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**COLLECTIVE AGREEMENT**

**-BETWEEN-**

**SUMMIT FOOD SERVICE DISTRIBUTORS,  
DIVISION OF COLABOR LP**  
in London, Ontario

**-AND-**

**TEAMSTERS, UNION LOCAL NO. 879**  
Affiliated with the International Brotherhood of Teamsters.

**EXPIRY DATE: MARCH 31, 2013**

13296(02)

COLLECTIVE AGREEMENT

between

SUMMIT FOOD SERVICE DISTRIBUTORS, **DIVISION OF COLABOR LP**  
in London, Ontario

(hereinafter referred to as the "Company")

and

TEAMSTERS, UNION LOCAL, NO. 879  
Affiliated With the International Brotherhood of Teamsters

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

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ARTICLE 1    PURPOSE

- 1.1    The purpose of this Agreement is to set forth the terms and conditions of employment for employees of Summit. Summit and the Union have agreed in the course of ongoing discussions that cooperation between the Union and Summit is essential for the long-term viability of Summit **as** a going concern at this location. The parties also recognize that it is essential to ensure initial and ongoing working conditions at this location which will promote harmonious and stable relations.

Summit and the Union agree that a co-operative environment, within which the employees, Union and Summit can work productively, avoiding confrontation, is in the best interests of the employees, the Union and Summit.

It is further recognized by both parties that the Company must be profitable at this location. This can be achieved by maintaining high operational efficiency and productivity, obtaining high quality and achieving continuing and ongoing improvement.

Through its profitability, Summit will be able to provide stable employment; equitable treatment and, within Summit's ability to pay, competitive compensation recognizing the employees' ability **and** contribution; and a safe workplace.

ARTICLE 2    RECOGNITION

- 2.1    The Company recognizes the Union **as** the bargaining agent for all its employees in the City of London save and except supervisors, persons above the **rank** of supervisor, office and sales staff.
- 2.2    It is understood by the parties that all new employees covered by this Agreement shall become members in good standing of the Union.
- 2.3    Work of the bargaining unit, currently being done by non-bargaining unit personnel shall continue as in the past and shall include work done for the purpose of training or in the case of an emergency. However, such work shall not have the effect of reducing the regular hours of bargaining unit personnel.

ARTICLE 3    RELATIONSHIP

- 3.1    The Company and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members because of an employee's activity or lack of activity in the Union.

- 3.2 The Union further agrees that there will be no Union activities on the premises of the Company, except **as** specifically permitted by this Agreement or in writing by the Company. It is understood the Business Representative of the Union shall be allowed to enter the Company's premises to deal in the administration of the Agreement, provided he does not interfere with the normal operations of the Company and notifies management upon **his** arrival.
- 3.3 The Company agrees not to enter into any Agreement or Contract with its employees individually or collectively which in any way conflicts with the terms and conditions of this Agreement.
- 3.4 a) All employees in the bargaining unit shall be required, **as** a condition of employment, to maintain their payment of regular monthly Union Dues during the Lifetime of this Agreement.
- b) All employees hired shall authorize the Company to deduct **an** amount equal to the Local Union Initiation Fee in instalments of \$25.00 per week, after the completion of the probationary period. This deduction shall continue until the Initiation Fee is paid in full. The Company agrees to remit such monies so deducted to the office of the Local Union along with a list of the employees from whom the money was deducted at the same time **as** the Union Dues are remitted.
- 3.5 The Company shall deduct **from** the pay of each employee (including probationary employees) required to pay Union Dues **as** set out in Article 3.4 a) hereof, the regular monthly Union Dues of the Union.
- 3.6 The Company will, at the time of making remittance to the Union, specify **the** employees from whose pay such deductions were made.
- 3.7 The Checkoff and cheques for the Union deductions must be in the office of the Local Union not later than the tenth (10th) day of the month following the month in which the monies were deducted. If the Checkoff and cheque have not arrived by the tenth (10th) day of the month, the Local Union Secretary Treasurer will notify the Company who will ensure that the cheque is remitted within (7) days of receipt of the notification.

#### ARTICLE 4 MANAGEMENT RIGHTS

- 4.1 The Union agrees that it is the sole exclusive function of the Company:
- a) maintain order, discipline and efficiency;

- b) hire, discharge, direct, classify, transfer, promote, demote, layoff and suspend or otherwise discipline employees subject to the provisions of this Agreement provided that a claim of discriminatory promotion, demotion or layoff or that an employee has been suspended or discharged without just cause may be treated as a grievance as provided under the Grievance Procedure;
- c) make, maintain and enforce rules and regulations not inconsistent with the provisions of this Agreement, governing the conduct of the employees; and
- d) generally to manage the industrial enterprise and without restricting the generality of the foregoing, to determine the number of personnel required from time to time, the standards of performance for all employees, the methods, procedures, machinery and equipment to be used, schedules of work and all other matters concerning the Company's operation not otherwise specifically dealt with elsewhere in this Agreement.

#### ARTICLE 5 STRIKES AND LOCKOUTS

- 5.1 During the term of this Agreement the Union agrees that there will be no strike and the Company agrees that there will be no lockout.
- 5.2 The Union agrees that it will not condone, cause or direct any slowdown or strike or any form of collective action that will interfere with or impair production or the orderly operation of the Company's business. Any employee(s) participating in any such strike, slowdown or other action that will interfere with or impair production or orderly operation of the Company's business will be subject to discipline including discharge.
- 5.3 It shall not be a violation of this Agreement for the employees covered hereunder to refuse to cross a picket line, where such crossing would probably result in personal injury or damage to the vehicle.

#### ARTICLE 6 REPRESENTATION AND GRIEVANCE PROCEDURE

- 6.1 The Company acknowledges the right of the Union and agrees to allow, the election or appointment of two (2) Stewards and if the operations are such as cannot be covered by two (2) Stewards, one (1) additional Steward may be elected or appointed.
- 6.2 The Union will inform the Company in writing of the name of the Steward(s) and of any subsequent change in Steward(s). The Company shall not recognize any Steward(s) until such notification has been received. In the event of the election or appointment of more than one (1) Steward, the Company will recognize that Steward designated as Chief Steward by the Union.

- 6.3 a) It is the mutual desire of the parties hereto that complaints of employees shall be adjusted **as** quickly **as** possible and it is understood that **an** employee has no grievance until he has first given the Company an opportunity of adjusting his complaint.
- b) When an employee is called into a meeting with a management person to investigate the employee's alleged misconduct or to impose discipline upon him, the employee will be asked if he/she wishes a Union Steward to be present and, if **so**, a Steward will be present during the meeting.
- 6.4 **STEP # 1.** If **an** employee **has** any complaint or question which he wishes to discuss he/she shall take the matter up with his/her immediate supervisor within five (5) working days after the circumstances giving rise to the complaint have originated or occurred and failing settlement it may then be taken up **as** a grievance within five (5) working days following advice of the immediate supervisor's decision. Failing settlement, then:
- STEP # 2.** The employee, who may request the assistance of the Steward, may present **his** /her alleged grievance to the **Director of Operations**. The grievance shall be in writing **on** a grievance form and shall include the nature of the grievance, the remedy sought and the section **or** sections **of** the Agreement which are alleged to have been violated; the **Director of Operations** shall deliver his decision in writing within five (5) working days following settlement. Failing settlement then :
- STEP # 3.** Within five (5) working **days after** the decision in Step # 2 is given, the grievor, who may request the assistance of the Steward, may submit the grievance in writing to the **Senior Director of Operations** or his/her designate. A meeting will then be held between the **Senior Director of Operations** or his/her designate and the Business Agent who may be assisted by a Steward. The decision of the **Senior Director of Operations** or his/her designate shall be delivered in writing within five (5) working days. **It** is understood that the **Senior Director of Operations** and/or his/her designate may have such counsel and assistance **as** he may desire at any such meeting.
- 6.6 Failing a settlement under Step # 3 of any difference between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question **as** to whether a matter is arbitrable, such difference may be taken to Arbitration **as** hereinafter provided. **If** no written request for arbitration is received **within thirty (30) full working days** after a decision in Step # 3 is given, the grievance shall be deemed to have been withdrawn.
- 6.7 Any complaint **or** grievance arising directly between the Company and the Union shall be originated under Step # 3 within ten (10) calendar days after the circumstances giving rise to the complaint have originated or occurred.

- 6.8 In all steps of the Grievance Procedure, where no written answer has been given within the time limit specified, the employee(s) concerned, the Union or the Company, as the case may be, shall be entitled to submit the grievance to the next step of the Grievance Procedure.
- 6.9 The Company guarantees that Union Stewards shall not suffer any loss in pay for attending to grievance matters, up to but not including arbitration. Furthermore, the Company guarantees that Union Stewards on the Negotiating Committee will not suffer any loss in pay during all steps of negotiations.
- 6.10 All monetary grievances that are mutually agreed upon shall be paid the following pay period.

#### ARTICLE 7 DISCIPLINE AND DISCHARGE

- 7.1 The discipline or discharge of a probationary employee will not be subject to the Grievance Procedure. A claim by an employee who has completed his probationary period that he has been discharged without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Company at Step 2 within five (5) calendar days after the discharge is announced.
- 7.2 All penalties and reprimands will be issued within ten (10) working days of the time the incident becomes known to the Company's management (Saturdays, Sundays and Statutory Holidays excluded). Where this time limit cannot be met, the Company will contact the Union with the reason for the delay. A copy of discipline pertaining to suspension or discharge will be copied to the Union.
- 7.3 The Company will notify the Union by fax or phone prior to the suspension or discharge of a Steward.
- 7.4 On a one-time only basis, any driver who loses his driving privileges under the law shall automatically be granted a leave of absence of up to twenty-four (**24**) months without loss of seniority, but without entitlement to, or payment by the Company of, the other benefits of this Agreement. The Company and the Union will meet to discuss alternative work, but no other employee will be laid off because of granting such alternative work. However, drivers convicted of *drunk*, impaired or negligent driving while operating a Company rented or leased vehicle may be discharged regardless of seniority or other consideration.
- 7.5 All notices of discipline shall be removed from the employees' file after 18 months, provided no **further** disciplinary action of a similar nature has taken place. Only those notices pertaining to preventable vehicle accidents are excluded.



- 7.6 a) Failure to notify the Company of intent to be absent from work at least one (1) hour before the regular starting time unless there is a reasonable explanation for such failure:
- 1<sup>st</sup> offence - verbal
  - 2<sup>nd</sup> offence - written
  - 3<sup>rd</sup> offence - 1 day off
  - 4<sup>th</sup> offence - 3 days off
  - 5<sup>th</sup> offence - subject to dismissal
- b) Reporting late for work without reasonable explanation:
- 1<sup>st</sup> offence - verbal
  - 2<sup>nd</sup> offence - written
  - 3<sup>rd</sup> offence - 1 day off
  - 4<sup>th</sup> offence - 3 days off
  - 5<sup>th</sup> offence - subject to dismissal

## ARTICLE 8      ARBITRATION

- 8.1 a) STEP # 1. Should the parties fail to reach satisfactory settlement in the preceding steps, the final settlement of the grievance may be submitted to an arbitration board as outlined below. Before submitting the grievance to arbitration, the dispute shall, if mutually agreed, be brought to the attention of an Ontario Provincial Grievance Panel, established for this purpose by the Company and the Local Union(s). The Ontario Provincial Grievance Panel will render a decision, unless it is deadlocked, which shall be final and binding and have the same judicial powers as a Board of Arbitration established under the following provisions. This Ontario Provincial Grievance Panel shall be comprised of four (4) persons, two (2) of whom shall be selected from management and two (2) from the Local Union(s); in the event four (4) persons are not available, the Ontario Grievance Panel shall be comprised of two (2) persons, one (1) of whom shall be selected from management and one (1) from the Local Union(s).

It is further agreed that the Company and the Local Union(s) shall name only experienced representatives who are engaged in the day-to-day administration of Agreements as nominees to the Ontario Provincial Grievance Panel as required. It is understood that in the selection of the representatives the Company will not name a representative from the Company involved nor will the Union name a representative from the Local involved.

It is further agreed that in the event that any Ontario Provincial Grievance Panel is unable to render a majority decision, the grieving party must within fourteen **(14)** calendar days of the date of the Ontario Provincial Grievance Panel declares **a** deadlock, unless they wish to withdraw the grievance, proceed to arbitration as outlined in Article **8**.

#### Dates for the Ontario Provincial Grievance Panel

The coordinator of the Panel will arrange with the Company and the Union(s), a mutually satisfactory date for hearings when a sufficient number of cases constitute a full docket. If in the view of the parties, a special hearing is required to address **a case(s)** even though a full docket has not been reached, the coordinator of the Panel will arrange a special hearing.

- b) When either party requests that any matter be submitted to arbitration **as** heretofore provided, it shall make such request in writing addressed to the other party to this Agreement, and **at** the **Same** time nominate **an** Arbitrator. Within five (5) working days thereafter, (all postal dates will be the determining factor to define the five **(5)** days) the other party shall nominate an Arbitrator; provided, however, that if such **party** fails to nominate an Arbitrator as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking arbitration procedure. The two Arbitrators **so** nominated shall attempt to select by agreement a Chairman of the Arbitration Board. If they are unable to agree upon such a Chairman within a period of three (3) working days, they shall then request the Minister of Labour for the Province of Ontario to appoint an impartial Chairman. If both parties agree, a single Arbitrator may be appointed to hear the grievance.

- 8.2 No person may be appointed **as** an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 8.3 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 8.4 The Arbitration Board shall not be authorized to make **any** decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 8.5 The proceedings of the Arbitration Board will be expedited by the parties hereto, and the decision of the majority and where there is no majority, the decision of the Chairman will be final and binding upon the parties hereto and the employee or employees concerned.
- 8.6 Each of the parties hereto will bear the expense of the Arbitrator appointed by it and the parties will jointly bear the fees and expenses of the Chairman of the Arbitration Board.

- 8.7 The time limit(s) fixed in both the Grievance and Arbitration Procedures may be extended by mutual consent of the parties to this Agreement.

ARTICLE 9 SENIORITY

- 9.1 a) Seniority shall be exercised Bargaining Unit wide. The purpose of seniority is to provide a policy governing work preference layoffs and recalls. It is agreed and understood that shift preference is at the commencement of the **shift**, and that employees may be required to work in various workstations during the shift. Warehouse employees shall be able to bid on warehouse positions when business conditions warrant, not less **than** January and June of each year.
- b) Seniority is the relative ranking of employees within the Company established by the length of continuous service with the Company since the date of last starting to work. **An** employee will be on probation until he has completed ninety (90) days worked **at** full capacity. Upon completion of such probationary period, the employee's name shall be placed on the seniority list and credited with ninety (90) days **seniority**.

An employee shall loose all seniority and be deemed to have quit if he:

- a) voluntarily quits his employment
- b) is discharged and is not reinstated through the Grievance or Arbitration Procedure;
- c) absents himself from work for any number of days unless a reason satisfactory to the Company is given by the employee;
- d) if an employee has been laid off and not employed elsewhere and **has** refused to return to **work** within twenty-four (**24**) hours after being contacted personally. When the employee can not be contacted or is employed elsewhere, then the Company will notify the employee by Registered Mail to his last known address to return to work and he will be allowed no more than seven (7) consecutive days from the date of notification to report for duty;
- e) fails to return to work upon termination of an authorized leave of absence without reason satisfactory to the Company or utilizes a leave of absence for purposes other than those of which the leave of absence may be granted.
- f) is absent due to layoff for a period in excess of eighteen (**18**) months.

- 9.3 It shall be the duty of the employee to notify the Company promptly of any change in address. If an employee fails to do this, the Company will not be responsible for failure of any such notice to reach such employee.
- 9.4 In all cases of promotion (other than appointments to positions outside the scope of the bargaining unit), layoff and recall from layoff the following factors are to be considered:
- a) seniority;
  - b) skill, ability, qualifications and job efficiency;
  - c) part-time and probationary employees shall be laid off first and will be the last to be recalled from layoff.

Where the factors in (b) are relatively equal in the opinion of the Company, which shall not be unreasonably exercised, seniority shall govern providing the employees affected have the requirements to perform the work in question.

- 9.5 Employees promoted to supervisory positions or positions not subject to this Agreement will retain their seniority after promotion for a **period** of ninety (90) days only. If demoted for any reason or if they voluntarily request reinstatement to their former position the time served in the supervisory position shall be included in their seniority rating. Such employee shall forfeit any and all recourse to the grievance procedure **as** outlined in this Agreement should he/she be subsequently discharged in such a position beyond the jurisdiction of this Agreement. This Article is to be applied only once for any employee during the term of this Agreement.
- 9.6 A seniority list will be posted on the bulletin board and will be revised every three (3) months. Copies will be forwarded to the Local Union.
- 9.7 In all lay-offs where the qualifications of an employee are questioned by the Company, such employee will immediately be given the opportunity to perform the work in question to determine if he is qualified.

## ARTICLE 10    JOB POSTING

- 10.1 When a vacancy occurs, such vacancy will be posted on the bulletin board and shall remain posted for a period of five (**5**) working days and eligible employees will have the right to bid for the position. The Company shall award the position within 5 working days following the expiry of the posting, and the successful candidate will be placed into the posted position within seven (7) working days of the expiry of the posting. The results of filling vacancies shall be put on the bulletin board and a copy of this will be given to the Union Steward.

- 10.2 Temporary full-time vacancies, i.e., continuous full-time positions, known to be forty-five (45) days or less will not be posted, then the position must be offered to a seniority employee. Other full-time vacancies do not have to be posted if mutually agreed by the Company and the Union.
- 10.3 Any employee accepting a job posting must remain in that posting for a period of one hundred and eighty (180) calendar days before rebidding on any other posting.

**ARTICLE 11 HOURS OF WORK**

- 11.1 The work week for regular full-time warehouse employees shall be forty (40) hours per week made up of five (5) days of eight (8) hours per shift or four (4) days of ten (10) hours per shift. The work week for drivers will be governed by the D.O.T. hours of service. **This**, however, will not be construed **as** a guarantee of hours worked per day or per week or of days of work per week.
- 11.2 Overtime will be paid at the rate of time and one-half (1 1/2) for all worked:
  - a) in excess of forty (40) hours per seven (7) day period.
- 11.3 Employees who report for work at the regular starting time when they have not been notified previously not to do so, and for who work is not available shall be provided with five (5) hours work or five (5) hours pay in lieu thereof at their regular straight time hourly rate. Any employee so affected shall take such temporary work **as** is available in order to qualify for his/her five (5) hours pay. This clause will not apply if work is not available **as** the result of causes beyond the reasonable control of the Company.
- 11.4 An employee who **has** left the Company's premises and who is called back to work shall be paid at the rate of time and one-half (1 1/2) of his regular rate for all call back work performed with a minimum of four (4) hours pay at time and one-half (1 1/2) the straight time hourly rate, provided he has completed **his** previously scheduled hours of work.
- 11.5 The parties have agreed to post driver runs a minimum of twice a year.
- 11.6 Overtime will be offered by seniority by classification to those available. If the necessary staff is unavailable, the Company will call upon qualified employees in the reverse order of seniority.
- 11.7 Full-time drivers requested to work on his or her scheduled day off shall be on a voluntary basis.

- 11.8 Employees shall have the right to decline further work when he/she has worked an accumulated total of 45 (forty-five) hours in any one week. The workweek may commence on Sunday.
- 11.9 The Company cannot change permanent regular scheduled shift start times without five (5) working days prior notice. **The Company will endeavor to notify employees of temporary shift change start times by the end of their current shift or sooner if known by the Company, where possible.**
- 11.10 All employees will be required to swipe in at the start of their shift and out at the end. **Employees leaving the premises for the lunch period must swipe out before leaving and swipe in upon return.**

ARTICLE 12 STATUTORY HOLIDAYS

- 12.1 Employees who have completed their probationary period shall be entitled to the following Statutory Holidays with pay:

New Year's Day	Labour Day
Victoria Day	Christmas Day
Civic Holiday	Boxing Day
Thanksgiving Day	Employees Birthday (ii)
Good Friday or Easter Monday (i)	<b>Family Day</b>
Canada Day	

- (i) Employees will be entitled to either Good Friday or Easter Monday and the Company will advise employees where possible, two (2) weeks in advance of which day will be designated as a Statutory Holiday for each employee.
- (ii) Employees Birthday shall be a day off with pay. Employees are to advise the Company in writing of the birthday two (2) weeks prior in order to make the schedule. This provision shall have no application if the employee fails to advise of the birthday.

In the event the birthday is on a day off or other Statutory Holiday an alternative day will be selected and agreed upon and taken within seven (7) days of the birthday.

- 12.2 When one of the observed Statutory Holidays falls on a Saturday or Sunday, the day proclaimed shall be the day observed.
- 12.3 Holiday pay for full-time employees will be computed as follows:

In the event the Employee works five (5) days the week of the holiday the amount paid to the Employee will be eight (8) hours regular straight time pay.

In the event the Employee works four (**4**) days the week of the holiday the amount paid to the Employee will be ten (10) hours regular straight time pay.

In the event the Employee works three (3) days the week of the holiday the amount paid to the Employee will be thirteen (**13**) hours regular straight time pay.

- 12.4 In order to qualify for holiday pay, an employee must be available for work the full scheduled shifts on each of the work days immediately preceding and immediately following the holiday concerned.
- 12.5 Only those employees who have completed their probationary period shall be entitled to holiday pay.
- 12.6 If a statutory holiday falls within an employee's vacation period, he will be granted another day in lieu thereof at a mutually agreeable time, or the holiday pay. If the employee chooses the day in lieu option it shall be taken within ninety (90) calendar days of the statutory holiday.

### ARTICLE 13 VACATIONS

- 13.1 Employees will be entitled to vacation with pay based on length of continuous service **as** follows:

Employees who have completed one (**1**) year or more of continuous service **as** of March 31 in each year shall receive a vacation of two (2) weeks with pay at 4% of earnings;

Employees who have completed five (5) years or more of continuous service **as** of March 31 in each year shall receive a vacation of three (**3**) weeks with pay at 6% of earnings;

Employees who have completed ten (**10**) years or more of continuous service **as** of March 31 in each year shall receive a vacation of four (**4**) weeks with pay at 8% of earnings.

Employees who have completed twenty five (25) years or more of continuous service **as** of March 31 in each year shall receive a vacation of five (5) weeks with pay at 10% of earnings.

**Employees who have completed twenty three (23) years or more of continuous service as of March 31, 2010 shall receive a vacation of five (5) weeks with pay at 10% of earnings.**

**Employees who have completed twenty two (22) years or more of continuous service as of March 31, 2011 shall receive a vacation of five (5) weeks with pay at 10% of earnings.**

**Employees who have completed twenty (20) years or more of continuous service as of March 31, 2012 shall receive a vacation of five (5) weeks with pay at 10% of earnings.**

- 13.2
- a) The Company will have each employee come into the office, in order of seniority, and sign for his/her vacation preference January 1st to 31<sup>st</sup> inclusive. These schedules will be posted by March 1<sup>st</sup> and will become official after March 15th. The vacation year shall be from April 1 to March 31.
  - b) Any employee laid off for a period longer than one (1) consecutive week shall receive all his accrued vacation pay upon request.
  - c) The Company agrees to pay the employees vacation pay advance at the time the employee takes the vacation, provided this is requested in writing at least three weeks in advance.
  - d) Any employee not ready to **book** vacation at time of signing for vacations will move down the seniority list (for vacation preference only) until such time **as** they are ready to **book** time and will be slotted into the list at that time.

13.3 For the purpose of calculating vacation pay, earnings means the employees earnings in accordance with his/her T-4 statement less vacation pay.

13.4 Employees when picking annual vacations shall pick no more than two (2) weeks vacation during the summer period (June 1 to August 15). If more vacation time is available during this period they will be offered to employees by seniority.

Notwithstanding the above, two (2) employees per shift in the last 2 weeks of August and the first week of September will be allowed to take vacation time.

**Effective 3<sup>rd</sup> year of agreement (April 1<sup>st</sup>, 2012), four (4) employees per shift**

13.5 It is mutually agreed between the parties that all employees are expected and entitled to their allocated vacation, within the vacation year **as** defined in Article 13:02.



- 13.6 It is agreed that a minimum of three (3) driver's, three (3) day shift employees, and three (3) nightshift employees, may be on vacation per week.  
**Effective 2<sup>nd</sup> year of agreement (April 1<sup>st</sup>, 2011), five (5) drivers, three (3) day shift and four (4) night shift**

#### ARTICLE 14 WAGES

- 14.1 Attached hereto and forming part of this Collective Agreement is Schedule "1" - Wages.

The Company agrees to pay employees bi weekly by direct deposit not later than Thursday Midnight (12.01 am Friday) of any pay week. In the event that the employees banking institution is not able to accept the deposit at this time this will not be the responsibility of the Company.

- 14.2 Minor shortages will be paid the following pay period when brought to the attention of the Company. Shortages in excess of fifty dollars (\$50.00) will be paid the next business day.

#### ARTICLE 15 GROUP BENEFITS

- 15.1 The Company agrees to provide the benefit arrangements set out in Schedule "2" attached hereto and forming part of this Agreement.

#### ARTICLE 16 PENSIONS

- 16.1 The Company agrees to provide the pension arrangements set out in Schedule "3" attached hereto and forming part of this Agreement.

#### ARTICLE 17 LEAVES OF ABSENCE

##### 17.1 BEREAVEMENT

The Company agrees that in the event of bereavement in the immediate family of an employee **as** indicated below, to allow the said employee such time off as is necessary, not to exceed the specified calendar days in succession, and to pay for the days which he would otherwise have worked at his regular scheduled hours and regular hour rate, **as** follows:

- a) Immediate Family: not to exceed four (**4**) calendar days. "Immediate family" includes wife, husband, son, daughter, father, mother, stepparent, sister, brother, mother-in-law, father-in-law.

- b) Other Relatives: not to exceed one (1) calendar day. These include grandmother, grandfather, grandchild, brother-in-law, sister-in-law, daughter-in-law, and son-in-law.
- c) If more time is required for any reason relating to the death, a leave of absence will be granted.

## 17.2 GENERAL

- a) One (1) employee shall be granted in any twelve (12) month period a maximum of two (2) weeks' leave of absence without pay and without loss of seniority to attend union conventions and conferences.
- b) "Leave of Absence" shall mean an absence from work requested by an employee in writing and consented to by the Company in writing. All requests for personal leave of absence shall be made to the Company in writing by the employee concerned and a letter shall indicate in full the reason for requesting the leave of absence. Any leave granted shall be in writing covering a specified period of time but in any case not to exceed one (1) month. And shall be in writing no more *than* (10) days after the request has been made. The granting or withholding of a leave of absence shall be in the sole discretion of the Company and shall be without pay or any other form of compensation. The employee shall not work in any other position during such leave of absence unless agreed to by the Company in writing.

## 17.3 SICK LEAVE

- a) Absence due to bona fide illness or injury shall not be cause for discharge or **loss** of seniority for a maximum of twenty-four (24) months. It is understood the Company will be given medical proof of such illness or injury. The employee shall keep the Company informed of his condition and continue to supply medical proof when requested.
- b) **An** employee returning from sick leave shall notify the Company **as** soon as possible and not later than 4:00 p.m. on the working day immediately prior to his return.
- c) **An** employee, who has been granted sick leave and is physically fit to return to his regular duties, will be reinstated to his former position if it is available. If the former position is not available, he will be placed in a position consistent with his seniority and qualifications. If he is unfit to carry out his regular duties the Company will endeavour to provide suitable work for him within the operation.

17.4 JURY DUTY LEAVE

Any employee covered by this Agreement who is required to serve on a jury or as a "Crown Witness", shall be deemed to be a "day shift" employee for those days he is required so to serve and shall receive pay at his regular hourly rate for any regular straight time working hours lost in direct result of such service, reduced by any and all payments he receives for such service, providing:

- a) that he notifies ~~the~~ Department Manager no later than one (1) working day immediately following receipt of notice to serve, and
- b) that he furnishes the Company with certification by proper authority of the dates and times served and of any and all payments received for such service.

ARTICLE 18 GENERAL

- 18.1 The Company agrees to permit posting of any notices of union meetings or functions on a bulletin board located by the punch clock provided they are authorized and signed by an officer of the local union.
- 18.2 The Company guarantees to supply a First Aid box properly equipped, ~~as~~ required by Worker's Compensation. The box will be conspicuously displayed and easily accessible.
- 18.3 Any medical examination requested by the Company shall be promptly complied with by the employees; provided, however, that the Company shall pay for all such examinations. The Company reserves the right to select its own medical examiner or physician. On request the employee will be supplied with a copy of the examination report.

D.O.T. Medical

Any employee required to submit to a medical after thirty (30) days following the date of ratification of this agreement shall be reimbursed up to one hundred dollars (\$100.00) with a receipt.

- 8.4 The Union recognizes that bonding is necessary with respect to certain employees and where employees are required by the Company to be covered by a Fidelity Bond, the cost of such bond shall be borne by the Company.
- 8.5
  - a) No employee shall permit anyone other than employees of the Company, who are on duty, to ride in an assigned vehicle, except a transport driver whose truck has broken down or by written authority of the Company.
  - b) It is understood, however, that unless express written authority is given by the Company, no employee will use a company rented or leased vehicle for other than Company Business.

- 18.6
- a) It is to the mutual advantage of both the Company and the employee that employees shall not operate vehicles which are not in a safe operating condition and not equipped with the safety appliances required by law.
  - b) It shall be the duty of employees to report promptly in writing to the Company, all defects in equipment.
  - c) It shall be the duty and responsibility of the Company to maintain all vehicles in a safe operating condition in accordance with the Department of Transport regulations.
  - d) No employee shall be compelled to **take** out equipment that is not in sound mechanical condition. It shall not be a violation of the Agreement where employees refuse to operate unsafe equipment unless such refusal is unjustified.
  - d) Once a vehicle has been refused by an employee as unsafe, it shall be a violation of this Agreement if the Company compels another employee to operate said vehicle provided the original refusal is justified by a Company-authorized licensed mechanic.
  - e) It is the intent of the Company to assign drivers to the same tractors where possible.
- 18.7 All trucks shall be equipped with adequate heaters, windshield wipers, rear-view mirrors, and directional signals.
- 18.8 Employees will be allowed no less than a one-half (1/2) hour unpaid lunch break at an appropriate time during his/her regular shift. The Company shall grant two (2) paid rest periods of fifteen (15) minutes each; one in the first half of the shift and the other in the second half of the shift. **Warehouse employees working 8 hour shifts will receive an additional 10 minute break if they work more than 9 hours excluding lunch breaks. Warehouse employees working 10 hour shifts will receive an additional 10 minute break if they work 11 hours excluding lunch break.**
- 18.9 The Company's policies shall continue to apply, **as** amended from time to time, **as** they relate to layover money for drivers, safety shoe allowance, uniforms and freezer protection.

Safety Footwear

**Fulltime employees shall receive one hundred and sixty dollars (\$160.00) towards the purchase of approved safety footwear once per 12 month period. Upon payment to the Employee the Company shall require the original receipt for the purchase of the safety footwear.**

Layovers

The company will pay hotel directly unless due to unforeseen circumstances

**A meal allowance of fifty five dollars (\$55.00) will be paid per day prior to departure Unless due to unforeseen circumstances.**

- 18.10 Any complaint from a driver about unsafe steps or stairways will be promptly dealt with by the procedure established by the Safety Committee, **including a certified bargaining unit Committee member, and a member of the Safety Committee.**
- 18.11 Except in the case of an emergency, there will be no contracting out of work presently performed by the bargaining unit which would result in the prevention of the recall of a bargaining unit employee, provided the Company could have the bargaining unit employee effectively and efficiently do the work required. This in no way limits the Company's right to continue to rationalize its operations.
- 18.12 Employees, who drive Company, rented or leased vehicles unsafely or in **an** unprofessional manner will be subject to instant dismissal.
- 18.13 The Company agrees to make available to drivers upon their request; hand truck, pump truck and load bars **as** part of standard equipment.
- 18.14 The Company will endeavour to split all Ottawa-London transfers equally between both yards where possible.
- 18.15 The Company agrees to pay employees for attending training and/or meetings required by any employee in the performance of their current duties that are scheduled by the company. Employees shall be paid a minimum of four **(4)** hours at regular straight time unless the training and/or meeting is immediately after a scheduled shift. In such circumstances the employee will be paid at regular straight time spent at such training andor meeting.

ARTICLE 19 DURATION OF AGREEMENT

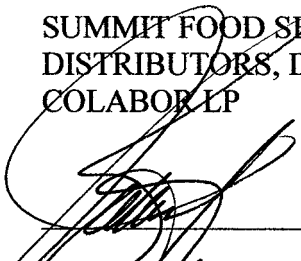
- 19.1 Unless changed by mutual consent, the terms of this Agreement shall come into full force and effect from the date of ratification of this Agreement until March 31, **2013**, and shall continue automatically thereafter for annual periods of one year each unless either party notifies the other party in writing within a period of two (2) months immediately prior to the expiration date that it desires to amend the Agreement.

- 19.2 Negotiations shall begin **as soon as** possible following notification for amendment as provided in the preceding paragraph.
- 19.3 If, pursuant to such negotiations, **an** Agreement is not reached on the renewal or amendment of this Agreement, or the making of a new Agreement prior to the expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties or until conciliation proceedings prescribed under the Ontario Labour Relations Act have been completed, whichever date should first occur.

DATED AT LONDON, Ontario this 22nd day of June 2009.

SUMMIT FOOD SERVICE  
DISTRIBUTORS, DIVISION OF  
COLABOR LP

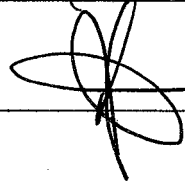
TEAMSTERS, UNION LOCAL 879



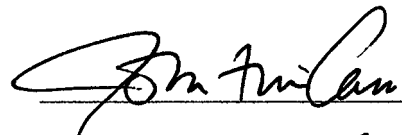
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Bob Jacobs

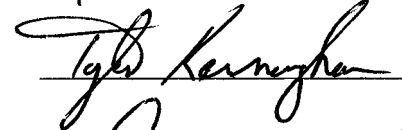
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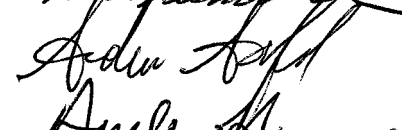
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SCHEDULE "1" - WAGESREGULAR HOURLY PAY RATES

	Effective <u>Ratification</u>	Effective <u>Mar. 31/10</u>	Effective <u>Mar 31/11</u>	Effective <u>Mar 31/12</u>
LEAD HAND	\$20.30	\$20.55	\$20.85	\$21.25
DRIVER	\$22.15	\$22.40	\$22.80	\$23.50
WAREHOUSE	\$19.80	\$20.05	\$20.35	\$20.75

All annual increases are effective week one of Period 4 each year (on or about April 1')

Tier 2

Tier 2 shall be those employees hired after May 24, 2009

	Effective <u>Ratification</u>	Effective <u>April 1/10</u>	Effective <u>April 1/11</u>	Effective <u>April/12</u>
LEAD HAND	\$17.30	\$17.55	\$17.85	\$18.25
DRIVER	\$19.15	\$19.40	\$19.80	\$20.50
WAREHOUSE	\$16.80	\$17.05	\$17.35	\$17.75

PROGRESSIVE RATES:

Start = \$3.00/hr. less than regular pay rate.

Completion of 6 months \$2.50/hr less than regular pay rate.

Completion of 12 months \$2.00/hr less than regular pay rate.

Completion of 18 months \$1.50/hr. less than regular job rate.

Completion of 24 months \$1.00/hr. less than regular job rate.

Completion of 30 months \$0.50/hr. less than regular job rate.

Completion of 36 months regular pay rate.

**SHIFT PREMIUM:**

A shift premium of **.50 cents per hour** will apply to all **warehouse** employees, **when the beginning of their** shift falls between **3:00 p.m. and** midnight.



SCHEDULE "2" - GROUP BENEFITS

The Company agrees to provide the Summit Group Benefit Plan for eligible employees as per the booklet.

In addition, if not listed in the booklet, all employees and their eligible dependents covered by the plan shall receive one hundred and ~~fifty~~ dollars (\$150.00) every two (2) years reimbursement for eyeglasses. **Effective March 31, 2010 one hundred and seventy five dollars (\$175.00) every two (2) years.**

**Eye examinations by a licensed physician or a licensed optometrist, limited to \$35 every year.**

**SCHEDULE "3" - PENSION**

Effective May 25, 2009 - RRSP to be offered on a voluntary basis to eligible employees. Contribution is 2% both by the Company and by the employee.

To be eligible to be a member of and contribute to the RRSP an employee must:

- a) Be in active service with the Company and working full-time;
- b) Has been employed with the Company for two (2) or more years;
- c) Is less than seventy-one (71) years of age;
- d)** Once enrolled the employee may not stop and start contributions at will; however, an employee may change his/her contribution level once each year on January 1<sup>st</sup> by completing the appropriate Payroll form.
- e) Employee may not withdraw RRSP while in the employ of Summit Food Service Distributors, Division of Colabor LP

LETTER OF UNDERSTANDING # 1

Between

TEAMSTERS UNION LOCAL 879 (The Union)

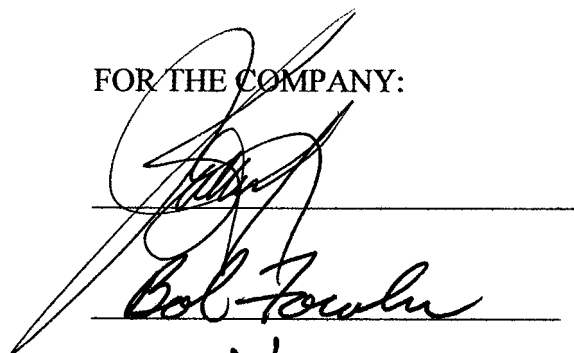
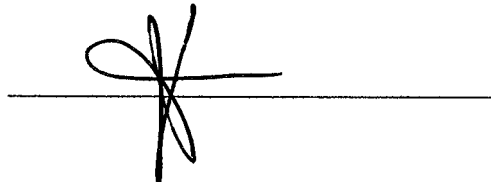
and

FOOD SERVICE DISTRIBUTORS, DIVISION OF COLABOR LP. (The Company)

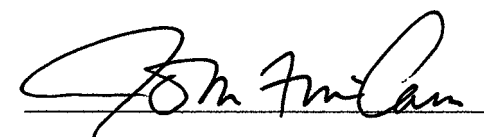
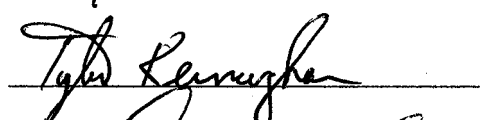
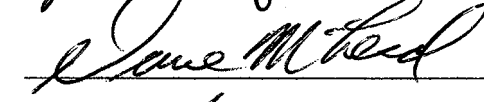

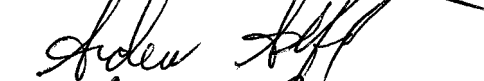

1. That no less than twice each year each driver on the seniority list will be allowed to bid on weekly runs.
2. The Company will establish estimated times on each daily run, and the driver will be called into the Supervisor's office in order of seniority to pick his week, by the day, including days ~~OFF~~.
3. Each weekly run will be picked having due regard for hours of service regulations and daily and/or weekly overtime which ever the case may be. The Company reserves the right to at any time change the driver's choice of run to reduce overtime.
4. It is understood that each run may vary, and from time to time adjustments may have to be made for purposes of temporarily reassigning drivers during short weeks, slower periods, absences and vacations.
5. It is also understood that runs may be changed by the Company on a day to day basis to facilitate the business.
6. Lastly, it is understood that this bidding process is to be done on a ~~trial~~ basis, and either party may cancel this Letter with thirty (30) days written notice. In such a case, the bidding of runs will revert to weekly bids ~~as~~ in the past, and the parties will attempt to renegotiate bid rules.
7. Company to post ~~fuel~~ man/shunter job ~~as~~ a driver position at the time of posting weekly runs.
8. **The Company and the Union will cooperate to endeavor to complete the annual job bids by June 1<sup>st</sup> and September 1<sup>st</sup> of each year. It is the intent of the Company to have bids prepared by May 1<sup>st</sup> and August 1<sup>st</sup> in each year where possible.**

DATED AT LONDON, Ontario this 22nd day of June 2009.

FOR THE COMPANY:

  
\_\_\_\_\_  
Bob Fowler  
\_\_\_\_\_  
  
\_\_\_\_\_

FOR THE UNION:

  
\_\_\_\_\_  
Tom Finlan  
  
\_\_\_\_\_  
John Kerrigan  
  
\_\_\_\_\_  
James McLeod  
  
\_\_\_\_\_  
William King  
  
\_\_\_\_\_  
John Hill  
  
\_\_\_\_\_  
Andy Horney

LETTER OF UNDERSTANDING # 2

Between

TEAMSTERS UNION LOCAL 879 (The Union)

and

FOOD SERVICE DISTRIBUTORS, DIVISION OF COLABOR LP. (The Company)

All matters relative to part-time, temporary help and student employees and their working conditions shall be contained in this Letter of Understanding.

This Letter of Understanding will amend the present recognition clause under Article 2, Section 2.1 in the present Collective Agreement re part-time (non-bargaining unit) work.

- 1.1 The Company recognizes the Union **as** the sole and exclusive bargaining agent for all employees of Summit Food Service Distributors Inc. employed for not more **than** twenty-four (24) hours per week save and except foreman, persons above the rank of foreman, office and sales staff.
- 1.2 Providing all full-time employees on layoff have been recalled in accordance with Article 9 part-time employees may be hired on a full-time basis for the purpose of replacing full-time employees for any reason to a maximum of six (6) months unless extended by mutual agreement.
- 1.3 Part-time, temporary help and students shall pay to the support of the Union the amount of monthly dues and initiation fees to be deducted from their first pay each month and each month thereafter which shall be checked off but no other provisions of the Agreement with exception of Article 7 & 8. They shall not interfere with the seniority rights and the job conditions of full-time employees.
- 1.4 The Company will provide a list of part-time employees on a monthly basis to the Union.
- 1.5 Full-time employees on layoff shall be given the first opportunity for any part-time work. Recall shall be by seniority.
- 1.6 No part-time, temporary or student employee will be used when it will deprive probationary or regular employees of their normal hours of work or reasonable overtime hours.

- 1.7 A part-time or temporary employee will be considered on probation until he has been **with** the Company for a total of ninety (90) days worked. His seniority date shall then date back to the first day of hiring.
- 1.8 Temporary or part-time employees shall be given the first consideration to transfer from part-time to full-time in order of seniority and the seniority date shall be considered to be the date first worked **as** a full-time employee and the employee shall not be required to serve the full-time probation period providing the work is of a similar nature. Part-time employees transferring to work of a similar nature are subject to a familiarization period of up to 30 working days. During this time period the employee must illustrate the ability to meet the work complement of other fulltime employees performing the same work. Should the employee be unsuccessful they will be returned to their previous status.
- 1.9 The Company agrees to pay vacation pay on the first pay period following March 1st every year and holiday pay to part-time employees in accordance with the Employment Standards Act.
- 1.10 Where it is established that part-time help is being **used** where a regular full-time employee could be gainfully employed on a regular basis, the Company shall replace the part-time or temporary employees with one or more regular or probationary employees.
- 1.11 Rates of Pay

**Effective April 1, 2009**

<b><u>Start</u></b>	<b><u>12 Months</u></b>	<b><u>24 Months</u></b>	<b><u>36 Months</u></b>
11.15	11.30	11.60	11.70

**Effective April 1, 2010**

<b><u>Start</u></b>	<b><u>12 Months</u></b>	<b><u>24 Months</u></b>	<b><u>36 Months</u></b>
11.20	11.35	11.65	11.75

**Effective April 1, 2011**

<b><u>Start</u></b>	<b><u>12 Months</u></b>	<b><u>24 Months</u></b>	<b><u>36 Months</u></b>
11.25	11.40	11.70	11.80

**Effective April 1, 2012**

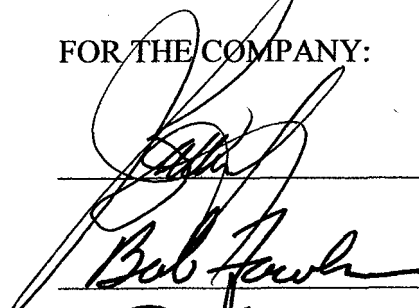
<b>Start</b>	<b><u>12 Months</u></b>	<b><u>24 Months</u></b>	<b><u>36 Months</u></b>
<b>11.30</b>	<b>11.45</b>	<b>11.75</b>	<b>11.85</b>

Part time drivers shall be paid \$3.00 per hour less than full time rates

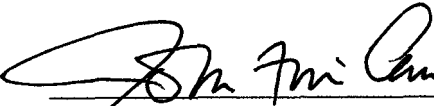
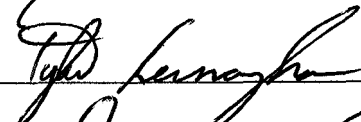


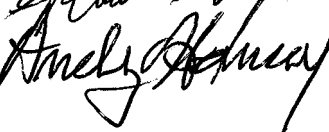
- 1.12 Part time employees shall be scheduled by seniority where possible.
- 1.13 Ten (10) hours on Sunday shall not be used by the Company when calculating part time hours for hire of full-time people when working full-time people on ten (10) hour shifts.
- 1.14 After six (6) months of service part time employees shall receive seventy-five dollars (\$75.00) per year towards the purchase of approved safety footwear. Upon payment to the Employee the Company shall require the original receipt for the purchase of the safety footwear.

Dated this 22nd day of Time, 2009.

FOR THE COMPANY:

  
 \_\_\_\_\_  
 Bob Fowler  
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FOR THE UNION:

  
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LETTER OF UNDERSTANDING # 3

Between

TEAMSTERS UNION LOCAL 879 (The Union)

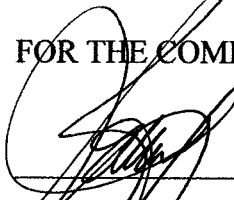

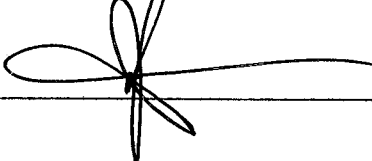
and

FOOD SERVICE DISTRIBUTORS, DIVISION OF COLABOR LP. (The Company)

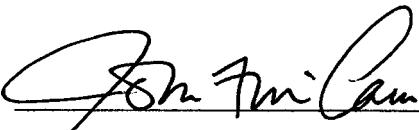
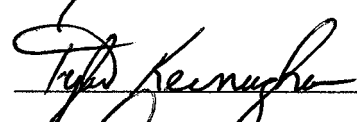
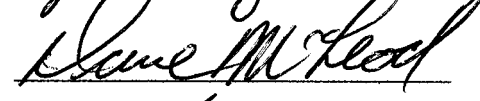

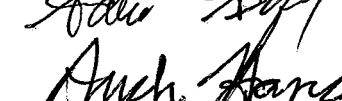

It is agreed that the Company and the Union shall meet on a monthly basis to review any Labour/Management matters that may arise from time to time.

Dated this 22nd day of June, 2009.

FOR THE COMPANY:

  
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FOR THE UNION:

  
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LETTER OF UNDERSTANDING # 4

Between

TEAMSTERS UNION LOCAL 879 (The Union)

and

FOOD SERVICE DISTRIBUTORS, DIVISION OF COLABOR LP. (The Company)

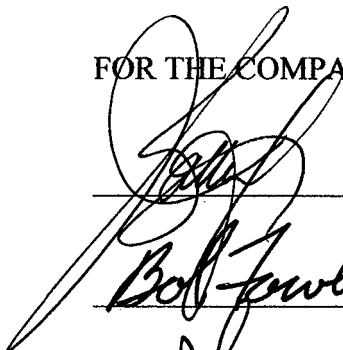
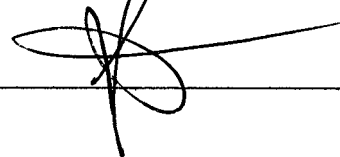
The following is in addition to the present Collective Agreement and has been agreed to by both parties.

In conjunction with Article 2, Section 2.3, of the Collective Agreement and the letter of Understanding of Part-time work.

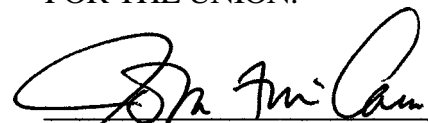
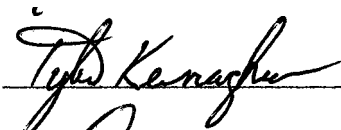


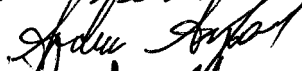

1. Outside truck drivers will be allowed to unload their own truck and to place the loaded skids, product, etc. no further into the Summit warehouse than on the dock plates area of the warehouse department.
2. The Company will post a notice on the receiving dock that "Outside drivers must not move product further into the warehouse than on the dock plate area of the warehouse department"
3. Any disputes in the above interpretation will be subject to the grievance procedure of the current Collective Agreement.

Dated this 22nd day of June, 2009.

FOR THE COMPANY:

  
\_\_\_\_\_  
Bob Fowler  
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FOR THE UNION:

  
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LETTER OF UNDERSTANDING # 5

Between

TEAMSTERS UNION LOCAL 879 (The Union)

and

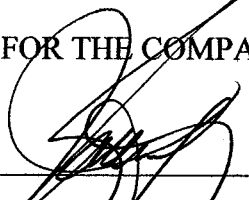
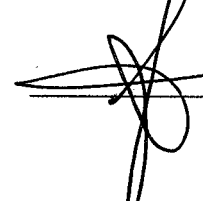
FOOD SERVICE DISTRIBUTORS, DIVISION OF COLABOR LP. (The Company)

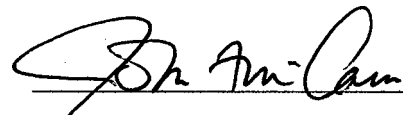
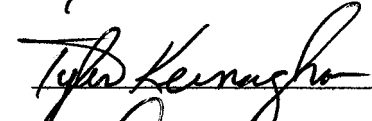
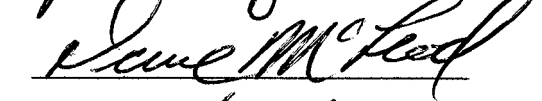

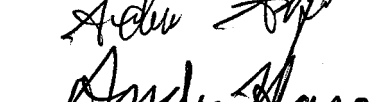

If the Company introduces owner operators into the London location they must meet with the local ~~union~~ to establish rules and regulations governing same.

Dated this 22nd day of June, 2009.

FOR THE COMPANY:

FOR THE UNION:

  
\_\_\_\_\_  
Bob Fowler  
\_\_\_\_\_  
  
\_\_\_\_\_

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

LETTER OF UNDERSTANDING # 6

Between

TEAMSTERS UNION LOCAL 879 (The Union)

and

FOOD SERVICE DISTRIBUTORS, DIVISION OF COLABOR LP. (The Company)

The Teamsters Local Union 879 advancement fund shall be for the advancement of all persons dependent upon any industry represented by the Teamsters.

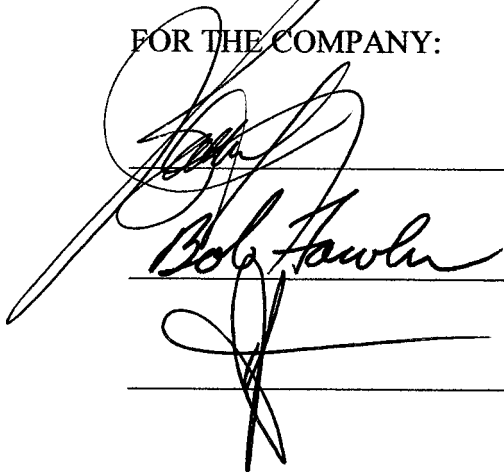
The Company shall make contributions of five (5) cents per regular hour worked for each employee covered by this agreement effective July 1, 2001 with the first payment in August 2001.

Payment of said funds shall be made to the Teamsters Local Union 879 Industry Advancement Fund by the 15<sup>th</sup> of the month following that to which they refer.

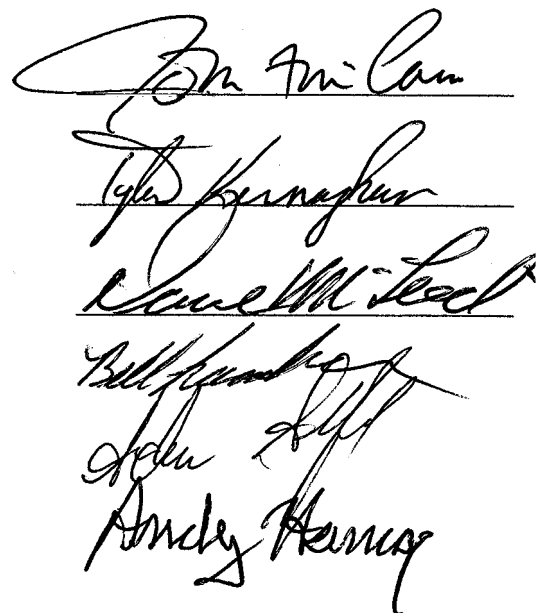
This payment will be independent and separate from any other payment to the local.

Dated this 22nd day of June, 2009.

FOR THE COMPANY:

  
\_\_\_\_\_  
Bob Fowler  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION:

  
\_\_\_\_\_  
Tom McLean  
\_\_\_\_\_  
John Bernagler  
\_\_\_\_\_  
Russell M. Lead  
\_\_\_\_\_  
Bill [unclear]  
\_\_\_\_\_  
John [unclear]  
\_\_\_\_\_  
Andy Harris  
\_\_\_\_\_

LETTER OF UNDERSTANDING # 7

Between

TEAMSTERS UNION LOCAL 879 (The Union)

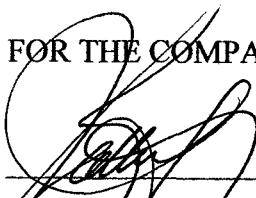
and

SUMMIT FOOD SERVICE DISTRIBUTORS, DIVISION OF COLABOR LP. (The Company)

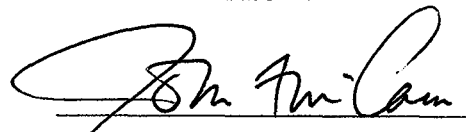
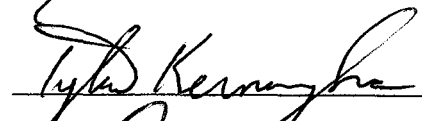
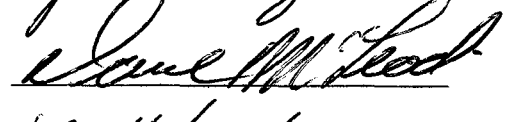
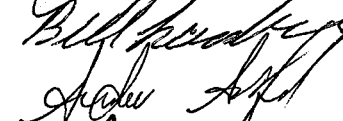

On a one year ~~trial~~ basis Drivers signing for and working additional shifts on days off will receive two times (double time) their regular rate of pay for all hours worked on that day. This is providing that the driver works the regular shifts for the week prior to and following the day. Drivers who participate in this understanding shall be required to accept the run that is available that day. This shall be done with regards to the D.O.T. regulations and shall be reviewed at the start of the second year of the collective agreement at which time either party may terminate this understanding.

Dated this 22<sup>nd</sup> day of June, 2009.

FOR THE COMPANY:

  
\_\_\_\_\_  
Bob Frowen  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION:

  
\_\_\_\_\_  
John McLean  
  
\_\_\_\_\_  
Tynd Kerney  
  
\_\_\_\_\_  
Daniel McLeod  
  
\_\_\_\_\_  
Bill...  
  
\_\_\_\_\_  
Steve...  
  
\_\_\_\_\_  
Andy Hancock

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