

SOURCE	Company		
EFF.	96	2	31
TERM.	99	1	31
No. OF EMPLOYEES	1420		
NOMBRE D'EMPLOYÉS	OB.		

THIS AGREEMENT dated the _____ day of _____, 1996.

BETWEEN :

GOODWILL INDUSTRIES OF TORONTO
(hereinafter referred to as "Goodwill")

- and -

TEAMSTERS LOCAL UNION NO. 847
(Laundry and Linen Drivers and Industrial Workers Union), affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.

ARTICLE I:

1.01 The general purpose of this Agreement is to further the professionally-directed rehabilitation, training, and educational services of Goodwill and to facilitate peaceful adjustment of differences that may arise from time to time between Goodwill and the Union and to promote harmony to the end that the personnel of Goodwill, the Union and the general public may be mutually benefitted.

ARTICLE II: RECOGNITION

2.01 Goodwill recognized the Union as the sole and exclusive bargaining agent for all employees of Goodwill Industries of Toronto at its retail division in all the stores operated by the employer, save and except assistant store manager, those above the rank of assistant store managers, office clerical, security and professional staff, disabled employees on the rolls of the Rehabilitation division, students employed during the school vacation.

2.02 Management persons and volunteers not in the bargaining unit may perform any work assigned to them by the employer with respect to any part of the retail operation whether performed by bargaining unit members or otherwise. It is understood that the performance of such work will not result in the lay off or reduction of hours of regular bargaining unit employees.

ARTICLE III: UNION SECURITY

3.01 The parties hereto mutually agree that any employee of Goodwill covered by this Agreement shall become and remain a member of the Union upon completion of the probationary period.

3.02 For the duration of the Agreement, Goodwill agrees to deduct monthly dues from the pay of each employee from date of employment and initiation fees when the employee has completed the probationary period and forward to the Secretary-Treasurer of the Union all sums collected, together

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with a list of those employees from whom dues have been deducted no later than the 15th day of the month following the month in which such deductions were made. The Secretary-Treasurer of the Union shall notify Goodwill from time to time of any change in the amount of monthly Union dues.

3.03 It is agreed that the Union and the employees will not engage in Union activities during working hours or hold meetings at any time on the premises of Goodwill without the written permission of management except where otherwise provided for in this agreement.

ARTICLE IV: MANAGEMENT RIGHTS

4.01 The Union recognizes and acknowledges that the management of the plant and direction of the work force are fixed exclusively in Goodwill, and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of Goodwill to:

- (a) maintain order, discipline, efficiency and quality;
- (b) hire, promote, demote, classify, transfer, and retire employees, and to discipline or discharge any employee for just cause subject to the terms of the Agreement;
- (c) make, enforce, and alter, from time to time, reasonable rules and regulations to be observed by the employees, and Goodwill will make an effort to communicate these changes when possible to stewards prior to general distribution;
- (d) determine the nature and kind of business conducted by Goodwill, the kinds and locations of stores, equipment and materials to be used, the control of materials, and parts, the quality and quantity of production, the methods and techniques of work, the content of jobs, the schedules of production, the number of employees to be employed, the scheduling of employees including the scheduling of shifts, the extension, limitations, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with Goodwill except as specifically limited by the express provisions of this Agreement.
- (e) In consideration of the fact that Goodwill Industries of Toronto is totally dependent upon the goodwill of the public at large, and therefore business and job security is predicated in part upon the desire of the public to invite Goodwill employees into their houses to collect donations, all public contact employees must be neat, clean and tidy and at all times conduct themselves in a professional fashion. Additionally, Goodwill reserves the right to require all employees in public contact positions to wear a uniform, smock or apron provided by Goodwill.

- (f) Conduct spot checks of employees for security purposes when entering or leaving their work areas, initiate vehicle surveillance programs or other appropriate security measures to protect property, equipment, or customer goods at any of their locations. It is agreed that progressive discipline will be applied for minor offenses up to immediate termination for a serious theft or misappropriation of property or merchandise. Discipline will also be applied where an employee refuses to submit to a security check or fails to use the designated exit for their work area usually after at least one verbal warning has been given. It is also understood that clear written permission signed by a member of the management staff must be obtained to remove any article from the premises.

In addition, identification badges must be worn by employees at all times and in a fully visible location. It is also expected that employees will adhere to Goodwill's Purchase of Goods policy.

ARTICLE V: GRIEVANCE PROCEDURE

5.01 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible. To this end a copy of all grievances will be faxed to the Director, Human Resources Division as soon as it is initiated.

5.02 Goodwill acknowledge the right of the Union to appoint or otherwise select stewards to assist employees with the presentation of their grievances. The name of such shop stewards from time to time selected shall be given to Goodwill in writing and Goodwill shall not be required to recognize any such steward until it has been notified in writing by the Union of the name of such steward.

5.03 No grievance shall be considered where the grievance is filed more than seven (7) full working days after an employee became aware or reasonably ought to have become aware of the circumstances giving rise thereto.

5.04 Grievances properly arising under this Agreement shall be adjusted and settled as follows:

STEP NO. 1: The aggrieved employee shall present a grievance orally or in writing to the appropriate Manager or Director within seven (7) working days of the occurrence. Assistance of the steward will be available if desired. If a reply satisfactory to the employee concerned is not given by the Manager or Director, as the case may be, within two (2) working days of the original presentation of the grievance to them (or longer period which may be mutually agreed upon), the grievance may be presented as follows at any time within two (2) working days of the date set for the reply by the Supervisor or Director.

STEP NO. 2: The aggrieved employee and the steward may present the grievance to the Director, Human Resources, who shall consider it in the presence of the person or persons representing same, and render the decision in writing. Should no settlement satisfactory to the employee be reached within two (2) working days, the next step in the grievance procedure may be taken at any time within two (2) working days thereafter.

STEP NO. 3: The aggrieved employee and the steward may submit the grievance in writing to the Executive Vice President or a designate and the employee, accompanied by the steward, shall meet as

promptly as possible with such persons as management may desire to consider the grievance. At this stage they may be accompanied by a representative of the Union if this is requested by either party. The President or a designate will render a decision in writing within five (5) days following such meeting.

5.05 If final settlement of the grievance is not reached at Step No. 3 of the grievance procedure, the grievance may be referred by either party in writing to an Arbitrator or a Board of Arbitration as provided in Article VI below at any time within ten (10) calendar days thereafter, and if no such written request for arbitration is received within the time limit, then it shall be deemed to have been abandoned.

ARTICLE VI: ARBITRATION

6.01 Both parties to this Agreement agree that any dispute or grievance which as been properly carried out through all the steps of the grievance procedure outlined in Article V above and which has not been settled, will be referred to an Arbitrator, at the written request of either of the parties hereto, provided, however that a Board of Arbitration may be substituted for the Arbitrator on consent of both parties to this Agreement.

6.02 An Arbitrator will be chosen by the mutual agreement of the parties provided that if the parties fail to agree within seven (7) days of the notification mentioned in 6.01 above, the Minister of Labour of the Province of Ontario may be asked to nominate a person to act as Arbitrator at any time thereafter.

6.03 A Board of Arbitration will be composed of one person appointed by Goodwill, one person appointed by the Union, and a third person to act as Chairperson chosen by the other two members of the Board.

6.04 Within seven (7) workings days of the request by either party for a Board, each patty shall notify the other in writing of the name of its appointee.

6.05 Should the person chosen by Goodwill to act on the Board and the person chosen by the Union fail to agree on a third person within seven (7) days of the notification mentioned in 6.04 above, the Minister of Labour of the Province of Ontario may be asked to nominate a person to act as Chairperson at any time thereafter.

6.06 The decision of the Arbitrator or a Board of Arbitration or a majority thereof, constituted in the above manner, shall be binding on both parties.

6.07 The Arbitrator or a Board of Arbitration shall not have any power to alter or change any of the provisions of this agreement nor to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

6.08 Each of the parties to this Agreement will bear the expenses of the Arbitrator appointed by it and the parties will jointly bear the expenses, if any, of the Arbitrator or Chairperson of the Board of Arbitration.

ARTICLE VII: DISCHARGE CASES

7.01 A claim by an employee who has completed the probationary period that they have been discharged or suspended without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the appropriate Vice President at Step No. 2 of the grievance procedure

within five (5) working days after the employee ceases working for Goodwill. Such special grievances may be settled by:

- (a) confirming the management's action in dismissing the employee; or
- (b) reinstating the employee with full compensation for time lost; or
- (c) any other arrangement which is just and equitable in the opinion of the conferring parties or an Arbitrator or a Board of Arbitration.

7.02 When an employee has been dismissed or suspended without notice, he shall have the right to interview a steward for a reasonable period of time before leaving the premises.

7.03 Where an employee has received a verbal reprimand a copy of the written record of the verbal reprimand will be provided to the steward.

ARTICLE VIII: NO STRIKES - NO LOCKOUTS

8.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances the Union agrees that there will be no strike and Goodwill agrees that there will be no lockout during the term of the Agreement. The terms "strike" and "lockout" shall have the meaning ascribed to them in the Labour Relations Act (Ontario).

ARTICLE IX: SENIORITY

9.01 Seniority as referred to in this Agreement shall mean length of continuous service in the most current job title of the member listed in the store where the individual is employed. Total years of service with Goodwill will continue to determine the employee's vacation entitlement or other benefits/awards which are part of established Goodwill policy. Part-time employees will accrue seniority in the part-timer seniority classification.

9.02 All employees will be considered on probation until completion of three (3) calendar months service with Goodwill and will have no seniority rights during that period. Full-time and part-time employees will be exposed to all tasks within that three month period. After completion of three (3) calendar months service with Goodwill the seniority shall date back to the date on which employment began. It is also agreed that only one (1) probationary period is required when a full-time employee moves to a new classification in the bargaining unit. Part-time employees moving to full-time status will be required to work a three (3) month probationary period before eligibility for after probation wages and benefits. Goodwill also agrees that there will be no separate probation period for employees moved or transferred from one store to another. There is also no intent to terminate or rehire employees in order to prolong their probationary period. The discipline, dismissal, layoff or failure to recall after layoff of a probationary employee shall not be the subject of a grievance and shall remain within the discretion of Goodwill. It is agreed that the dismissal of a probationary employee shall be in the presence of a steward wherever possible.

9.03 Seniority lists will be revised each six (6) months; a copy of the list will be posted in the store and a copy given to the Union.

9.04 As used in this Agreement, the term "qualifications" shall mean such factors relating to job performance as skill, competence, ability, training experience, and general work record with Goodwill.

Layoffs which are anticipated to exceed five (5) working days and recalls after layoffs shall be based on the following factors:

- (a) seniority; and
- (b) qualifications

It is understood that where qualifications are relatively equal, then seniority shall be the determining factor.

It is understood that, in the event of a layoff, employees who are laid off shall not exercise seniority rights for the purpose of displacing employees with less seniority in any classification or location who have not been laid off.

9.05 Goodwill shall have absolute discretion in making layoffs which are not anticipated to exceed two (2) working days and such layoff shall not form the basis for any grievance.

9.06 Seniority shall terminate and an employee shall cease to be employed by Goodwill when the following occurs:

- (a) voluntarily quits employment with the company;
- (b) is off work for a continuous period of twelve (12) months or the length of the employee's seniority, whichever is the shorter.
- (c) is discharged and is not reinstated through the grievance procedure or arbitration;
- (d) fails to report to work within three (3) working days after being notified by Goodwill of recall by registered mail at the last known address;
- (e) fails to return to work upon the termination of an authorized leave of absence unless a bona fide reason is given to the appropriate Manager or Director on or before the expected date of return;
- (f) accepts gainful employment while on a leave of absence without first obtaining the consent of Goodwill in writing;
- (g) is absent from work for three (3) consecutive working days without notice to Goodwill and a

bona fide reason therefore.

9.07 Any employee's return to work after sick leave will be conditional on supplying, when requested, a certificate from a physician that they have fully recovered from the sickness which caused the absence. It is agreed that when a doctors note is requested within the first five (5) days of an absence it shall be at Goodwill's expense, and when requested after an absence of five (5) days or more it shall be at the employee's expense. Goodwill agrees to pay for reports to the extent required by law.

It is agreed that a medical certificate may be requested following any absence at the discretion of the work supervisor and that this shall be at the expense of the employee in cases where the employee's attendance level has exceeded an acceptable level determined by the company or when the pattern of absence is questionable. It is agreed that this shall not be the subject of a grievance.

When an employee is off work for six (6) weeks or more due to illness or injury, Goodwill has the option to require the employee to be examined by a doctor designated by Goodwill who will bear the cost of such examination.

9.08 In the event that any employee covered by this Agreement should be promoted to a supervisory or confidential position beyond the scope of the Agreement and is later placed in a position within the scope of this Agreement the seniority previously acquired in the bargaining unit shall be retained and shall have added thereto the seniority accumulated while serving in such supervisory or confidential position for a period of four (4) months. In the event that such employee is not returned to a bargaining unit position within the said four (4) month period, all seniority formally acquired in the bargaining unit shall be lost.

9.09 It shall be the duty of each employee to notify Goodwill promptly of any change in address. Notice required by the company shall be deemed to be given if forwarded to the employee at the last address of which the Company had notice.

9.10 Without limiting Goodwill's right and discretion to hire and promote, Goodwill acknowledges that it will endeavour where possible, to fill vacancies by the appointment of employees within the bargaining unit at the time such vacancy occurs and in so doing, will attempt insofar as is possible, to apply the provisions of paragraph 9.04.

9.11 Goodwill and the Union acknowledge their mutual intention that vacancies should be filled from within the bargaining unit wherever possible, therefore:

All permanent vacancies in new classifications and in existing classifications shall be posted on the bulletin board for a period of five (5) working days and any employee in the bargaining unit in another classification may make application for such vacancy. In the filling of the vacancies, the Company shall be subject to the limitations set forth in Article 9.10 relating to cases of promotion. Nothing herein shall prevent the Company from hiring persons outside the bargaining unit when no qualified employee applies. It is agreed that where bargaining unit members apply with equal qualifications, then Goodwill seniority will be the determining factor. Any vacancy can be filled at the discretion of Goodwill on a temporary basis, not to exceed forty-five (45) working days. In cases of major illness, parental or maternity leave, it is agreed that this time period could be extended.

Where a vacancy exists and no qualified candidates from within the bargaining unit apply, Goodwill reserves the right to transfer a qualified employee to the store within which the vacancy exists. Every effort will be made to select an employee who can reach the newly assigned store location in a reasonable period of time. In cases where Goodwill has initiated the transfer, the employee's seniority

will be carried to the new store location and feathered into the existing store seniority and within the current job classification.

9.12 Any employee who wishes to be transferred to another store may file a written request for a transfer with the Human Resources department of Goodwill. Every effort will be made to consider these requests before a new hire is made. The employee's seniority in the new department/store will be the date of transfer. Employees will be limited to one transfer annually. This however does not prevent a joint agreement being reached between the employee and Goodwill on a mutually beneficial transfer.

9.13 Without limiting Goodwill's right and discretion to transfer employees where necessary to maintain operation of a store, Goodwill will endeavour to make its best effort to limit temporary transfers to a maximum of forty-five (45) working days. The extension of the transfer as outlined in Article 9.11 may apply with respect to major illness, parental or maternity leave. Where a temporary transfer is necessary Goodwill will endeavour to ensure that the travel time from the employee's place of residence to the new location is similar to that experienced when at their regular location. Goodwill agrees to reimburse employees for additional travel costs associated with this type of transfer.

ARTICLE X: VACATIONS

10.01 The vacation entitlement for part-time employees will be calculated in accordance with the Employment Standards Act of Ontario. Part-time employees will receive their vacation pay in July and December of each year. The vacation pay shall be calculated at the rate of 4% of their total wages earned during the period.

10.02 The following vacation entitlement detailed in 10.02 a, b, c, d refer to full time employees only:

(a) All employees who have been continuously employed by Goodwill for one full year but less than three full years prior to June 30th in any year, shall receive two (2) weeks vacation with pay, such pay to be calculated at four percent (4%) of such employee's earnings with Goodwill during the twelve months immediately preceding June 30th in that year.

(b) All employees who have been continuously employed by Goodwill for three (3) full years or more prior to June 30th in any year, but less than nine (9) full years, shall receive three (3) weeks vacation with pay, such pay to be calculated at six percent (6%) of such employee's earnings with Goodwill during the twelve months immediately preceding June 30th in that year.

(c) All employees who have been continuously employed by Goodwill for nine (9) full years or more prior to June 30th in any year shall receive four (4) weeks vacation with pay, such pay to be calculated at eight percent (8%) of such employee's earnings with Goodwill during the twelve months immediately preceding June 30th in that year.

(d) All employees who have been continuously employed by Goodwill for sixteen (16) full years or more prior to June 30th in any year shall receive five (5) weeks vacation with pay, such pay to be calculated at ten percent (10%) of such employee's earnings with Goodwill during the 12 months immediately preceding June 30th in that year.

10.03 Choice of vacation period shall be based upon seniority, provided that prior to choosing a vacation period, an employee first receives written consent from the department supervisor for

the period chosen, and providing also, that such choice does not interfere with the normal departmental operating needs. No vacation period in excess of two (2) consecutive weeks need be granted by Goodwill except in circumstances which Goodwill considers to be exceptional.

Goodwill agrees to supply a vacation schedule for each department where employees will be asked by April 1 in any year to state their vacation preferences. Written confirmation of requests will be made by May 1 in any year based upon seniority and the criteria mentioned in paragraph one (1). Seniority will not apply to vacation requests after May 1 in any year. It is agreed that employees may, where necessary, carry forward a portion of the vacation entitlement not used in the previous year. The maximum amount of carryover should not exceed the equivalent of six months of vacation due in accordance with Article X.

ARTICLE XI: GOODWILL HOLIDAYS

II.01 The following holidays, regardless of when they fall, will be granted with pay to all full time employees who have completed their probationary period:

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| New Year's Day | Thanksgiving Day |
| Good Friday | 1/2 day before Christmas Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Civic Holiday | 1/2 day before New Year's Day |
| Labour Day | Heritage Day - if proclaimed |
| The individual employee's birthday, to be taken within six (6) calendar months following its actual date. | One day or two half days between Christmas and New Year. |
| | Goodwill will advise dates chosen annually. |

Payment for such holidays shall be based on the employee's regular hourly rate multiplied by the number of hours he would normally have worked on such a day. When any of the said holidays falls on other than a regular working day, Goodwill may at its option designate some other day as the day upon which the said holiday will be celebrated.

In the event that Goodwill chooses not to designate some other day as the day upon which the said holiday will be celebrated, then it shall pay the employees who qualify for payment for the said holiday as though it had fallen on a regular working day.

II.02 In order to be entitled to payment for a store holiday an employee must have worked the last scheduled regular working day immediately preceding the holiday and the first scheduled full working day immediately following the holiday unless absent on either of those days for a bona fide reason.

The eligibility of part time employees for payment of statutory holidays will be paid in accordance with the Employment Standards Act of Ontario. In addition, part time employees will be entitled to the Civic holiday with eligibility in accordance with the Employment Standards Act of Ontario and the individual employee's birthday after completing their probationary period. Eligible part time employees will be paid six (6) hours for all statutory and Goodwill holidays.

11.03 If an employee who agreed to work and is called to work on one of the approved store holidays without reasonable excuse fails to report for and perform the work, then they will not receive holiday pay.

11.04 If any employee works on one of the approved store holidays they will receive payment at time and one-half their regular rate for hours actually worked, in addition to receiving regular holiday pay. It is agreed that employees may receive time off in lieu for any such hours worked. This lieu time would be equivalent to the actual holiday pay entitlement, ie. 8 hours x 1 1/2 = 12 hours or 1 1/2 days. This time off must be taken within 30 working days following that holiday or be forfeited.

11.05 Apart from the holidays granted in article 11.02 all other provisions regarding casual or part-time employees shall be in accordance with the Employment Standards Act of Ontario.

ARTICLE XII: HOURS OF WORK AND OVERTIME

12.01 The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week. The standard work week begins at 12.01 a.m. Sunday and ends 11:59 p.m. Saturday.

12.02 The standard work week shall consist of forty (40) hours per week, exclusive of lunch period but inclusive of coffee breaks.

(a) The term full time employee shall mean any employee hired for an indefinite period in excess of 25 hours weekly and who normally works the scheduled full time hours referred to in article 12.02.

(b) The term part-time employee shall mean any employee who regularly works not more than 24 hours per week apart from those classified as "Casual" employees in the Letter of Understanding forming part of this contract. It is agreed that regular working hours for part-time employees shall not include hours worked on a temporary basis, in respect of leaves of absence, including maternity and parental leave, illness, long-term disability, Workers' Compensation, or other emergencies which may occur from time to time. A full time worker in these situations can be replaced by a part-time worker. On the return of the full time employee the part-time employee will return to their part-time status without loss of seniority. In the circumstances described these additional hours will not qualify the part-time worker for the benefit program available to full time employees.

12.03 Overtime at the rate of time and one-half the employee's regular salary rate shall be paid for all work performed over forty-one (41) hours per week. Work performed on holidays that is not part of an employee's regular shift shall be paid in accordance with the Employment Standards Act of Ontario. It is agreed that all full time employees will be paid at the rate of time and one half their regular hourly rate for all work performed on Sunday.

12.04 There shall be a fifteen (15) minute paid coffee break in the first half and the second half of each shift to be granted at a time or times selected by Goodwill.

12.05 There shall be a lunch period of forty-five (45) minutes for each shift, to be granted at a time or times selected by Goodwill between the fourth (4th) and sixth (6th) hour of the shift.

12.06

- (a) Regardless of when an employee arrives for work or leaves, the employee is the only person allowed to sign or punch their time sheet or time card whether it be at the beginning or the end of a shift.
- (b) An employee who punches or signs their time card/sheet later than the scheduled starting time may be penalized as follows:
 - (i) Up to and including 8 minutes late deduction of 15 minutes of regular hourly rate of pay.
 - (ii) Up to and including 16 minutes late-- deduction of 30 minutes of regular hourly rate of pay.
- (c) An employee who fails to sign or punch their time sheet or card at the start or finish of any day will be liable for progressive disciplinary action which will include a verbal warning, discussion report, and a final warning and suspension for continued violations.
- (d) Signing or punching a time sheet or card for another person is not permitted and can result in a disciplinary action up to and including suspension for first offenders and dismissal for continued offenses.

12.07 There will be no pyramiding of overtime premiums, that is, the overtime rates will not be paid twice for the same hours worked nor will overtime premiums be pyramided with other premium payments provided for in this Agreement.

12.08 An employee who is unable to report to work as scheduled for any reason must advise their supervisor at the earliest possible time before the commencement of their shift. Employees who fail to advise of their absence without giving a bona fide reason will be liable for appropriate disciplinary action.

12.09 Employees may receive time off in lieu of monies owed for overtime hours worked. The recording of the lieu time hours will be in accordance with article 12.03. An employee wishing to use lieu time must give their Manager or Supervisor at least a weeks notice of intention **and** receive written approval from their supervisor. A special form will be made available.

12.10 Goodwill will make every reasonable effort to arrange schedules which allow a fair and equitable distribution of time off to meet the needs of employees.

- (a) Goodwill will endeavour to arrange weekly schedules so that full-time employees will whenever possible have *two* (2) consecutive days off, or on a split basis, if requested, however it is understood that in cases of emergency or for some specific work assignment it may not be possible to attain this goal. To this end employees may provide management with a request for preferred days off by

no later than 9:00 a.m. on the Monday in respect of the following calendar week. Management will make a sincere effort to schedule employees in accordance with their requests, and will take seniority into consideration when completing the schedule, and subject to the need to maintain efficient staffing.

(b) Goodwill will make a sincere effort to schedule employees so that they receive two (2) week-ends off in a four (4) week period if requested.

12.11 A full time employee who has left the store after completion of his or her regular shift and is called back to work shall receive a minimum of four (4) hours pay at his or her straight-time hourly rate.

12.12 A full time employee who is called into work shall receive a minimum of five (5) hours pay at his or her straight-time hourly rate with the exception of meetings where the minimum shall be four (4) hours pay at his or her straight-time hourly rate.

12.13

(a) Time schedules for full time and part time employees will be posted by noon Monday for the following week. Such schedule is for the information of the employees and may be subject to change. Management will endeavour not to change the schedule once it is posted.

(b) In the interests of good working relationships Management will consult with employees and mutually agree on changes before revising the schedule.

ARTICLE X111: WAGES

13.01 During the term of this Agreement, Goodwill and the Union agree that all payments of wages will be made in accordance with the wage rates set forth in Schedule "A" hereto which is hereby made a part of this Agreement.

ARTICLE XIV: TEMPORARY CLASSIFICATION ASSIGNMENT

14.01 Any employee who for the convenience of Goodwill is temporarily assigned for a period of half a regular shift performing the full responsibilities of another job for which the rate of pay is different from that in effect for such employee's regular job shall be paid while so employed as follows:

(a) if the rate of pay for the job to which the person transferred should be less than the employee's regular pay they will receive their regular rate of pay;

(b) if the rate of pay for the job to which the employee assigned should be higher than their regular pay, they will be entitled to receive the rate of pay for the job to which they are temporarily assigned.

(c) It is agreed that split shifts will not be introduced

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14.02 An employee who, for personal convenience or benefit is temporarily transferred to another job instead of being laid off due to lack of work, breakdown of machinery or other like cause, shall be paid the applicable rate for the job to which they are transferred and while so employed.

ARTICLE XV: LEAVE OF ABSENCE

15.01 Compassionate Leave

Goodwill agrees to allow employees leave of absence without **loss** of regular pay for time necessarily lost from work during the three (3) days next following the death of a member of the employee's immediate family for the purpose of arranging and/or attending the funeral. "Immediate family" is defined as husband or wife, mother or father, grandmother or grandfather, son or daughter, brother or sister, mother or father in law, sister or brother in law. Established common-law relationships over one (1) year will be recognized.

Goodwill agrees to allow employees one day's leave of absence without **loss** of regular pay for time necessarily lost from work for the purpose of attending the funeral of other relatives, including relatives by marriage.

ARTICLE XVI: RETIREMENT

16.01 It is Goodwill's policy that employees officially retire at the end of the month following their sixty-fifth (65) birthday; however, management reserves the right and discretion to grant extensions in certain cases beyond age sixty-five (**65**).

ARTICLE XVII: HEALTH AND WELFARE

17.01 Sick Leave

After three (3) months of continuous service, full time employees shall be eligible for the following two separate programmes of sick leave:

(a) **Casual Sick Pay**

Employees shall accumulate sick leave benefits at the rate of one (1) day for the first two (2) months of the service, and one-half day per month for the balance of 10 months in any year up to a total of seven days. The maximum casual sick leave accrual at any time will be eighteen (18) days.

(b) **Major Illness Policy**

Employees shall accumulate major illness credits at the rate of one and one-quarter (1 1/4) days per month up to a maximum accrued credit of seventy-five (75) days. Such credits can only be applied to a fully substantiated illness as determined by Goodwill which would normally involve a period of hospitalization. Benefits will be paid after a one (1) week waiting period and shall be calculated as follows:

- (i) during the first three (3) weeks of entitlement following the one (1) week waiting period described above, an employee who qualifies shall be paid their normal pay computed at the normal hourly rate and basic weekly hours for hours lost from work.
- (ii) during the following weeks, an employee who qualifies shall be paid seventy-five percent (75%) of their normal pay computed at the normal hourly rate and weekly hours for any remaining balance of entitlement.
- (iii) Any other benefits of a similar nature received by an employee from other sources in relation to the same illness shall be applied to reduce the employee's claim for payment.
- (iv) After 12 months of service an employee on pregnancy leave will be entitled to receive a maximum of 5 days casual sick pay and 5 days major sick pay during the first 2 weeks of their sick leave. Employees who do not have the maximum accrued sick leave will receive a partial payment covering the first two (2) weeks of pregnancy leave based on the credit balance outstanding in each of the sick pay plans.

17.02

Hospital Insurance

At this time an employer paid health levy has replaced the 100% employer paid OHIP premiums. Should the premium method be re-enacted at anytime it is agreed that Goodwill will be responsible for paying the full amount applicable to hospital premiums.

ARTICLE XVIII:

**PENSION PLAN, GROUP LIFE INSURANCE &
MAJOR MEDICAL INSURANCE**

18.01

(a) Goodwill acknowledges that there are in existence certain benefit programs available to all full time employees who have completed their probationary period. Goodwill agrees to continue to pay that portion of the premium in respect of those programs as it presently pays in order to maintain at least the present benefit level as covered by written Goodwill policy. Goodwill further agrees that in addition to the pension plan outlined in the employee handbook, an RRSP payroll deduction plan fully funded by employee contribution will be available to all full time employees. However in no event shall Goodwill be deemed to be an insurer in respect to the benefit described in such policy or programs and the terms of the policies themselves are hereby incorporated by reference as part of the Agreement. Goodwill agrees to provide the Union with a copy of such plans and policies upon request.

Effective March 23, 1996, part-time employees are eligible for specific benefit coverage (50% of the vision care benefit and 50% of the cost of approved prescription drugs) for the employee's use only. To qualify, part-time employees must work at least 624 hours in the first six month period to be eligible to enroll in this benefit plan for the next six month period. The six month periods begin February and August.

(b) The vision care benefit will provide a maximum of one hundred and fifty dollars (\$150) every 24 months towards the purchase of approved vision care.

(c) Goodwill agrees to provide a plastic identification card for each employee enrolled in the major medical plan which will allow them to obtain approved prescription drugs at no cost from participating pharmacies in Canada. The card must be returned when the employee leaves Goodwill.



(d) The Accidental Death and Dismemberment policy will cover the spouse and dependent children of employees for the amounts specified in the benefit booklet supplied by Goodwill.

(e) Goodwill agrees to maintain all benefits the employee is enrolled in while on medical leave for the length of the employee's seniority or up to one (1) year, whichever is the shorter.

18.02 Dental Plan

For all full time employees who have completed their probationary period. Goodwill will pay one hundred percent (100%) of the total premium for a dental plan which provides benefits at least equivalent to the Blue Cross Basic Dental Plan Number 7 which will include Periodontal, Endodontics, and Prosthetic Services procedure codes as detailed in the list supplied to the Union. It is understood that employees' dental bills will be reimbursed at fifty-five percent (55%) of the agreed O.D.A. Schedule of Fees) for dental work covered by the plan. The creation and repair of dentures with a maximum of \$1,500 for each individual is covered annually and subject to 50% reimbursement of the agreed O.D.A. Schedule of Fees.

During the course of this contract, on April 1 in each year employees will be reimbursed at the agreed percentage of the current O.D.A. Schedule of Fees. It is agreed that the reimbursement of O.D.A. Schedule of Fees during any year could be amended from April 1 to October 1 by giving the union three months notice of intention.

Effective April 1, 1994, the reimbursement of dentist's bills covered by the plan will increase from 55% to 60% for all approved procedures excluding procedures relating to dentures. Effective February 1, 1995 the reimbursement will increase from 60% to 65%.

ARTICLE XIX: SAFETY

19.01 Safety

Goodwill and the Union recognize the importance of effective safety policies, procedures and equipment to safeguard the welfare of employees. It is agreed that Goodwill and the Union will follow the Ontario Occupational Health & Safety Act and other safety legislation which may be enacted. It is agreed that Goodwill will have absolute discretion in determining those employees who may be eligible to receive an allowance towards safety footwear. To this end Goodwill agrees to reimburse employees once yearly on proof of purchase 100% of the cost of one pair of safety shoes or boots up to a cost of \$90 annually.

ARTICLE XX: GENERAL

20.01 Goodwill agrees to permit the Union to post notices of meetings and other Union business and affairs on a bulletin board provided by Goodwill for such purposes. It is agreed however, that such notices must first be approved by Goodwill.

ARTICLE XXI: TERMINATION

21.01 This Agreement shall remain in full force from ~~February 1, 1996 to January 31, 1999~~ and from year to year thereafter, unless in any year not more than ninety (90) days and not less than thirty (30) days before the day of its termination either party shall furnish the other with notice of termination of or proposed revision of this Agreement.

Dated this _____ day of _____, 1996 at Toronto, Ontario.

IN WITNESS WHERE OF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives as of the date and year first above written.

GOODWILL INDUSTRIES OF TORONTO

TEAMSTERS LOCAL UNION NO. 847

Schedule A1

THIS IS SCHEDULE "A" TO AN AGREEMENT BETWEEN GOODWILL INDUSTRIES OF TORONTO AND TEAMSTERS LOCAL UNION NO. 847 DATED....., 1996.

RATES FOR EMPLOYEES HIRED AFTER FEBRUARY 1, 1996

<u>CLASSIFICATION</u>	<u>JOB TITLE</u>	<u>EFFECTIVE DATE</u>	<u>START</u>	<u>3 MONTH</u>	<u>12 MONTHS FROM DATE OF HIRE</u>
1	Salesclerk	February 1/96	7.50	8.25	8.68
		February 1/97	7.65	8.42	8.86
		February 1/98	7.80	8.59	9.03
2	Sr. Salesclerk Distributio Clerk	February 1/96	8.25	8.79	9.38
		February 1/97	8.42	8.96	9.57
		February 1/98	8.59	9.14	9.76
3	Part-Time Salesclerk	February 1/96	7.06	7.18	7.43
		February 1/97	7.20	7.32	7.62
		February 1/98	7.35	7.47	7.81

Scheduled 2A

ADDITIONAL ITEMS

1. The parties acknowledge that the ratification date of this Agreement was March 23, 1996 and that all improvements unless specified otherwise are effective as at that date, save and except for wages which shall be paid retroactively to February 1, 1996 for all hours worked by employees on record at March 23, 1996.
2. It is agreed that all employees in the bargaining unit will receive pay cheques on Thursday morning. It is agreed and understood that the receipt of pay cheques may be changed when Goodwill institutes a direct deposit payroll system scheduled for 1994. The union will be given ample notice.
3. Goodwill agree to continue the Store Discount policy for employees at present in force. Any amendment will be mutually negotiated at a labour/management meeting.
4. It is understood by both parties that an employee handling the cash register will not be responsible for shortages if more than one employee is handling the cash.
5. The parties to this agreement recognize the operational difficulties caused by employee absenteeism and use of sick leave, resulting in lost productivity, increased costs, and customer dissatisfaction. In an effort to reduce the amount of absenteeism it is agreed that the union will participate in developing a constructive deterrent program, and full details will be decided at the regular monthly meetings of the Shop Stewards, Business Agent and Management. To assist in determining guidelines for the program Goodwill will maintain accurate records of individual employee absences. If there is disagreement in the administration or interpretation of the program it is understood that this may be referred to the grievance procedure.
6. It is agreed that protective outerwear will be made available to staff engaged in processing work who are exposed to cold, rainy or inclement weather conditions. It is agreed that supplied outerwear will not be removed from Goodwill premises. The type of clothing supplied will be at the discretion of Goodwill.

LETTER OF UNDERSTANDING

Teamsters Local 847
Attention: Anna Parulisini, Business Agent

Re: Collective Agreement - between Goodwill Industries of Toronto and
Teamsters Local 847 expiring January 31, 1999.

In accordance with the memorandum of settlement respecting our collective agreement detailed above we are pleased to confirm the following:

1. Lunch Room

During the next twelve (12) months Goodwill will endeavour to upgrade lunch room areas at both existing and new store locations where space is available. This will include a review of refrigerators and other equipment, and we will attempt to gradually improve the eating facilities available for employees.

2. Union/Management Meeting

With the clear intent of maintaining and improving a cordial working relationship it is agreed that a minimum of eight (8) meetings will be held annually. It is hoped that the discussions will cover not only problem solving issues but creative and effective ways to improve store profitability and customer satisfaction.

Yours very truly,

Greg Wetmore,
Executive Vice President
GOODWILL INDUSTRIES OF TORONTO

LETTER OF UNDERSTANDING

Teamsters Local 847
Attention: Anna Parussini, Business Agent

Re: Collective Agreement - between Goodwill Industries of Toronto
and Teamsters Local 847 expiring January 31, 1999.

In accordance with the memorandum of settlement respecting our collective agreement detailed above we are pleased to confirm the following:

1. Banking

It is Goodwill's intent that the Manager or Assistant Manager will normally perform the daily banking accompanied by another member of the sales staff. Where this is not possible the Senior Salesclerk accompanied by another member of the sales staff must assume banking responsibilities. Every effort will be made to perform banking during normal work hours.

Yours very truly,

Greg Wetmore,
Executive Vice President
GOODWILL INDUSTRIES OF TORONTO

LETTER OF UNDERSTANDING

Teamsters Local 847
Attention: Anna Parulisini, Business Agent

Re: Collective Agreement - between Goodwill Industries of Toronto and Teamsters
Local 847 expiring January 31, 1999

This letter will confirm our understanding with respect to the use of individual store and Goodwill seniority in the event of a lay-off.

It is agreed that where an employee has been transferred to another store location to meet the operational needs of Goodwill and a subsequent lay-off should occur in their new store the following will apply:

1. The Sales Director, Vice President, Operations, and the Human Resources Division will jointly give high priority to finding a new location for the displaced employee. It is expected without giving any absolute guarantee that this review process will resolve the problem.
2. In the unlikely event that an immediate opening cannot be found we will endeavour to find casual work for the employee in their own or a nearby store as close as possible to their residence which offers the normal amount of hours usually worked.
3. If everything else fails they will receive prime consideration for the first opening that becomes available in any store subject to the normal posting procedure.

Yours very truly,

Greg Wetmore,
Executive Vice President
GOODWILL INDUSTRIES OF TORONTO

LETTER OF UNDERSTANDING

Teamsters Local Union 847
Attention: Anna Parusini, Business Agent

Re: Collective Agreement between Goodwill Industries of Toronto and
Teamsters Local Union 847 expiring January 31, 1999.

This letter will confirm our position relating to contracting out any part of its operations to others.

As a social service non-profit organization committed to providing vocational rehabilitation services to people with disabilities and employment barriers our major objective is to maintain and enhance our programs. With the excellent relationships established with the union over the years we believe that we have demonstrated a desire to build an effective model of industrial harmony based on mutual trust and respect. With the first priority being to achieve our Statement of Purpose the Board do not feel they can commit themselves to any course of action which could potentially conflict with our mission and with our Charter of Incorporation.

While not being prepared to give any absolute assurance on job security we are willing to discuss any major changes which may be required in the workforce from time to time. The security of members of the unit will always rate high in our deliberations. This has been evident in the fair and reasonable actions we have taken regarding any movement or changes in our operations.

We are pleased to state without reservation our clear intent to seek advice and recommendations from the Union. This process of mutual consultation will allow us to make the best decisions possible on retaining jobs within Goodwill.

Yours very truly,

Greg Wetmore,
Executive Vice President
GOODWILL INDUSTRIES OF TORONTO

LETTER OF UNDERSTANDING

BETWEEN:

GOODWILL INDUSTRIES OF TORONTO
TORONTO, ONTARIO

(hereinafter called the "Company")

AND

LAUNDRY AND LINEN DRIVERS AND INDUSTRIAL WORKERS
LOCAL 847

(hereinafter called the "Union")

Re: Definition of Employees

We wish to confirm mutual agreement of the Company and the Union regarding the definition of casual employees and the condition of their employment.

It is agreed that for the purpose of this Agreement, a casual employee is an employee of the employer who is normally expected to work for not more than eight (8) hours per week and are not covered by the terms of this agreement. A weekly dues/contribution structure will be devised by the Union to cover those employees who work in excess of seven (7) hours weekly, and the Union will be committed to the Union monthly. No initiation fee will be paid by this group of workers until they are hired as a regular part-time or full-time employee.

I further agreed that the Employer shall not utilize casual employees in any manner to adversely affect the employment opportunities for full-time or part-time employees.

Yours very truly,

Greg Wetmore,
Executive Vice President
GOODWILL INDUSTRIES OF TORONTO

LETTER OF UNDERSTANDING

Teamsters Local 847
Attention: Anna Parussini, Business Agent

**Re: Collective Agreement between Goodwill Industries of Toronto and Teamsters
Local 847 Expiring January 31, 1999**

This letter will confirm our understanding with respect to the use of temporary workers.

Goodwill experiences peak donation periods resulting in a need to process goods beyond our normal staffing capacity. It is Goodwill's practice to offer additional work hours to employees within the retail bargaining unit to meet this need for additional production during these peak donation periods. These periods typically coincide with vacation seasons. Employees are not always able to or do not want to work the additional work hours offered.

The nature of Goodwill Industries as a non profit second hand retailer is driven by our mission to provide effective training and employment programs for people facing employment barriers. Goodwill is committed to giving individuals with an opportunity for growth and learning. In keeping with this conviction, individuals with employment barriers are recruited for temporary work assignments to gain practical work experience through our vocational rehabilitation services employment program, Action Teams.

Goodwill will use the services of our temporary agency workers exclusively when additional work is available and performance of such work will not adversely affect the employer opportunities for full or part time employment employees. Goodwill Action Teams will remit a mutually agreed upon percentage of wages to Teamsters.

We are pleased to recognize the ongoing role of the union as a valued partner in meeting our mission goals and objectives.

GOODWILL INDUSTRIES OF TORONTO

LAUNDRY AND LINEN DRIVERS AND
INDUSTRIAL WORKERS, LOCAL 847

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

DATED 'HIS _____ DAY _____, 199

WELCOME TO GOODWILL INDUSTRIES OF TORONTO

When you have completed your three month probationary period, you will become eligible to enroll in our company benefits through BLUE CROSS INSURANCE COMPANY. Some of these benefits are optional and others are compulsory. Here's a brief explanation of the benefits and some forms for you to complete and return to the Human Resources Department for processing.

LIFE INSURANCE POLICY

This is a compulsory benefit. You will be insured for twice (2x) your annual salary. Goodwill pays approximately 95% of the monthly premium with a small portion paid by yourself. This is deducted from your pay cheque once a month. (Between \$2.00-\$4.00)

EXTENDED HEALTH CARE

This is a compulsory benefit unless you are covered through your spouse. It provides various health coverages such as: Prescriptions-100%; Vision Care-\$150.00 towards eyeglasses or contact lenses every 24 months; Semi private hospital room coverage & Out of Province Medical Coverage while travelling out of the province of Ontario. (No monthly charge to you)

DENTAL PLAN

This is an optional benefit which provides 65% coverage on basic dental services such as visits, cleanings, X-rays fillings, extractions, periodontal work. There is 50% coverage on some Major work such as crowns, bridge work or dentures. There is no monthly charge to you.

SICK DAYS

Sick days are accumulated on a monthly basis in two (2) categories:

Casual Sick days accumulate at ½ days per month to a maximum of 18 days - used when you are ill from 1 to 5 days.

Major Sick days accumulate at 1 1/4 days per month to a maximum of 75 days. These days are used when you are ill for more than 5 consecutive days and commences at the sixth day. For the first 3 weeks (15 days) on Major Sick you will receive 100% pay and 75% for the remainder of the days.

VACATION DAYS

After one full year of service you are entitled to two weeks vacation with pay. The vacation year goes from July 1st to the following June 30th when vacation time is calculated.

BIRTHDAY

You are entitled to a day off for your birthday to be taken within the six month period following your birthday.

STATUTORY HOLIDAYS

You will be paid for statutory holidays as long as you work your scheduled work day before & after the holiday.

EMPLOYEE ASSISTANCE PROGRAM..This is a confidential service co-ordinated our Health & Safety Services & is there to provide employees assistance with any difficulties they may be experiencing which impact on your ability to work.

CHRISTMAS SAVINGS PLAN

You may join this savings plan after 3 months offering payroll deduction of an amount that is determined by you. This money goes into a bank account until end of November at which time you receive a cheque in the amount of money saved, plus interest.

CANADA SAVINGS BONDS

May be purchased through a payroll deduction plan commencing each November and receive the bonds the following October.

UNION

It is compulsory that you join the union. Deductions come from your pay cheque automatically towards monthly dues. An initiation fee is deducted following successful completion of a three month probationary period.

SAFETY WORK BOOTS

There is an allotment of \$90.00 toward the purchase of safety boots for those employees who are required to wear them.

PAYROLL

We are paid bi-weekly through direct deposit payroll. We will require your banking information the time of hire.

STORE DISCOUNT

After one month of service, you are entitled to a discount when purchasing items at one of the Goodwill stores. Your identification badge will be needed to qualify for the discount: 25% on clothing; 10% on hard goods.

COMPANY PENSION PLAN

This is an optional benefit and you are eligible to join after one full year of service. This is an equal employee/employer contribution plan.