issue is not resolved in a satisfactory manner, either party may, within ten (10) working days following the date of the General Manager's final reply, refer the grievance to arbitration.



8.08 Any of the time allowances provided for in the Article may be extended by mutual agreement.

**ARTICLE 9 - ARBITRATION**

- 9.01 (a) Where a difference arises between the parties relating to the interpretation, application or administration of the Agreement including any question as to whether a matter is or where an allegation is made that this Agreement has been violated, either of the parties after properly exhausting all steps of the Grievance Procedure set forth in Article 8 may notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the first party's suggestions for an impartial Arbitrator, together with a statement of the grievance. The recipient of the notice shall within (5) working days inform the other party of the names of its suggestions. If the recipient of the notice fails to suggest an Arbitrator within the time limits or if the parties are unable to agree on an Arbitrator the appointment may be made by the Office of Arbitration for the Province of Ontario upon the request of either party. The Arbitrator will hear and determine the difference or the allegation and shall issue a decision and the decision is final and binding upon the parties and upon the Company and any employee affected by it.
- (b) If both parties are in agreement, the dispute may be heard by a Board of Arbitration instead of a single arbitrator.
- 9.02 The Arbitrator shall not be authorized to make any decision which is contrary to, or inconsistent with, the provisions of this Agreement or any other applicable legislation. The decision of the Arbitrator shall be binding on both parties.
- 9.03 The compensation and expenses of the Arbitrator shall in all cases be borne equally by the Company and the Union.

**ARTICLE 10 - DISCHARGE CASES**

- 10.01 A claim by an employee who has completed the probationary period that he has been unjustly discharged from his employment shall be treated as a grievance, if a written statement of such grievance is lodged with the General Manager or his designate within three (3) days after the employee ceases to work for the Company.
- 10.02 When an employee has been dismissed without notice, the Company will notify the Steward as soon as he can reasonably be notified.

**ARTICLE 11 - POLICY GRIEVANCES AND COMPANY GRIEVANCES**

- 11.01 A Union Policy grievance, or a company grievance may be submitted to the Company or the Union, as the case may be, within twenty (20) working days of the circumstances giving rise to the grievance. A meeting between the Company and the Union shall be held within five (5) working days of the presentation of the written grievance. If the matter is not disposed of at such meeting, the grievance may be submitted to arbitration within ten (10) days of the date of the written reply following the meeting and Article 9 (Arbitration) shall apply. Time limits may be extended by mutual agreement in writing as provided in Article 8. It is expressly understood that the provisions of this paragraph may not be used by the Union to institute a grievance directly affecting an employee or employees which such employee or employees could themselves institute and the provisions of Article 8.03 hereof shall not thereby be bypassed.
- 11.02 Union Policy grievances and Company grievances will be subject to the provisions of Article 8.06.
- 11.03 Grievances relating to discharge may be settled by confirming the company's action, or by reinstating the employee with full pay for time lost, or by any other arrangement which is just an equitable.
- 11.04 The Company shall have the right to discipline up to and including discharge of any employees for just cause and upon any of the following, or similar grounds, without notice:
- (a) Theft or dishonesty
  - (b) Drinking alcoholic beverages while on duty, or being under the influence of such alcoholic beverages or drugs (non-medical use) while on duty:

- (c) Direct refusal to obey orders given by proper person unless such orders jeopardize life, health or safety of the employee, or **are** illegal.

#### ARTICLE 12 - SENIORITY

- 12.01 An employee will be considered as a probationary employee for the first sixty (60) continuous working **days** of active employment and will have no seniority rights during that period. If, at the completion of **this** period, the Company feels further evaluation **is** warranted, the General Manager or his designate shall inform the employee and the Steward that the probationary period is being extended by twenty (20) continuous working days. The termination of an employee during this probationary period shall not be made the subject of a grievance under the Grievance Procedure. Such termination shall be made at the sole discretion of the Company. After completion of his probationary period, the employee's seniority shall date from his most recent date of hire.
- 12.02 Seniority lists based upon the date on which regular employees commenced to work for the company **shall be** established for each department and posted once every **six** months.
- 12.03 An employee's seniority will be lost and the employee shall be deemed terminated if he:
- (a) quits the employ of the Company for any reason:
  - (b) is discharged and is not reinstated through the Grievance Procedure or Arbitration:
  - (c) is laid off for a continuous period exceeding the length of his seniority at the time of layoff or a period exceeding twelve (12) months, whichever comes first:
  - (d) fails to return to work within ten (10) working days of being notified of recall. **An** employee shall be deemed to be notified of recall on the second (2nd) day following **the** posting of a registered letter to that effect addressed to the employee's most recent address on the Company's files;

NOTE: It shall be the responsibility of the employee to keep the Company informed of his current address and telephone number.

- (e) fails to return to work on the first scheduled day following the expiration of an authorized leave of absence, unless he has a bona fide reason, or utilizes a leave of absence for purposes other than those for which the leave of absence was granted:
  - (f) is absent for three (3) consecutive working days without notifying the Company or is absent for this period without a bona fide reason satisfactory to the Company.
  - (g) is continuously absent due to non-compensable illness or injury in excess of one (1) year, this period may be extended if a reasonable return to work date can be established.
- or
- (h) retires or is retired.

12.04 In case of promotion or demotion of employees, the reliability, skill, ability and physical fitness of the employee to perform the work as determined by the Company shall be the governing factors, where these are relatively equal and co-workers do not raise any serious objections based on deficiencies, the senior employee shall be given preference.

12.05 Where it is necessary generally to reduce the working force of the employees, seniority will be a factor so long as it does not prevent the Company from maintaining a working force of employees who are qualified without training and willing to do the work which is available. The Company retains the right to designate the job to which an employee will move when there are layoffs. The senior person in the classification will remain in the classification as long as the classification is being operated.

12.06 **An** employee who displaces another employee to avoid a layoff shall assume the wage rate for the position **into** which he displaces.

- 12.07 Employees who are laid off will be retained on the Company's seniority list for a period of twelve (12) months, but unless they signify their willingness to return to work within two (2) days after being requested to do so, and report to work within ten (10) days thereafter, they will forfeit their claim to re-employment by the Company.
- 12.08 **An** employee promoted to a supervisory position may be returned to the bargaining unit by the Company with full accumulated seniority and may exercise the same rights as though he had remained in the bargaining unit.

### ARTICLE 13 - HOURS OF WORK

- 13.01 The regular work week shall be composed of forty-four (44) hours, but such reference is intended only to provide a basis for calculating time worked and shall not be guarantee of hours of work per day nor of the days of work per week.
- 13.02 The hours worked by employees in excess of forty-four (44) in a work week shall be paid a premium rate of one and one-half (1/2) the regular hourly rate.
- 13.03 Employees scheduled to a sixth day of work (fifth day in the week of a statutory holiday or fourth day in the week of two statutory holidays) shall be paid at premium rates.
- 13.04 The Union and the employees recognize that the nature of the business may require overtime work to be performed and accordingly, employees will be required to work overtime when requested. The Company will attempt to give employees required to work overtime as much notice as possible.
- 13.05 **An** employee reporting for work at the commencement of his shift, unless notified in advance not to do so, or unless he is returning to work without notice after an absence, shall receive three (3) hours' work or three (3) hours' pay at his regular hourly rate. This provision shall not apply when there is a lack of work due to a situation beyond the control of the Company. An employee who reports shall take such work as is available in order to qualify for three (3) hours pay.

- 13.06 When an employee is called back to work after the conclusion of his regular shift-and after he has left the Company premises, he shall receive a minimum of three (3) hours work or three (3) hours pay at his regular straight time rate. This provision shall not apply when an employee is called to work immediately prior to the start of his scheduled shift.
- 13.07 There shall be no pyramiding or duplication of overtime or premium pay rates under this Agreement and any hours paid for at premium or overtime rates shall not be counted for the purpose of determining any other payment.
- 13.08 The Company reserves the right to institute continuous seven (7) day operations during the life of this Agreement. Prior to the introduction of a continuous operation, the Company and the Union shall meet to discuss the same.

#### **ARTICLE 14 - PAID HOLIDAYS**

- 14.01 Employees with three or more months of continuous service will be eligible for the following paid holidays:
- |               |                  |
|---------------|------------------|
| NEW YEARS DAY | LABOUR DAY       |
| GOOD FRIDAY   | THANKSGIVING DAY |
| VICTORIA DAY  | CHRISTMAS DAY    |
| CANADA DAY    | BOXING DAY       |
- 14.02 Employees must work regular day preceding and following the holiday to qualify for the paid holiday, except where absence was due to verified personal illness or with the prior approval of management. If he is absent for more than twelve days in the four weeks immediately preceding the holiday, he will not be eligible to receive the paid holiday.
- 14.03 If an employee is required to work on a statutory holiday, he will be paid a premium rate of time and one-half his regular rate for all hours worked. In addition he will receive a holiday allowance equivalent to his normal (straight time) pay for that day.

**ARTICLE 15 - PAID VACATIONS**

- 15.01 **An** employee in the active employ of the Company shall be entitled to an annual paid vacation on the following basis:
- |                  |   |         |
|------------------|---|---------|
| 1 year or more   | - | 2 weeks |
| 5 years or more  | - | 3 weeks |
| 10 years or more | - | 4 weeks |
| 17 years or more | - | 5 weeks |
| 25 years or more | - | 6 weeks |
- 15.02 For purposes of determining increased vacation entitlement, the appropriate date shall be January 1<sup>st</sup> of each year.
- 15.03 Vacation pay will be based on the previous years earnings (T.4). An employee will receive 2% of his previous years earnings per week of vacation entitlement. Employees with less than one year of service shall receive vacation pay based on the Employment Standards Act.
- 15.04 **An** employee who leaves the service of the Company shall be given the vacation pay to which he was entitled at the time he left the service of the Company.
- 15.05 Vacation time is not cumulative and must be taken by the conclusion of the vacation year.
- 15.06 It is recognized that the final decision concerning vacation scheduling rests with the Employer. The Employer agrees to attempt to accommodate vacation requests by seniority having regard to production requirements.

**ARTICLE 16 - TRANSFERS**

- 16.01 **An** employee who is temporarily transferred from a higher to a lower rated job for the convenience of the Company in order to meet production requirements, will receive his regular rate of pay during the period of **such** temporary transfer.
- 16.02 **An** employee who is temporarily transferred to a higher rated job for any reason shall receive the rate of the higher job during the period of such temporary transfer.

**ARTICLE 17 - JOB POSTING**

- 17.01 Job vacancies will be posted on the plant bulletin boards for three (3) consecutive working days. During that period, employees may make applications to the General Sales Manger for the posted job.
- 17.02 Applicants for a posted job will be considered with respect to skill, ability and general aptitude to do the job in a competent manner. The General Manager will review applicants for postings with the co-workers who will work with the successful applicant to aid in making the final selection. Where the factors listed above are relatively equal amongst employees and the co-workers do not raise any serious objections based on deficiencies, then seniority will apply. If none of those applying has the necessary qualifications required by the company, then the company may fill the job from any other source.
- 17.03 A successful applicant for a posted job shall not be permitted to apply again until **six** (6) months have elapsed.
- 17.04 When a permanent shift vacancy occurs it will be posted within one (1) week of the vacancy and it will be filled within a further two (2) weeks after the posting procedure is completed, Maintenance vacancies will be excluded from this provision.

**ARTICLE 18 - BULLETIN BOARDS**

- 18.01 The Company will provide a bulletin board in the lunchroom for the convenience of the union in posting notices of union activity. All such notices must be signed by the proper officer of the local union, and be submitted to the Plant Manager or his authorized representative for approval before being posted.

**ARTICLE 19 - WAGES**

- 19.01 The following wage rates will be paid to the Utilityman and the Transport Driver/Utilityman

	April 2/91	Jan 1/92
Utilityman	\$570	\$595
Transport/Utility	\$595	\$620



**ARTICLE 20 - LEAVES OF ABSENCE**

- 20.01 Employees will be allowed time off from work, up to a maximum of three days, to arrange and attend the funeral of a member of his immediate family. If any such days fall on a scheduled working day, he will be paid his regular rate. Immediate family means: current spouse, son, daughter, mother, father, sister, brother, and grandparents. A maximum of two days will be allowed under similar conditions in the event of the death of an employee's mother-in-law, father-in-law or grandchild. Should the funeral of an immediate family member occur overseas, one day off from work will be allowed, unless the employee travels to attend the funeral, in which case the three day maximum will apply.
- 20.02 When an employee receives a subpoena to appear in court for jury duty or **as** a crown witness he will be compensated for regular hours missed at his regular **rate** of pay upon providing proof of his attendance.
- 20.03 Employees with more than one (1) year of service who are selected to attend union conventions or seminars, will be given leave of absence without pay or loss of seniority, provided the Company is notified at least thirty (30) days in advance of the date the leave is to commence. Not more than one (1) employee will be granted such leave at a time.
- 20.04 **An** employee with more than one (1) year of service who is selected to work on a full-time basis for the union, will be given leave of absence without loss of accumulation of seniority for a period not to exceed one (1) year. **The** request for such leave must be made one (1) month in advance of the date it is to commence. During such leave the employee shall receive no payment of wages **or** other benefits.

**ARTICLE 21 - TERMINATION AND MODIFICATION**

- 21.01 This Agreement shall continue in effect from the date of ratification to and including the 1st day of January, 1993, and unless either party gives notice in writing to the other party that amendments are required, or that the party intends terminating the Agreement, it shall continue in effect until the 1st of January, 1994 and so on from year to year thereafter.

21.02 Notice that amendments are required, or that either party intends to terminate the Agreement may only be given during a period of not more than ninety (90) and not less than thirty (30) days prior to January 1, 1993, or any succeeding anniversary date.

DULY SIGNED BY THE PARTIES HERETO AT HAMILTON, ONTARIO  
THIS 2ND DAY OF APRIL 1991.

FOR THE COMPANY

*J. Woodruff*  
*J. Woodruff*  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION

*Woodruff*  
*Michael E. O'Connor*  
*A. Kemp*  
*A. Scott*

APPENDIX 1

1. The following articles of the Collective Agreement will not apply to the distributors:

Article 12 - Seniority

Article 13 - Hours of Work

Article 14 - Paid Holidays

Article 15 - Paid Vacations

Article 16 - Transfers

Article 17 - Job Postings

Article 19 - Wages

Article 20 - Leaves of Absence

2. The commission structure for the distributors will be as follows:

Shelf Service - 20%

Drop Service (on accounts greater than \$50) - 8%

Drop Service (on accounts less than \$50) - 10%

3. New Distributors will receive a six (6) month guarantee of \$1000 per week. During this six (6) month period the Company will accept 2% of stale returns.
4. Those sales employees who have successfully completed their probationary period **as** of April 1, 1991 shall retain the right to bump a junior employee working as a Utilityman or Transport Driver provided they have the skills and qualifications to perform the work. This right is limited to the present group and will not be extended to new hires or probationary employees.
5. Distributors will be permitted to bid on vacant territories based on seniority. However, they must be prepared to meet the criteria established for the territory by the Company and they must relinquish all rights to their current territory as per the franchise agreement.

6. The Company agrees to make available the Utilityman for the purposes of covering Bereavement and Jury Duty. The Distributor will reimburse the Company for the cost of the Utilityman.
7. The Company will make available the benefits package of the Production bargaining unit at cost to the Distributors.
8. The Company agrees to establish working committees with the distributors to discuss relevant business issues.
9. This agreement shall only prevail over the individual Commercial Agreements where expressly stated. The Union recognizes that the Commercial Agreements remain in effect and are not rendered invalid or unenforceable because of the existence of this Agreement.