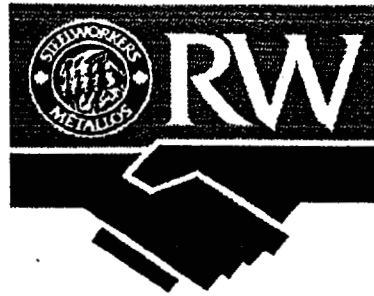


SOURCE	<i>Union</i>		
EFF.	<i>96</i>	<i>08</i>	<i>28</i>
TERM.	<i>98</i>	<i>11</i>	<i>10</i>
No. OF EMPLOYEES	<i>18</i>		
NOMBRE D'EMPLOYÉS	<i>18</i>		



COLLECTIVE AGREEMENT

BETWEEN

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

AND

**CAN CAN FOOD & VENDING
SERVICES LIMITED (ONTARIO)
(FOOD AND VENDING)
TORONTO, ONTARIO**

EXPIRY DATE : NOVEMBER 10, 1998

OCT 22 1996

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COLLECTIVE AGREEMENT

BETWEEN:

**CAN CAN FOOD & VENDING SERVICES LIMITED (ONTARIO)
(FOOD AND VENDING)**

hereinafter called the "Company"

OF THE FIRST PART

AND

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

hereinafter called the "Union"

OF THE SECOND PART

WHEREAS, the Union has established to the satisfaction of the Company that it is entitled to represent the employees in the hereinafter described or specified unit as the collective bargaining unit;

ARTICLE 1 - PURPOSE

- A, The general purpose of this Agreement is to establish mutually satisfactory relations between the Company and its employees at the described unit, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions and wages for all employees who are subject to the provisions of this Agreement.

ARTICLE 2 - SCOPE

- A, This Agreement shall apply to all employees of the Company in the Toronto Area (including St. Catharines; Brantford; Hamilton District and Oakville, other than Ford operations; and Peterborough) and any operations or branch working out of or under the direct control of the present branches save and except the following categories: Manager, Assistant Manager, on all shifts and those above these ranks, office staff and those employed in the executive and confidential capacity or who have authority to exercise discipline over employees on behalf of the Company.
- B. The Company will, if requested, supply the Union with a list of the employees acting in a supervisory capacity and will indicate by appropriate job titles, the nature and extent of their authority.
- C. The Union will, when requested, supply the Company with the names and positions of its duly elected Officers and Representatives appointed or selected to perform any act in connection with this Agreement.

ARTICLE 3 - RECOGNITION

- A. The Company acknowledges the Union as the sole and exclusive collective bargaining agent for the Union and recognizes the Union as such for all employees in the said Unit.
- B. The Company agrees that it will not cause or direct any lockouts of its employees and the Union agrees that there will be no strikes, slow-downs, sit-down or other collective or individual action that will stop, curtail, or interfere with

work or production, either complete or partial.

ARTICLE 4 - MEMBERSHIP IN THE UNION

- A. The Company agrees that with reference to such of its employees who are covered by this Agreement, it will retain in its employ only members in good standing of the Union or those who become members in good standing of the Union within thirty (30) calendar days of employment. The Union agrees that it will not unreasonably deny application for admission to the Union. The Company agrees to notify the Union at least once a month; the name, date hired, classification and employment locale of all new employees. Termination of employees will be reported on the same list. The Union agrees to notify the company in writing of the name of any employee who is not in good standing in the Union.
- B. The company agrees that a check-off of all initiation fees, monthly dues and assessments for all employees covered by this Agreement, shall be made on the last pay of each month and such dues along with a list of the employees so deducted shall be submitted to the National Office of the Union.

ARTICLE 5 - NO DISCRIMINATION

- A. The Company agrees that there shall be no discrimination, interference, restraint or coercion exercised or practiced by the Company, or by any of its representatives, with respect to any employee because of membership in, or connection with the Union.
- B. Work normally assigned to employees in the bargaining unit shall not be performed by supervisory personnel, except when necessary to afford instruction to employees, or to maintain service for temporary periods when qualified non-supervisory employees are not available and a conscientious effort has been made to locate them.

ARTICLE 6 - NO COERCION

The Union agrees that there will be no intimidation, interference, restraint or coercion exercised or practiced upon employees of the Company or by any of its members or representatives.

ARTICLE 7 - RESERVATION OF MANAGEMENT RIGHTS

The Union acknowledges that it is the exclusive function of the Company to:

- A. Maintain order, discipline and efficiency,
- B. Hire, discharge, transfer, classify, promote, demote or discipline employees provided that any claim of discriminatory classification, promotion, demotion or transfer, or claim that any employee has been discharged or disciplined without reasonable cause may be subject of a grievance and dealt with as hereinafter provided.
- C. Generally to operate and manage its business in all respects in accordance with its obligations and in pursuance of its policies and to make from time to time, rules and regulations to be observed by the employees. such rules shall be reasonable and be discussed with the Committee prior to becoming effective; such rules shall be in writing.
- D. Transfer of an employee from his present branch to another branch of the Company will be on a voluntary basis.

ARTICLE 8 - UNION COMMITTEES

A. GRIEVANCE COMMITTEE

- (1) The Company acknowledges the right of the Union to appoint or otherwise select a grievance committee of not more than two (2) persons. The grievance committee shall comprise of the Chairperson nominated for Toronto Vending group plus the applicable committee person as nominated from the negotiations committee.
- (2) The Union acknowledges that members of the committee and the Union officers have their regular duties to perform on behalf of the Company, and that such persons will not leave their regular duties without obtaining the permission of the Manager or Assistant Manager, which shall not be unreasonably withheld, and when resuming their regular duties they will report to the Manager or Assistant Manager and will give a reasonable explanation which may be requested with respect to their absence. There shall be no reduction from the Committee Members' pay for approved Union activity.
- (3) It is clearly understood that Union officers will not absent themselves from their regular duties unreasonably in order to deal with the grievances of employees, or with other Union business.

B. NEGOTIATING COMMITTEE

The Company agrees to a contract negotiating committee of maximum of four (4) members, with two (2) from Toronto Vending, one (1) from Hamilton Vending and one (1) Attendant. The Chairperson shall be one of the four (4) persons so nominated.

In nominating the negotiating committee, the one Union Steward so nominated from both the Toronto and Hamilton Vending areas may also nominate one alternate Steward each. Such alternates may replace the primary nominees should said primary nominee be unavailable.

C. PAY FOR COMMITTEE MEETINGS

Straight time rates of pay shall be paid committee members for the time spent at all official meetings between Management and the Union with the exception of meetings held the Arbitration Procedure. When the Committee requests a formal meeting with Company Management for any reason, an Agenda shall be presented to Management 48 hours prior to the meeting. The Committee will be allowed to meet for one hour at the end of the day shift two days prior to the day of the meeting. Pay for this hour will be at basic rate of pay (no overtime or shift premium). Committee members who are not on an eight hour shift shall be paid overtime (time and one half) for all time spent in Company - Union meetings prior to starting or after completion of their normal shift.

ARTICLE 9 - GRIEVANCE PROCEDURE

- A. To provide for the expeditious and mutually satisfactory settlement of grievances with respect to wages, hours of work and other conditions of employment, the procedure hereinafter set forth shall be followed. Nothing contained in this Agreement shall deprive any individual employee of the right to discuss with any supervisor or executive of the Company matters in his own interest. However, after the Union has referred a grievance to the Company for adjustment, the Company will not initiate discussion of the matter with the employee involved, nor adjust the grievance pending settlement with the union. Except in cases of dismissal, any grievance which is not processed to Step 2 of the grievance procedure (that is submitted in writing to the Company) within thirty (30) working days following the event giving rise to such grievance shall be forfeited and waived by the aggrieved party. A policy grievance may be filed by the Company or the Union concerning the interpretation, application or the administration of the contract which will be dealt with as a grievance commencing at Step 2 of the Grievance Procedure.

- B. The Committee has the right to fully and privately investigate any legitimate complaint, grievance or alleged violation of the Contract. Employees have the right to have complaints or grievances handled by a Committee member with the option to be present in Step 1, 2 and 3, if **they** want to. Representation by a member of the Committee is to be made available without delay upon request by the employee.
- C. When an employee or group of employees wish to have a grievance presented for settlement by the Union, such grievance shall be presented as outlined below and settlement effected at one of the steps indicated.
- D. Time limits in this clause for Step 2 and 3 of the Grievance Procedure and will be extended at the request of either party.
- E. An employee being reprimanded shall be entitled to proper Union representation.

STEP 1

Complaints which can be settled informally between the employee or employees involved, his Union Steward and **his** immediate Supervisor or between the Union Steward on behalf of the employee or employees involved and **his** immediate Supervisor. If it is necessary for Management to investigate the complaint they will have the right to interview the employee or employees involved in company with the Union Steward.

STEP 2

Failing settlement in Step 1, a written grievance may be presented to the District or Branch Manager and processed in a meeting within five (5) working days after presentation. In attendance at this meeting will be the Union Steward who processed the grievance, the Grievor (at his option) and the District or Branch Manager. An official local representative of the Union **and** the Director of Industrial Relations **may** attend. Grievance **dealt** with in Step 2 shall be answered in writing within two **(2)** working days to the Union Steward and the Local Union Representative. In the event the grievance is a company grievance the reply in writing will be given to the Director of Industrial Relations.

STEP 3

Failing settlement in Step 2 a meeting will be **held as soon as possible** between the Grievance Committee, the Grievor (at his/her option), an official of the Union local and the Company Industrial Relations Manager and/or his/her delegate. **A written answer will be given to the parties** within ten (10) working days after the meeting.

ARTICLE 10 - ARBITRATION

- A. When either party requests that a grievance be submitted to arbitration, they shall make such request in writing, addressed to the other party to this agreement, and at the same time, provide the names of three single arbitrators. Within five (5) days thereafter, the other party shall either accept one of the arbitrators submitted or provide the names of three alternative arbitrators. If they are unable to agree on a single arbitrator from the names submitted, within a further five (5) days, they may then request the Ontario Ministry of Labour to assist them in selecting an impartial single arbitrator.
- B. No person may be appointed as Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- C. Each of the parties hereto will jointly bear the expense of the arbitrator.
- D. No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.
- E. The arbitrator shall not be authorized to make **any** decision inconsistent with the provision of this Agreement, nor to modify or amend any part of this Agreement.
- F. The arbitration proceedings will be expedited by the parties hereto and the decision of the arbitrator will be final and binding upon the parties hereto.
- G. The party requesting arbitration must notify the other party, in writing, of its intention to arbitrate within sixty (60) calendar days of the answer in Step 3 of the grievance procedure.

ARTICLE 11 - DISCIPLINARY AND DISCHARGE CASES

- A. A claim by an employee who has completed their probationary period, that he **has** been unjustly discharged from his or **her** employment shall be treated as a grievance at Step 3 if a written statement of such grievance is lodged with the local manager within three (3) working days after the employee ceases to work for the Company.
- B. Such grievances may be settled by confirming the management's action in dismissing the permanent employee, or by reinstating the employee with full compensation for lost time, or by any other arrangement which is just and equitable in the opinion

of the conferring parties.

- C. When an employee is dismissed without notice, he will have the right to interview a member of the Committee for a reasonable time before leaving the premises.
- D. Except in cases of dishonesty, drunkenness, or insubordination, being impaired; possession, use, sale or distribution of illegal drugs, when disciplinary action is taken, an employee shall receive three (3) letters of warning prior to discharge. The first letter to be a warning letter, the second letter to involve some disciplinary action and the third letter to be a notice of discharge. In the event an employee's service is satisfactory for six (6) months following receipt of letter number 1 or eight (8) months following receipt of letter number 2, the warning letters will be removed from the record and will not be used in any further discipline or any arbitration proceedings. When a letter is removed from the file it will be returned to the employee. These letters shall be for a continuing offence and subject to the Grievance procedure.

ARTICLE 12 - COMPANY - UNION MEETINGS

- A. It is understood that the Company may bring forward at any meeting held with the Grievance Committee any complaint or grievance with respect to the conduct of the officers, committeemen or with respect to the conduct of the employees generally and that if such complaint or grievance is not settled to the mutual satisfaction of the conferring parties, it may be referred to arbitration in the same way as the grievance of any employee.
- B. During the first three (3) months of the term of this Agreement, meetings of the Grievance Committee with management shall be held whenever the above committee submits an agenda of the business to be transacted, and gives forty-eight (48) hours notice of the meeting.
 - (1) After the first three (3) months, meetings will be held regularly at scheduled times, provided of course, that the parties may mutually agree to hold a special meeting at any time. Minutes of such meetings will be kept by the Company and copies furnished to the Union Grievance Committee and Local Office.
- C. Official Union Representatives may attend any of the above meetings if requested by the Committee or the Company.

ARTICLE 13 - UNION ACTIVITIES ON COMPANY PREMISES

The Company agrees that in addition to the provisions outlined in **Article, 9, Step 2 and 3, and Article 10, Arbitration Procedure**, the Business Agent for this Agreement may visit any branch office covered by this Agreement, when necessary, to carry out **official** Union business. The Business Agent will notify the District (Branch) Manager, or the General Manager or the **Director** of Industrial Relations, stating the purpose of **his** visit before entering the Company premises. The business agent for the unit may attend meetings between the management and the committee.

ARTICLE 14 - PROBATIONARY EMPLOYEES

- A. A regular employee will be considered on probation and will not be placed on a seniority list until he or she has been employed for sixty (60) days worked for the Company. Casual employees (those laid off from time to time excepting general lay-offs) will be considered on probation until they have completed sixty (**60**) days worked in any twelve (12) consecutive months. A casual employee cannot complete more than one sixty (60) day worked probationary period in any one year. In special cases, the probationary period may be extended by a further thirty (30) calendar **days** by mutual agreement between the company and the Union.
- B. The discipline or discharge of a probationary employee is not subject to the Grievance Procedure or arbitration.

ARTICLE 15 - SENIORITY

- A. Seniority lists, based upon the date on which employees commence to **work** for the Company shall be established in accordance with Article 14, Section (a). All employees covered by this Agreement will be included in such lists. **Effective November 9, 1979, new** employees commencing work on the **same** day will be listed on the seniority list in alphabetical order.
- (1) In cases of promotion, demotion, up-grading, lay-offs and recalls or transfer of employees, the skill, ability and efficiency of the employee to perform the **work** shall be the governing factors, and where these are equal, seniority will be the governing factor.
 - (2) In the event an employee is temporarily transferred to a job other than that to which he is permanently **assigned**,

he shall receive his own rate or the rate for the job to which to which he is temporarily assigned whichever is the greater.

- (3) It is agreed by the Company to assign a new Vending employee to the night shift on completion of six (6) months continuous service providing the employee on night shift so desires. The Company agrees that this will be a condition of employment.

B. Seniority shall be considered broken and employment with the Company terminated if an employee:

- (1) Is duly discharged by the Company.
- (2) Voluntarily quits or resigns.
- (3) Has been laid off continuously for a period of more than 24 months excluding recall of one week or less or if he is called back to work by registered mail or telegram after a lay off and does not return to employment within one week of the receipt of such notice. The period for return to work will be extended to ten (10) calendar days if the employee is employed elsewhere,
- (4) Is absent from work in excess of three (3) scheduled working days without written leave of absence unless a reason satisfactory to management is given by the employee. Provable sickness shall be considered satisfactory reason.
- (5) Fails to return to work on the completion of an authorized leave of absence unless a reason satisfactory to management is given by the employee. Provable sickness shall be considered satisfactory reason.

C. In case of lay off, members of the Grievance Committee during their term of office, the Negotiating Committee during the term of Contract negotiations and the Union Stewards will be retained at work in their branch during their term of office as long as the Company has work available which they are qualified to perform and will be paid in accordance with the classification in which they work.

D. An employee being laid off must bump on any job with less seniority if he has the ability to perform the job. In this respect, exercising bumping rights will be confined initially on the basis of branch locations, i.e. Toronto, St. Catharines, Brantford, Hamilton, Peterborough, and after that according to the main seniority list. Seniority will be for a continuous period of 24 months. An employee being laid off in any branch will not have to bump into another branch.

- D. In case of lay **off** due to a strike in an account, vending employees will be assigned to the closing down of machines before being laid off. This will not apply where an account is **lost** and machines are removed.
- F. No bargaining unit employee **who** has acquired seniority will be laid **off** work **by** reason of the Company contracting out any work which is usually performed by such employees.
- G. The Company agrees that it will not lay off employees in one branch and then recall these employees to another branch.
- H. Any employee who is promoted **from** the Bargaining Unit to a position outside the Bargaining Unit shall retain and accumulate his Bargaining Unit Seniority for a period of one (1) year from the date of his promotion.

Employees promoted from the Bargaining Unit prior to February 1, 1984 shall retain and accumulate Bargaining Unit Seniority.

- I. Maintenance **and** Utility employees who bump into Service **jobs** in accordance with Article 15 (a) (1), and who have not held a Service job within the previous five (5) years, shall be permitted **up** to two (2) weeks to re-familiarize themselves with service **job** requirements.
- J. **Loss** of seniority will occur when the employee retires.

ARTICLE 16 - MILITARY SERVICE (ALL BRANCHES OF ALLIED ARMED FORCES)

Any employee covered by the provisions of this Agreement who enters wartime service in any of the Allied Armed **Forces** shall accumulate seniority and upon completion of services be reinstated to **his** former or similar position at the then prevailing wage rate. This provision shall not apply, however, **if said** employee does not make application for re-employment within ninety **(90)** days after his release from the **armed** forces.

ARTICLE 17 - LEAVE OF ABSENCE

- A. Employees desiring leave of absence must request leave in writing **and** the Company may grant in writing, leave of absence to any employee for legitimate personal reasons, and any person who is absent with written permission during the period of such leave shall not be considered to be laid-off, and seniority shall continue to accumulate during the absence, provided that if the employee on such leave of absence is gainfully employed while on such leave (except three **(3)**

months or more leave granted by the Company for employment with *the* Union) his employment shall be terminated by the Company. If an employee so desires he may submit a leave of absence confidentially in writing to the Manager of Customer Services, the General or District Manager or in their absence the Director of Industrial Relations. The Company will give an answer to the request within five (5) working days with an explanation. Leave of absence will not be unreasonably withheld. No leave of absence for legitimate personal reasons shall extend beyond six (6) months. An employee on an approved leave of absence in excess of six (6) months shall lose his seniority and shall be deemed to have terminated.

- B. The Company agrees to grant leave of absence without pay to any employees who are absent due to sickness, accident or pregnancy. In cases of this type a written leave of absence is not necessary.
- C. In the case of an employee who is suffering from a chronic illness or the result of an accident, the company agrees to grant up to two (2) years Leave of Absence without pay. This leave of absence will be extended for the period of time that an employee is in receipt of long term disability benefits. The employee will be required to submit a medical report if and when requested by the Company. It is agreed by the Company and the Union that if it is considered necessary an employee will be required to submit to examination by a physician other than the employee's own doctor or the Company or Insurance Company doctors. This doctor must be chosen mutually by the employee's and the Company's doctors. Failing this, the Company and the Union will select the third doctor. The Company will continue to cover the employee on all Welfare Benefits that are enjoyed at the time the Sick Leave of Absence begins, for the duration of this leave, provided the employee pays his required premium contributions, in advance, every month.
- D. Union officials, to a maximum of two (2), including the Chairperson, shall be granted a leave of absence without pay to attend official Union Conventions, official training courses, and official Union affairs. Leaves of absence of this type must be approved by the company and a reasonable amount of notice will be given in writing by the Union and in any event, not less than three (3) weeks.

ARTICLE 18 - JOB BIDDING

- A. All employees shall be permitted to bid on posted jobs once per year on April 15th of each year. Such bidding shall be posted for three (3) consecutive working days. Where the

Company feels there are excessive changes, this time may be extended by mutual agreement.

By the fourth (4th) day after the routes have been posted, all employees will be requested to bid on the **routes** and the routes will be awarded in order of seniority.

- B. When employees with seniority are off work (on vacation, sick, or leave of absence) during a **posting**, they will be contacted and will make their bid the same day they are contacted jointly by supervision and a union official.
- C. New openings and new jobs will be posted in all locations and branches and all employees shall be permitted to bid. Local route changes shall only be posted for bidding locally, i.e., Toronto, St. Catharines, Brantford, Hamilton District, and Oakville other than Ford operations, Peterborough. If local position is not filled locally, the job shall be posted in all branches. All local employees shall be permitted to bid on local route postings other than the postings described in Section (f) below. All routes when **posted** shall outline conditions. Any anticipated changes that may occur within thirty (30) days of the postings will be indicated on the postings. Route postings will indicate the accounts, number and type of vendors and regular deliveries assigned to that route.
- D. Assignments such as opening or closing a branch, extra responsibilities in handling cash and/or stock will not constitute a **job change**.
- E. All Mechanic **jobs** will be posted for bidding locally by mechanic personnel only, on April 15th of each year. All conditions of the **job** will be outlined and the successful applicants will be assigned to the jobs within fifteen (15) days. Any anticipated changes that may occur within thirty (30) days of the postings will be indicated on the postings.
- F. The Company will post utility jobs once in a calendar year, (this **excludes** the warehouseman's **'job'**). The utility postings can be bid on by service **and/or** utility personnel only.

ARTICLE 19 - REPORTING FOR WORK AND CALL BACK PAY

All employees reporting for work on instructions of the Company but for **whom** at least four (4) hours work is not available, shall be **paid** for four (4) hours or to their regular quitting time, whichever is the lesser of the two provided that such lack of work is not due to a labour dispute, fire, flood, or other cause beyond the control of the

Excludes User Fees
Semi-Private Hospitalization
Ambulance
Prescr. Drugs to a \$2,000
maximum per calendar **year**
durable Medical Equipment and
Supplies
Out of Hospital. Nursing Care to
an annual maximum
Physiotherapy to an annual
maximum
Other/Alternate Registered and
Provincially
Approved **Health** Practitioners
- when prescribed by an
M.D.
- to an annual maximum
Accidental Injury Dental Care

Dental Care:
(Optional)

In Canada coverage only
current less 2 years O.D.A. fee
schedule

100% co-insurance
- Preventative maintenance
- Unlimited maximum
- no deductible
50% co-insurance
- Major restorative procedures
- Caps and Crowns
- \$1,000/yr policy ceiling/family
- no deductible

Vision Care:

\$100/employee only/year for
prescription glasses or contact
lenses

The employee can waive membership in all optional plans as a group. An employee requesting reinstatement in **the** optional plans **after** having waived them previously, shall be subject to a twelve (12) month waiting period.

- (1) The Company will pay employees for five (**5**) sick days per contract year. Employees **who** do not **utilize** their sick 'days shall **receive a payment in lieu of each** sick day not taken. This payment shall be paid out in any pay **period** after November 10th, of each year, but not later than the **first** pay period ending in December of each year.
- (2) The Company agrees that Statutory Holiday pay will not be deducted from **Weekly** Indemnity Benefits and will be **paid** over and above the weekly Indemnity Benefits, if a Statutory Holiday occurs within thirty (30) days from

commencement of weekly indemnity benefits.

- C. If an employee becomes ill or injured during his or her normal **shift** and is unable to continue **work**, he or **she** will be **paid** for the full shift.
- D. For the purpose of the provisions in this Article, immediate family include those described as Eligible Dependents in the Ontario **Health Insurance Plan**.
- E. The Company and the Union agree that the provisions for contributions of the Canada Pension Plan will be shared equally as legislated under the Canada Pension Plan.
- F. If **it** is necessary to lay-off an employee who is not entitled to **draw S.U.B.**, then such laid off employee will be entitled to maintain, with applicable prepaid employee contributions, the Extended Health Plan, the Dental Plan, the Life Insurance, Accidental Death and Dismemberment, and vision coverage, provided the employee was participating in the Extended Health Care and Dental Care plans prior to the lay off. Such benefit extension shall last for a period not to exceed six (6) months.

Benefits are **paid** for and coverage extended in blocks of two (2) weeks, coinciding with the payroll bi-weekly schedule. An employee who returns from a lay off and **works** for between one (1) week to four (4) weeks, shall be eligible for an additional four (4) **weeks** of lay off coverage as described above.

- G. As S.U.B. discontinues in total by November 10th, 1995, and as certain employees may avail themselves of some coverages thereunder, they shall also be eligible for similar benefit continuation and coverage **as** described in sub-section (F) above.
- H. A pregnant employee will be governed by the applicable labour laws of Ontario.
- I. The benefits **provided** under this Contract are accepted by the Union in full satisfaction of the employee share of unemployment insurance premium rebates, which rebates will then become payable to the Company.
- J. The benefits described in this Article 21 shall be effective on the day following completion of the probationary period.
- K. The Company, on June 15th, 1992, transferred all of the Pension Plan assets, including surplus, to the Union. The Company is obligated to collect, contribute, and remit to the Union any agreed upon amounts **as** may be negotiated from time

to time.

Effective November 1, 1989, the company's contribution **was** increased to 41¢ ~~per hour~~ **worked** up to 1800 hours per annum and an equal contribution from each employee.

ARTICLE 22 - RETIREMENT WELFARE PLAN

- A. At or after age sixty-five (65), with ten (10) years seniority, an employee, on his/her retirement, will be eligible to continue those benefits currently covered for **and** outlined below provided the retiree prepays the 25% premium costs for applicable cost shared benefits.
- B. The insurance provided shall be: Extended Health Care, the Dental Plan, Vision Benefits, and a \$2,000.00 paid up Life Insurance Plan or a reduced group life plan, with coverage set at **\$2,000.00**.
- C. At or after **age** fifty-five, with ten years seniority, an employee may retire **early**, and on retirement the Company will provide the insurances described in Section (b) provided that the retired employee contributes fifty percent (50%) towards the premium costs. At age sixty-five Section (a) will **apply**.
- D. The normal retirement date for an employee is age 65.
- E. Appendix "B" refers to the cessation of benefits for retirees.

ARTICLE 23 - FUNERAL LEAVE

The Company agrees to grant funeral leave of up to three (3) working days with pay for the employee's regular **work** day for **death** in the immediate family, Immediate family shall consist of husband, wife, mother, father, brother, sister, mother-in-law, father-in-law, children, grandmother or grandfather of an employee or spouse, **step-mother**, step-father, step-children, **half** brother, half sister, brother-in-law, sister-in-law and grandchildren. For the purposes of the provisions of this article, immediate family will include those described as eligible dependents in the Ontario Health Insurance Plan.

ARTICLE 24 - DRIVER'S LICENCE

- A. In the event that an employee loses his driver's license, the Company will **provide** work for him on a non-driving job when such a job becomes available. If such a job is not available,

the Company agrees to **take the** employee back on or **before two years**, without loss of seniority, after **his** driver's licence was **revoked**, provided **his** license **has** been reinstated. This procedure will be followed for **a** first time occurrence. A second occurrence of **loss** of driver's licence will result in discharge,

- B. **The** lowest seniority employee in **a** non-driving job within a branch will exchange **his** job **with an** employee **in** a driving job who loses his licence, provided that both employees **have** the skill, ability, efficiency and physical fitness to perform **each** others duties.
- C. An employee **who** is required to take a medical examination by the Department of Transportation to qualify for his licence shall have the **fee** for such medical examination reimbursed by the Company, provided the licence is required for the performance of his duties.

ARTICLE 25 - MISCELLANEOUS

- A. The Company will **supply** free of charge all **safety** equipment other than footwear **whenever** required, if a sufficient number of employees wish to purchase safety **shoes** at their own expense, the company will arrange for **a** Safety Shoe supplier and a Payroll Deduction Plan.
- B. For the purpose of computing eligibility for holiday, vacation or welfare provisions of **this contract, service in** either the food service or vending branch shall be cumulative.
- C. The Contract Agreement will not be in booklet form, but copies will be of **the** legal or letter size, and provided to the Committee members.
- D. In the event of an opening in the Vending Division, Food Service employees will be considered for **such opening, subject to Article 15, Section (a) subsection (1)**. If the employee **fails** to qualify within **a** thirty (30) day training period he will be returned to his original job.
- E. Other than painting, redecorating, body work, refrigeration work, and major conversions due to Hydro changes, **all** repair work to Vending equipment will be done by our Maintenance Department. If the Company feels it is necessary to have **work** done outside this Department due to a major installation or conversion, the Company and the Union must mutually agree that this be **done**.

- The **Company** agrees that training of employees will be performed by Supervisors. Maintenance men who have not attended maintenance school and have one (1) year service in the maintenance department will attend maintenance school. This will be limited to two (2) maintenance men from each branch **per** contract year.
- G. The Company agrees to pay for cleaning of uniforms excluding shirts. Employees will be supplied with two uniforms (only one (1) **winter** overcoat). Replacements **will** be ordered in February **and August**. Old items must **be** turned in before receiving the new order. It is understood that **all** uniforms referred to above remain the property of the Company and shall be worn only on working days. Winter uniforms will be worn between October 15th and April 15th. Winter uniforms shall consist of uniform pants, windbreaker, long-sleeved shirts, tie; and winter coat (optional). Summer uniforms will be worn between **April** 16th and October 14th. Summer uniforms shall consist of **uniform** pants, **short-sleeved shirt**; and windbreaker (optional). Hamilton Vending employees may elect to receive a laundry payment of \$20.00 per calendar month in lieu.
- H. The Company agrees to pay wages on a bi-weekly basis and to make employee credit union deductions. The Credit Union deductions will be paid to a Credit Union of **the** employee's choice on a bi-weekly basis.
- I. Any unaccountable shortages on Servicemen's routes shall be checked and if there is no reasonable explanation, such shortages must be paid for by Servicemen - this shall be subject to the Grievance Procedure of this Contract. No more than \$10.00 will be deducted from any employee's pay in any one **week** to cover shortages. This section will comply with the Ontario Employment Standards Act.
- J. Wherever the male **gender** is used **in** this Collective Agreement it shall also apply **to** the female gender, and wherever the singular gender **is used**, it shall apply to the plural and vice versa,
- K. In **the** event of closure of a Branch a laid off employee must exercise his/her bumping **rights** within two (2) **weeks from the date** of closure. Should relocation be involved, bumping preference must be stated within two (2) **weeks** of closure. Actual relocation to be done at a mutually convenient time.
- L. **PYRAMIDING/DUPLICATION**
There shall be no pyramiding or duplication of any payment, entitlements, benefits or allowances while actively employed.
- M. Before a medical certificate is required; an employee's attendance record will be thoroughly reviewed and if it is

considered that his record is questionable, prior **written** notice for a medical certificate in case of future absences may be given.

ARTICLE 26 - SCHEDULES

Attached hereto **and** forming a part of the Agreement **are** the following schedules:

RATES Schedule "A"

VACATIONS Schedule "B"

STATUTORY HOLIDAYS Schedule "C"

ARTICLE 27 - MANUAL LOCATIONS

- A. Where **the** Company or any subsidiary, affiliate, or other member of **the** Corporation operates a manual location, and, where such location utilizes any coin operated machines owned or leased/loaned to the Company, then such manual employee **shall** have the right to service up to four (4) coin operated vending machines. This does not restrict the right of the vending employees to perform maintenance duties. Service shall include filling, **emptying**, and cleaning of equipment.
- B. Before any further reductions to four (4) or **less** coin operated vending machines is **implemented**, then **the** Company and the Union will review EVRS P&L monthly statements to show the **unprofitability of the account in question**. **This Article** does not **apply** to Lincoln County School District.

ARTICLE 28 - BULLETIN BOARD

The **Company** will endeavour to allocate a suitable (to **the** company and to the Client) space for the placement of a bulletin board for the use of the Union. All positions on such a board must be submitted to **the Manager** for **his** approval before posting. The board erected by the Union must be suitable in style **and condition** to the **ongoing** approval of the Company and **the** Client.

ARTICLE 29 - TERMINATION OR MODIFICATION

This Agreement shall become effective date of **ratification and** shall continue in effect until the 10th day of November 1998 **unless** either party gives notice in writing to **the other that** amendments are required or that **the** party intends terminating

the Agreement, then it shall continue in effect until the 10th day of November, 1998 and so on from year to year thereafter.

ARTICLE 30 - APPENDIX

Appendixes A & B attached to this Agreement and described below form part of this Collective Agreement and shall remain in effect for the duration of this Collective Agreement.

Appendix "A" - contracting out
Appendix "B" - Retiree Benefits

ARTICLE 31 - ATTENDANTS

1. Attendants will be supplied with two (2) uniforms. These employees will have the choice of pant suit or dress uniforms. Work uniforms must be turned in to receive a new replacement. It is understood that all uniforms remain the property of the Company and shall be worn only on working days.
2. Union stewards and committee members upon application will be scheduled to **work** day shift hours during their term of office, provided there is work available on the day shifts and they are qualified to do the work.
3. Assignments such **as** opening or closing a branch, extra responsibilities in handling cash and or stock will not constitute a job change.
4. Two (2) times the established wage rate will be paid for work performed on any day on which the employees are scheduled to celebrate a statutory holiday, plus payment for the holiday.
5. Overtime for Attendants shall be by location at locations where overtime is worked except that seniority will prevail in **a** location where overtime is scheduled but is not a normal function of that location. Overtime is to be equally distributed among employees who are qualified to do the work required.

Where employees are available to be asked to work, extra time shall be equally distributed among the employees, by location, who are qualified to do the work required.

6. Employees will receive thirty-five (35¢) per hour premium **pay** for all **work** performed on a shift commencing at or after 2:30 p.m. Shifts commencing at or after 12:00 noon will be paid 50% of the above premium up to 2:30 p.m. and the full premium after 2:30 p.m. Shifts commencing at or after 11:00 p.m. and

ending at or before 8:30 a.m. will be paid an additional Off Shift Bonus of ten (10¢) per hour.


7. Attendants who work in plants where there is a summer shutdown will be required to take their vacations during the period of their plant shutdown.
8. A subsidiary of Can Can, Walfoods Limited (Walfoods) presently operates manual food service accounts at various locations in the area covered by the Toronto Area Agreement.

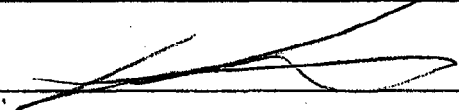
Walfoods shall not bid on or operate any existing Can Can Manual Food Service accounts presently operated under the Can Can Food Service Agreement. However, in the event that an existing Can Can Manual Food Service account is put out to tender or re-bid by the customer, Walfoods may bid, and if the bid is accepted, may operate such account, provided that the Company submits to the Union a copy of the notice to tender or re-bid. In this event, laid off Can Can employees at the account will be given first opportunity for employment at the account by Walfoods.

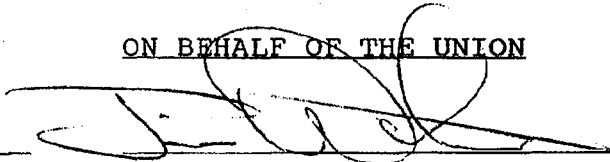
Duly signed by the Parties hereto on 28th of August, 19 96.

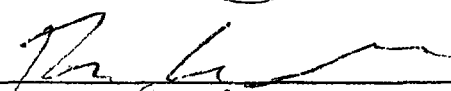
ON BEHALF OF THE COMPANY


ON BEHALF OF THE UNION

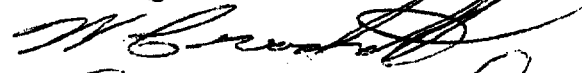















SCHEDULE "A"

RATES OF PAY

1. HOURS OF WORK

The **Company** will endeavour to maintain senior employees at eight (**8**) hours per day, five (5) days per week or at ten (10) hours per day, four (4) days per week, where it is practical and the lower seniority employees will have their hours reduced. In so doing, the assigned lesser hours shall not be less than four (4) hours per day.

Employees called backed to work from a lay off for one (1) week shall be entitled to one (1) month extension of benefits. Five (5) weeks of consecutive work would give them two (2) months extension of benefits. Nine (9) weeks of consecutive - work would **give** them **three** (3) months extension of benefits.

2. REGULAR WORK WEEK

The regular work week shall be Monday through Friday, excluding holidays and the continental work week (as **per** Article 5) for the eight (8) hours per day, five (5) days per week assigned job. The alternate regular work week shall be four (4), ten (10) hour consecutive days, Monday through Friday, excluding holidays and the continental work week (as **per** Article 5). The alternate regular work week as well as the existing work week arrangements are subject to the established job bidding process.

3. REST PERIODS

Employees shall have two (2) fifteen (15) minute rest periods during each working day. The first rest period shall be taken no sooner than **two** (2) hours or later than three (3) hours after shift starting time and the second rest period shall be taken no sooner than six (6) hours or later than seven (**7**) hours after shift starting time. Employees required to work **two** (2) hours or more overtime directly following completion of an eight hour shift shall be allowed a 10 minute **rest** period before commencement of overtime.

4. OVERTIME WORK

All work over 8 hours in any 24 hour period, commencing with the employees regular starting time, during the regular work week or over forty (**40**) hours in any one week and **all** Saturday work, shall be **paid** at one and one half (1½) times the regular hourly rate. All work over ten (10) hours in any twenty-four (**24**) hour period, commencing with the employees regular starting time, during the alternate regular work week or over forty (40) hours in any one **week** and all Saturday work, shall be paid at one and one half (1½) times the regular hourly

rate. All work performed on statutory holidays will be paid for at the rate of double time plus the holiday pay at the regular rate. All work performed on Sunday will be paid at **two** and one half ($2\frac{1}{2}$) times the regular hourly rate, Overtime is to be **equally** distributed among employees **who** are qualified to do **the** work required. An employee working more than four (**4**) hours overtime work after his regular shift on installation work will receive $\frac{1}{2}$ hour paid lunch period at straight time.

5. **CONTINENTAL WORKWEEK - EFFECTIVE NOVEMBER 9, 1986**

Notwithstanding any of the provisions of this Schedule "**A**", **the** Company may establish Continental Workweeks in accordance with its business needs. The normal work week for employees working a Continental workweek will be forty (**40**) **hours** scheduled within a five (**5**) consecutive day period. Employees working a Continental workweek will receive time and one half ($1\frac{1}{2}x$) the regular hourly rate for all hours worked in excess of forty (**40**) hours in any one workweek or 8 hours a day. All **work** performed on the sixth (6th) consecutive day of an employee's workweek shall be paid at time and one half ($1\frac{1}{2}x$) the regular hourly rate. All work performed on the seventh (7th) consecutive day of an employee's workweek shall be paid at two and one half ($2\frac{1}{2}x$) the regular hourly rate.

When changing from **a** continental workweek to a regular workweek, no premium time will be paid, except when this change results in the employee working more than eight (**8**) hours in a twenty-four (24) hour period.

Employees will be permitted to bid on jobs which are established as Continental Workweek **jobs**.

In the event of layoff of any employee hired after ratification who is working **a** Continental Workweek, a job will revert to a Monday-Friday workweek if there are more than three Continental Workweeks operating and there are not any other employees hired after ratification working a Monday-Friday workweek.

For **those** employees covered by 'this Agreement (i.e. all branches) who were on the seniority list prior to November 8, **1988**, the Company cannot schedule more than a maximum of three (3) Continental Workweeks. Notwithstanding the above, the company may continue to schedule one continental workweek in London, by assigning the employee in the Branch with the least seniority..

Those employees hired after November 8, 1988 will be scheduled for Continental Workweeks as required, on completion of their probationary period.

.. **STANDBY SCHEDULE AND PAY**

(Brantford, St. Catharines, Hamilton)

The following schedule for **standby** will be standard for the above locations:

- A. Starting at 5:00 p.m. Monday, Tuesday, Wednesday, Thursday, Friday and ending at 12 midnight for each of **the** aforementioned days. Standby will be paid one (1) hour at regular time per day. If one (1) call is received between **5:00 p.m.** and midnight, pay for hours worked, minimum one (1) hour at time and one-half ($1\frac{1}{2}$). If more than one (1) call, use time worked at one and one-half ($1\frac{1}{2}$) times.
- B. From **6:30 a.m. Saturday** to **3:30 p.m. Saturday**, paid four (4) hours at regular time to be on call. From **6:30 a.m. Saturday** to **3:30 p.m. on Saturday**, if a Supervisor calls out the standby man during the shift, the minimum payment will be four (4) hours at regular time plus one (1) hour at time and one-half ($1\frac{1}{2}$) or hours worked, whichever is greater.
- C. From **3:31 p.m. Saturday** to 12 midnight Saturday, if a Supervisor calls the standby man out he will receive four (4) hours at time and one-half ($1\frac{1}{2}$).
- D. **12.01 a.m. Sunday** to 12 midnight Sunday, no standby. If the Supervisor calls out a man on Sunday, he **would** be paid at the normal double time **and** one-half ($2\frac{1}{2}$) for hours worked, with a minimum of four (4) hours call in **pay**.

7: **SPLIT SHIFTS**

There will be no "Split Shifts".

8. **OFF SHIFT BONUS**

One dollar **and** fifteen cents (\$1.15) per hour will be paid for all hours worked on any shift commencing at or after 2:30 p.m. Shifts commencing at or after 12:00 noon will be paid 50% of the above bonus up to 2:30 p.m. and the full **bonus** after 2:30 p.m.

9. **TEMPORARY TRANSFERS**

In the event an **employee** is temporarily transferred to a job other than that to which he or she is permanently assigned, he shall receive his own rate or the rate of the **job** to which he is temporarily assigned, whichever is the higher.

10. **VENDING - FOOD TRANSFERS**

Any transfers of an **employee** having completed his/her probationary period from the Food Services Division

(Attendant) to the Vending Division shall remain at the same rate of pay for a period of six (6) months. Upon completion of six (6) months he/she will advance to the next highest rate and progress through the rate structure from there on.

An employee having completed his/her probationary period transferring from the Vending Division (Attendant) shall receive the highest rate of pay for the job he/she is performing in the Food Services Division as an Attendant.

11. CLASSIFICATION & ESTABLISHED HOURLY RATES OF PAY

Effective Date of Ratification

Classification	Start	6 Months	1 Year	2 Years	3 Years
Mechanic	12.91	13.62	14.33	15.06	16.48
Route Person	12.54	13.24	13.93	14.61	16.00
Warehouse Person	12.54	13.24	13.93	14.61	16.00
Vacation Replacement	10.80				
Attendant	8.03	8.47	8.92	9.36	10.26
Vacation Replacement Attendant	6.64				

Effective November 10, 1996

Classification	Start	6 Months	1 Year	2 Years	3 Years
Mechanic	13.04	13.76	14.47	15.21	16.64
Route Person	12.67	13.37	14.07	14.76	16.16
Warehouse Person	12.67	13.37	14.07	14.76	16.16
Vacation Replacement	10.91				
Attendant	8.11	8.55	9.01	9.45	10.36
Vacation Replacement Attendant	6.71				

Effective November 10, 1997

Classification	start	6 Months	1 Year	2 Years	3 Years
Mechanic	13.17	13.90	14.61	15.36	16.81
Route Person	12.80	13.50	14.21	14.91	16.32
Warehouse Person	12.80	13.50	14.21	14.91	16.32
Vacation Replacement	11.02				
Attendant	8.19	8.64	9.10	9.54	10.46
Vacation Replacement Attendant	6.78				

NEW HIRED RATES - EFFECTIVE NOVEMBER 10, 1995

Classification	Start	6 Months	1 Year	2 Years	3 Years
Mechanic	10.85	11.21	12.00	12.45	13.30
Route Person	10.52	11.00	11.60	12.05	12.95
Warehouse Person	10.22	10.40	11.00	11.60	12.42
Vacation Replacement	8.85				
Attendant	6.68	6.92	7.30	7.65	8.00
Vacation Replacement Attendant	6.55	6.55	6.75	6.85	6.95

These rates **are** minimum guarantees and shall not be construed to mean maximums. Any further classifications shall be established by Management and the Union Committee. Only those employees classified above will be permitted to work.

Each employee to receive (May 14, 1996) a signing bonus in the amount of \$150.00 upon ratification following **next** regular pay deposit. Such bonus shall be subject to statutory deductions.

For those employees who are currently not on the active payroll, a manual cheque, with the appropriate **deductions** showing, will **be prepared and** sent to their home **address**, following **the next** regular pay deposit.

12. **VACATION REPLACEMENTS**

Vacation replacements may be employed at the vacation replacement rate during the period April 15th through September 30th in each **year**. Such temporary employees shall not receive Welfare Benefits but shall pay Union dues. If a vacation replacement works beyond this period he shall then become a regular employee and shall then receive regular **rates** of pay, and Welfare Benefits.

13. **HUMANITY FUND**

The Company will contribute one (1) cent per hour worked to the Steelworkers Humanity Fund and such contribution will be made for straight time hours **worked** only and will not be made for overtime hours or premium hours. Hours not worked, **even** though compensated in accordance with a specific provision of the Agreement and deemed to be hours worked for other purposes shall not be considered to be hours worked **for** purposes of this Fund. contributions to the Fund will be **made** quarterly, in the middle of the month immediately following completion of each calendar quarter year and such contributions will be **mailed to**; Retail Wholesale Canada, Canadian Service Sector, Division of the United Steelworkers of America, 5045 Orbitor Drive, Building #11, Suite #200, Mississauga, Ontario L4W 4Y4.

Please make your cheque payable to U.S.W.A. Humanity Fund.

It is clearly understood that **this** Fund is to be utilized strictly for the purposes specified in the Steelworkers Humanity Fund Inc. Letter Patent, dated March 12, 1986.

SCHEDULE "B"

VACATIONS

1. Effective May 12, 1993

<u>Service</u>	<u>Vacation</u>	<u>Method of Payment</u>
3 months up to 1 year	1 week	4% of earning
1 year up to 5 years	2 weeks	4% of earning
5 years up to 10 years	3 weeks	6% of earning
10 years up to 15 years	4 weeks	8% of earning
15 years and above	5 weeks	10% of earning

NOTE: Vacation Pay is paid each pay cheque based upon earnings from hours worked. There shall be no vacation pay paid on vacation pay.

Employees who had more than twenty five (25) years of **service** as of June 1, 1992 have been "grandfathered" to a six (6) week vacation entitlement plus 12% of earnings.

2. Scheduling

Vacation schedule lists will be posted February 1st of each year and finalized and removed from **posting** on March 31st. It is agreed by the Company and the Union, that for vacation scheduling, seniority will not apply after March 31st. The vacation **year** will be January 1st, to December 31st, but no employee will have to take a vacation before April 1st. On February 28th, (or the nearest working day), the top 1/3 of the seniority employee in each department will be required to put their vacations on the schedule. On March 15th (or the nearest working day), the middle 1/3 of the seniority employees in each department will be required to put their vacations on the schedule. On March 31st (or the nearest working day) the bottom 1/3 of the seniority employees in each department will be required to put their vacations on **the** schedule. Any employee failing to bid in **proper** order may only select **his** vacation from the remaining dates available at **the** end of the posting. No employee will be allowed to take more than three (**3**) weeks vacation during the months of June - July or August until all employees have had the opportunity to **select as** per the foregoing. One fifth (1/5) of the employees in **any** department will **be** permitted to be away on vacation at one time during the period June 1st to the first Friday following August 31st.

Calculation Method

June 1st of each year will be the date upon which completed service years will be calculated.

4. All employees must take their full vacation entitlement off.
5. A vacation schedule list will be posted on October 1st and taken down on October 31st to cover winter vacation for the period January 1st to March 31st. Up to two (2) employees from each department will be scheduled in order of seniority.

SCHEDULE "C"

HOLIDAYS

1. Eligibility

- A. In order to be eligible for the Statutory Holidays described in Schedule "C", Section 3 below, the employee must have completed his probationary period, and must work **his** last scheduled workday immediately preceding **and** his first scheduled workday immediately following the holiday, unless he is on vacation, or unless he is excused because of provable illness.
- B. For the purpose of determining eligibility for holiday benefits, an employee **who** is laid off shall be eligible for holiday benefits for a period of thirty (30) **days** after **lay off**. In the event an employee is laid off **and** is called back for a short term recall (a week or less) his holiday eligibility shall be determined from the date of the original lay off.
- C. Payment will be made for the statutory holidays listed below regardless of the day of the week in which the holiday takes **place** unless otherwise declared by the Government of Canada or the Government of the **Province** of Ontario.

2. Holidays During Vacation

An employee may apply for **a day** off with pay in lieu of, if a holiday falls during **his** vacation. He must apply two weeks before vacation commences in writing on a three-part memo form and present it to the District **Manager** or immediate supervisor. If a written reply is not given within five (5) working days the following sentence will become Null and Void. Applications will be considered on the basis of work scheduling.

3. Statutory Holidays

New Year's Day
Good Friday
Victoria Day
Dominion Day
Civic Holiday
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

Employees will be entitled to two (2) floating holidays to be taken between December 23rd and January 3rd inclusive. The floating holiday schedule will be posted not later than December 20th. Consideration will be given to seniority employees:

The two (2) floating holidays during this period will be scheduled by the Company in accordance with the needs of the business. If scheduling does not permit one or more of the floating holidays to be taken as holidays, then employees will receive straight time pay for any floating holidays not taken.

To the extent that business needs permit, it is the intention of the Company to schedule as many employees as possible for days off for these floating holidays.

If a legal Government Statutory Holiday is declared, it shall become a Statutory Holiday under this Schedule. If because of customer scheduling, an employee is laid off between Christmas and New Year's he or she will receive one regular day's pay.

The Dominion Day Holiday may be scheduled on any normal working day within five (5) days of the day on which the holiday occurs. Each employee will be given at least one weeks notice of the day assigned to him.

4. An employee recalled from lay off will be required to work ten (10) consecutive days within the thirty (30) day period prior to the Statutory Holiday.

APPENDIX "A"

LETTER OF UNDERSTANDING

March 8, 1996

Mr. Jim Waters
Staff Representative
RW(USWA), Local 414
5045 Orbitor Drive
Suite 200, Building 11
Mississauga, Ontario
L4W 4Y4

Dear Jim:

RE: CONTRACTING OUT

The Company is prepared to make certain commitments in the area of contracting out in addition to the proposed provisions in this Collective Agreement.

It is not the intention of the Company to contract out work presently being performed by **members** of either bargaining unit. It is the Company's intention to continue to be active in the Manual Food **Service** industry and to **expand** the Company's operations in that area, recognizing that for medium **size** and smaller accounts the **Company** cannot compete with unionized or non-unionized competitors who **pay** substantially lower wage rates.

The Company is now contracting out the following work, which it does not admit to be bargaining unit work:

- (1) **repair** of dollar **bill** changer verifiers;
- (2) repair of microwave ovens;
- (3) inside and outside upkeep, cleaning and housekeeping of **Company** premises;
- (4) maintenance work as permitted by **Article 25 (e) of the** Vending Agreement.

The Company is also contracting out the production of **sandwiches** and convenience meals. **The** Company may continue to contract out the **work** described above and continue any other practice in effect prior to November 9, 1977.

1. Can Can will not contract out vending except unprofitable **accounts**.
2. **Can Can agrees** not to permit soft drink to service Can Can vending machines.

3. It is not the intention of can Can to contract out vending. If the Company determines, for sound business reasons that account is unprofitable and the Company desires to contract out the account, the Company will meet with the Union to discuss the account involved to try to resolve the situation without the loss of jobs by virtue of closing the account. At such a meeting, the Company will provide the Union with information to adequately explain the unprofitability of the account in question.
4. Can can will not contract out food service. Can Can may operate combined accounts with Walfoods Limited.
5. Can Can will not alter the practice as of November 9, 1977 with respect to general merchandisers at any hospital account without the Union's consent.
6. Only vending service employees shall operate the following coin operated vending equipment: Coffee, Cold Drink, Can Pop, Candy, Milk, Hot Canned Food, Ice Cream Machines, Currency Changers, General Merchandisers and Bottle Juice machines. It is understood that service employees includes Attendants where applicable. The parties agree to "grandfathering" all existing accounts.

Yours truly,

Mark Landon
Vice President
Automated Dining Services

APPENDIX "B"

LETTER OF UNDERSTANDING

March 8, 1996

Mr. Jim Waters
Staff Representative
RW(USWA), Local 414,
5045 Orbit Drive
Suite 200, Building 11
Mississauga, Ontario
L4W 4Y4

Dear Jim :

RE: RETIREE BENEFITS

The Company and the Union agree that Retiree Benefits shall cease effective November 30, 2000, however, this Letter of Understanding can be the subject of any future negotiations between the parties.

Yours truly,

Ingrid Hann
Vice President
Administration

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