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EFF.	95	05	01
TERM.	98	04	30
No. OF EMPLOYEES	124		
NOMBRE D'EMPLOYÉS	AMN		

**COLLECTIVE AGREEMENT**

**BETWEEN**

**LOEB INC. - LONDON DIVISION**

**1000 CLARKE ROAD**

**AND**

**847 Highbury Avenue  
London, Ontario**

**(hereinafter called the "Company")**

**AND**

**TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPER'S UNION LOCAL 141  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,  
WAREHOUSEMEN & HELPERS OF AMERICA**

**(hereinafter called the "Union")**

**Effective:**

**From: May 1st, 1995  
: April 30th, 1998**

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## ARTICLE I - RECOGNITION

- 1.01** The Company recognizes the union as the sole collective bargaining agent for all employees of **LOEB INC. - London Division** at 1000 Clarke Road and 847 Highbury Avenue, save and except foremen, persons above the rank of foreman, office and sales staff.
- 1.02** No work will be performed by supervisory or office personnel where such work comes within the jurisdiction of the bargaining unit.
- 1.03** No part-time help will be retained while regular full-time employees are working fewer than their normal hours or are laid off.
- When the part-time work required is sufficient to provide a normal work week for a full-time employee (5 days of 8 hours) on a continuing basis, then a full-time employee will be recalled or, if there are no full-time employees on layoff, a new full-time employee will be hired.
- 1.04** The Company agrees to hire Union employees for part-time work as drivers or warehouse employees, provided the Union can provide drivers or warehouse employees on a twenty-four (24) hour basis, meeting company standards, and as per Company's schedule.
- Should the union fail to meet those requirements, the Company will be free to hire whomever it deems to be satisfactory to meet its requirements. The Company and the Union agree not to deduct union dues from pool drivers.
- 1.05** Attached to this Agreement and forming an integral part of it is Appendix "A".
- 1.06** Attached to this Agreement and forming an integral part of it is a Supplementary Unemployment Insurance Benefit Plan as defined in the letter of Agreement.

## ARTICLE II - UNION SECURITY

- 2.01 The Company agrees that all employees covered by the Agreement (except new employees during their probationary period) shall, as a condition of employment, become and remain members of the Union in good standing.
- 2.02 New employees shall make application for membership in the union at the time of their hiring and shall become and remain members of the Union in good standing as a condition of employment as soon as their twenty-five (25) working days' probationary period has been served. The application for membership cards only will be forwarded to the Union by the Company within three (3) working days.
- 2.03 The Company agrees to deduct initiation fees and monthly dues as specified in the Union Constitution from the first pay due all employees covered by this Agreement in each month, and to remit the money so deducted to the union on or before the twentieth (20th) day of the current month. Any part-time employee who may work more than eight (8) hours in a week or sixteen (16) hours in any calendar month will have Union dues deducted in the same amount as all other employees. Part-time employees will pay initiation fees after 200 hours of employment.
- 2.04 The Company will, at the time of making each remittance to the Union, specify the employees from whose pay such deductions were made.
- 2.05 The Company acknowledges the right of the Union to elect or appoint six (6) Stewards, one (1) of which shall be the Chief Steward. There shall be at least one (1) Steward per shift.
- a) The Company agrees to hold grievance meetings during the hours of the shift upon which the grievance occurs in order that the Steward may be present.
  - b) If the Company representative is unable to meet with the Steward during the Steward's normal working hours, the Steward shall be paid at his/her regular rate of pay for all time spent during the processing of the grievance with the Company

on the Company property ,or at any other place which is mutually agreed upon by both the Union and the Company. In such cases, the daily call-in guarantee provided for in this agreement will not be applicable, except that the Company will endeavour to provide a driver with eight (8) hours of work.

- c) Payment to the Steward for time used in processing a grievance will be extended to settlement hearings.

**2.06** The Union will inform the Company in writing of the names of the Stewards and any subsequent changes. The Company shall not be asked to recognize any Steward until such notification from the Union has been received.

**2.07** The Local Union representative or Shop Steward who requires information from the trip sheets or time cards for the specific purpose of processing a grievance or resolving a dispute of fact will be supplied with such information or allowed access to these records within five (5) calendar days following such request.

### ARTICLE III - RESERVATION TO MANAGEMENT

**3.01** The Union recognizes the right of the Company to direct its working force, to hire, discharge for proper cause, promote, demote and transfer any employee, and to manage its business in all respects in accordance with its obligations, subject to the provisions of this agreement. The Union also recognizes the right of the Company to make and alter, from time to time, rules and regulations which are just and fair.

### ARTICLE IV - GRIEVANCE PROCEDURE

**4.01** The Union may appoint and the Company shall recognize a committee not to exceed a total of six (6) committeemen, one of whom shall be the Chairman of the Committee, and all of whom are employees of the Company.

- 4.02
- a) If an employee has a grievance, it shall be reduced to writing on forms supplied by the Union and given to the foreman within seven (7) calendar days from the date of the occurrence of the incident, and it shall be taken up in the following manner:
  - b) Step One: By a conference among the grievor or a representative, the Shop Steward and the foreman within seven (7) calendar days of the filing of the grievance. The foreman shall give his written decision to the shop steward within five (5) calendar days of the above conference. Failing settlement within fourteen (14) calendar days, then:
  - c) Step Two: By a conference between the grievor, Shop Steward, a representative of the union, the warehouse manager and/or up to two (2) other members of management as necessary, within seven (7) calendar days. The Company shall give its written decision to the shop steward and representative of the Union within seven (7) calendar days or a longer period if mutually agreed by both parties. Failing settlement, the matter may be referred to a Board of Arbitration within ten (10) calendar days after the decision in Step Two.

4.03 The Board of Arbitration shall consist of three (3) arbitrators, one to be appointed by each party to this agreement and the third to be selected by the two so appointed. The party desiring arbitration shall then appoint his arbitrator and shall give notice in writing to the other party of such appointment, together with a written statement of the question to be arbitrated, within ten (10) days after the decision in Step Two. After receiving such notice in writing, the other party shall appoint an arbitrator and give notice in writing to the other party within five (5) days. In the event of the two arbitrators so appointed being unable, within three (3) days, to select a third arbitrator able and willing to act, either party may apply to the Minister of Labour for the Province of Ontario to appoint a Chairperson of the Arbitration Board. The Board of Arbitration so constituted of three (3) members shall then forthwith consider and determine the matters in issue which have been submitted to them for disposal, and the decision of the majority of the members of the Arbitration Board shall be final and binding on all parties concerned.

- 4.04** Any complaint, difference or dispute or alleged violation of this Agreement arising between the Company and the Union shall be dealt with under Step Two, provided a written complaint is filed by the grieving party with the other party within fifteen (15) calendar days from the date of the occurrence of the incident.
- 4.05** Each of the parties hereto shall bear the expenses of its own representative to a Board of Arbitration and the parties shall jointly and equally bear the expense, if any, of the third party of such Board of Arbitration.
- 4.06** No matter shall be submitted to a Board of Arbitration which has not been properly carried through all previous steps of the Grievance Procedure.
- 4.07** The Arbitration Board shall not make any decision inconsistent with the Agreement, nor alter, modify or amend any part of this Agreement, but shall only consider the question in dispute.
- 4.08** A claim by the union that an employee has been unjustly discharged shall be treated as a grievance and shall be taken up under Step Two of the Grievance Procedure if a written statement of such grievance is lodged with management within five (5) working days after the discharge is effected.
- 4.09** Such special grievance may be settled under the Grievance Procedure or arbitration by:
- a) Confirming the Company's action in dismissal of the employee;
  - b) Re-instating the employee with full compensation for time lost;  
or
  - c) Any other arrangements which may be deemed just and equitable.
- 4.10** a) Reprimands shall be removed from an employee's record one (1) year after issuance, provided that during this one year period no other disciplinary action for same cause is added to his record.

b) The Company shall make every possible attempt to issue warnings and reprimands within seven (7) calendar days (Saturdays, Sundays and paid holidays excluded) from the time the infraction becomes known. All copies of reprimands will be given to the steward and the local Union office.

4.11 Shop Stewards shall not suffer any loss of earnings (exclusive of overtime) for time spent in negotiations with the Company.

4.12 The Company agrees that a representative of the local Union shall be allowed to enter the warehouse for the purpose of dealing with the administration of this Agreement, provided that he receives permission in advance from the Warehouse Manager or his designated representative. Such permission shall not be unreasonably withheld. The Union agrees that such representative will abide by the safety and security regulations of the Company during such visits and that such visits will be timed to cause as little disruption as possible to the normal conduct of the Company's business.

#### ARTICLE V - STRIKES & LOCKOUTS

5.01 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.

5.02 The Company shall not instruct any employee to go through a picket line or load or unload freight at any point or terminal involved in a strike where the crossing of such line could be injurious to health and property.

5.03 The Union and its members individually or collectively reserve the right to refuse to handle goods from or to any firm or truck which is engaged in or involved in legal labour dispute with this or any other union.

## **ARTICLE VI - SENIORITY**

- 6.01** Seniority will be on a branch basis and an employee will be considered on probation until he has worked for the Company for a total of twenty-five **(25)** working days. His seniority shall then date back to the first date of hiring.
- 6.02** In dealing with promotions and transfers to other jobs or transfers to other shifts, ability being sufficient, seniority shall be the governing factor. When it is necessary to lay-off employees, probationary employees will be laid-off first and then lay-off will be on the basis of seniority, providing the employees who remain are capable of handling the jobs that are available. When recalling employees, they will be recalled in the inverse order to which they were laid-off.
- Warehousemen temporarily replacing drivers will not interfere with the seniority of the regular drivers' bids.
- Drivers temporarily working in the warehouse will not interfere with the seniority of the regular warehouse bids.
- 6.03** When a permanent vacancy occurs, such vacancy shall be posted on the bulletin board within twenty-four (24) hours and shall remain posted for a period of five (5) working days and eligible employees will have the right to bid for the position. Selections to such positions shall be made on the basis of seniority, providing the employee has the ability to do the job. If any employee is absent for any reason whatsoever, he shall be notified by mail regarding the job vacancy and permitted to write in his bid for the job vacancy. Employees shall leave forwarding addresses when going on vacation.
- The successful applicant will be placed on the job as soon as reasonably possible, but the Company will not be required to post any subsequent vacancies created thereby but rather will fill them with the longest seniority employees who are able and willing to perform them.
- 6.04** Employees shall be granted leave of absence without pay and without **loss** of seniority to attend labour conventions and meetings.



An employee who wishes a leave of absence for legitimate personal reasons shall make such request in writing to his Warehouse Manager at least thirty (30) days prior to the proposed commencement date of such leave of absence. The employee's request shall contain:

- a) His reasons for the proposed absence;
- b) The commencement date of the proposed leave of absence;
- c) The length of the proposed leave of absence.

The Warehouse Manager's permission for a leave of absence shall not be unreasonably withheld.

Employees shall be granted a leave of absence without pay and without **loss** of seniority up to twenty-four (24) months as an elected union official.

**6.05** Seniority will not be broken due to absence from employment because of sickness or accident or other proven legitimate reasons.

**6.06** A seniority list shall be placed on the bulletin boards and will be revised by the company at least every three (3) months. Copies of these lists will be forwarded to the Union.

**6.07** An employee shall lose all seniority if he:

- a) Voluntarily quits the employ of the Company;
- b) Is justifiably discharged;
- c) Is laid off for a period of more than twenty-four (24) months; or
- d) Fails to report for work within seven (7) calendar days of the sending by registered mail of notice to return to work following a layoff, except if the employee has not received such notice;
- e) He overstays a leave of absence or, having reasonable excuse, fails to notify the Company of such reasonable excuse.

- 6.08** It shall be the duty of the employees to notify the Company promptly of any change in their address or telephone number. If any employee shall fail to do this, the Company will not be responsible for failure of a notice to reach such employee.
- 6.09** Notwithstanding their company seniority status, stewards will be continued at work as long as work is available which they are willing and able to do. Where there is more than one steward, the chief steward's branch seniority will determine his preferential position for layoff.
- 6.10** Permanent employees will be given five (5) working days' notice prior to any layoff, or five (5) days' pay in lieu of notice.
- In excess of one (1) day of no work per week will be classed as a layoff for a driver.
- 6.11** Full-time employees on layoff shall be given the first opportunity to perform part-time or temporary work, provided that they can do the work which is available and are willing to be available when required to work and they shall be covered by all the terms of this agreement for any week they work in excess of twenty-four (24) hours.
- 6.12**
- a) In the event of a closure of the Company's operations which are part of this bargaining unit, the Company shall first meet with the Union to discuss such closure and the Union shall be entitled to make effective recommendations with respect to such closure.
  - b) In the event the Company closes its London operation before the expiry date of this Agreement, the Company agrees to pay severance pay to those employees affected thereby who have completed their probationary period and are on the seniority list of the Company at the time of closure at the rate of one (1) week's pay for each year of service.
  - c) Employees shall be paid the applicable termination pay under the Employment Standards Act (up to eight (8) weeks), in lieu of notice.

- d) Unless otherwise authorized in writing by the Company, these severance pay provisions shall not apply to an employee who leaves the service of the Company prior to complete closure of the Division ~~or~~ who accepts another position with the Company whether in or outside of his bargaining unit or who refuses to exercise his bumping rights prior to the closing of the Division.

## ARTICLE VII - VACATIONS

- 7.01
- a) Each employee who, as of December 31st in any year, has been employed for less than one (1) year, shall receive in the following year, one (1) week of vacation with pay equivalent to four percent (4%) of his gross earnings up to said December 31st.
  - b) Each employee who, as of December 31st in any year, has been employed for one (1) year, but less than five (5) years, will be granted a vacation of two (2) weeks to be taken during the following year, and vacation pay to be calculated at four percent (4%) of his gross annual earnings up to December 31st of the year immediately prior to the year in which the vacation is taken.
  - c) Each employee who, as of December 31st in any year, has been employed for five (5) years, but less than nine (9) years, will be granted a vacation of three (3) weeks to be taken during the following year, and vacation pay to be calculated at six percent (6%) of his gross annual earnings up to December 31st of the year immediately prior to the year in which the vacation is taken.
  - d) Each employee who, as of December 31st in any year, has been employed for nine (9) years will be granted a vacation of four (4) weeks to be taken during the following year and vacation pay to be calculated at eight percent (8%) of his gross annual earnings up to December 31st of the year immediately prior to the year in which the vacation is taken.
  - e) Each employee who, as of December 31st in any year, has been employed *for* sixteen (16) years will be granted a vacation of

five (5) weeks to be taken during the following year, and vacation pay to be calculated at ten percent (10%) of his gross annual earnings up to December 31st of the year immediately prior to the year in which the vacation is taken.

- f) Each employee who, as of December 31st in any year has been employed for twenty-five (25) years will be granted a vacation of six (6) weeks to be taken during the following year, and vacation pay to be calculated at twelve percent (12%) of his gross annual earnings up to December 31st of the year immediately prior to the year in which the vacation is taken.
- g) Each employee who, as of December 31st in any year has been employed for thirty-five (35) years will be granted a vacation of seven (7) weeks to be taken during the following year, and vacation pay to be calculated at fourteen percent (14%) of his gross annual earnings up to December 31st of the year prior to the year in which the vacation is taken.
- h) "Gross earnings" means the employee's gross earnings in accordance with his T4 Income Tax Return.
- i) Vacation shall be booked by location. Choice of vacation period shall be based upon seniority, provided Management is able to maintain a working force sufficient to do the necessary work. It is understood that all full-time employees shall be entitled to book two (2) weeks' vacation by seniority during the months of June, July, August and September. This two week period may be extended to three (3) weeks for employees with fifteen (15) years or more of seniority. At no time shall a senior man be permitted to refuse to name his vacation date or dates to the detriment of other employees.
- j) A vacation list will be posted and approved prior to April 30th in each year. A copy of the list will be mailed to the Union office upon completion.

**7.02** Any employee whose employment is terminated for any reason whatsoever shall receive his full vacation credits since the last vacation date upon which vacation pay was calculated.

7.03 If a holiday falls within an employee's vacation period it cannot be "banked" and shall be taken immediately preceding or immediately following the vacation period. The employee may choose payment in lieu of observing the Statutory Holiday.

7.04 If an additional day's holiday is granted to an employee in lieu of holiday pay, such day will be taken by mutual agreement between the employee and the Company.

7.05 Vacations will be taken yearly. The employee will have the option of receiving his vacation pay on March 1st or prior should he take his vacation, or as per his vacation schedule.

7.06 VACATION PAY FOR EMPLOYEES ON SHORT TIME

Vacation pay for regular employees will be computed at the rate of 4%, 6%, 8%, 10%, 12% or 14% of annual earnings. At no time shall an employee's vacation be less than the equivalent of forty (40) hours per week of vacation provided he has worked 50% of the time in the previous vacation year. Vacation and Statutory Holidays shall be considered as time worked. This provision shall apply only to employees on short time due to sickness or Worker's Compensation and shall not apply to employees who sever or have their employment severed.

ARTICLE VII - STATUTORY HOLIDAYS

8.01 The following Statutory Holidays, regardless of when they fall, will be granted with pay to all employees after they have completed their probationary period, provided the employee works both the last full day scheduled prior to the holiday and the first full day scheduled after the holiday unless permission has been granted.

New Year's Day  
Good Friday  
Victoria Day  
Dominion Day  
Civic Holiday (first Monday  
in August)

Labour Day  
Thanksgiving Day  
Day before Christmas  
Christmas Day  
Boxing Day  
Day before New Year's

**8.02** The basis of payment shall be eight (8) hours' pay. Employees who have been on layoff in excess of fifteen (15) days prior to, or subsequent to, the holiday will not be entitled to the holiday pay. Employees who have been off work for sickness or accident up to a period not exceeding six (6) months will receive the difference between the normal holiday pay and sick pay or Worker's Compensation pay, as applicable. Proof of sickness or accident may be requested by the Company.

ARTICLE IX - HOURS OF WORK & OVERTIME

**9.01** The standard hours of work shall be as follows:

- a)** Day Shift - all employees except garage and drivers:  
Monday through Friday inclusive, from 7:30 a.m. to 4:00 p.m.
- b)** Night Shift - Sunday evening through Friday morning inclusive.  
Grocery, shunters and repack rooms: from 6:30 p.m. to 3:00 a.m.; Perishable goods department: from 4:30 p.m. to 1:00 a.m.
- c)** Garage - Monday through Friday inclusive:  
Early Day Shift - from 5:00 a.m. to 1:30 p.m.  
Normal Day Shift - from 8:00 a.m. to 4:30 p.m.  
Night Shift - from 5:00 p.m. to 1:30 a.m. Monday through Thursday; from 12:00 a.m. to 8:00 p.m. Friday.
- d)** City Drivers - Monday through Friday inclusive: from 7:30 a.m. to 4:00 p.m.
- e)** Highway Drivers - as scheduled; one-half (1/2) hour lunch period.

Any of the above schedules may be changed by mutual agreement in writing between the parties.

Should it become necessary to amend the day shift hours for certain grocery pickers, the Company agrees to meet with the Union to

discuss such change. The Union, shall not unreasonably prevent the Company from implementing such change and the parties may refer this matter to arbitration for resolution if necessary.

9.02 Overtime shall be offered to employees by location on a daily basis. During the summer vacation months, daily overtime in excess of one-half (1/2) hour will be offered to full-time employees at large in preference to part-time employees.

Saturday, Sunday and Statutory Holiday overtime will be offered to employees at large.

Daily overtime work outside of regular warehouse duties (for example - racking) shall be offered to full-time employees at large.

Overtime will be paid at the rate of time and one-half (1½) for any work performed outside of the standard hours of work on any regular day.

Drivers will be paid at their regular rate plus one-half (1/2) time for all hours worked and/or kilometers driven after 10 hours in any day.

9.03 Double time will be paid for any work performed on the sixth day or night for any work performed on Saturday, Sunday or any Statutory Holiday specified under this Agreement, except where the shift commences on a Sunday or Statutory Holiday. This will be in addition to holiday pay under Section 8.02 of this Agreement.

9.04 If an employee is required to report for work on a Saturday or Sunday or paid holiday, he shall be paid a minimum of four (4) hours' pay at double time, whether required to remain at work for four (4) hours' or not.

9.05 If an employee has completed his day's work and has gone home and is subsequently called back to work by the Company, he shall be paid a minimum of four (4) hours' pay at one and one-half (1½) times his normal straight time job rate, regardless of how little time he is required to work.

- 9.06** An employee temporarily transferred to another job rate will receive his own rate or the other job rate, whichever is the higher.
- 9.07** Senior employees who are willing and able to do the work available shall be given the first opportunity to work overtime.
- 9.08** Drivers shall have preference to trips in accordance with seniority. No driver will be eligible to book more than one (1) trip if this would leave a junior driver without work.

#### ARTICLE IX - HEALTH & WELFARE PLAN

- 10.01** The Company group benefit program, as outlined below, will remain in effect for the term of this Agreement. This program includes, subject to the terms and conditions of the contract with the Insurance Company:
- a) Short-Term Weekly Indemnity Plan which provides a benefit of **66 2/3%** of employees wages to a maximum of **\$650.00** per week commencing on the first day for a disability due to accident, or sickness if hospitalized, and the sixth day for a disability due to sickness for a maximum benefit period of twenty-six **(26)** weeks for any one disability.
  - b) Long-Term Disability Income Plan commencing on the **182nd** calendar day of continuous total disability for a maximum period of up to age **65**, a benefit of **66 2/3%** of basic monthly earnings to a maximum of **\$2,500.00** per month.
  - c)
    - i) Group Life Insurance of double basic wages per year at time of employee's death, rounded up to the next multiple of **\$1,000.00**.
    - ii) Basic Accidental Death and Dismemberment Insurance of double basic wages per year at time of accidental death rounded up to the next multiple of **\$1,000.00**.
  - d) Extended Health Care covering such things as prescription drugs, nursing services, physiotherapy, chiropractor services,



ambulance services, etc. and subject to a deductible annual amount of **\$25.00** for one person or **\$50.00** per family with **80%** reimbursement thereafter.

e) Semi-private accommodation in hospital for as long as required with the same benefit for convalescent care up to a maximum period of **180** days.

f) A paid up life insurance policy valued at **\$2,000.00** for employees retiring at the age of **65**.

g) OPTICAL PLAN:

Effective August 1st, 1986 the Company agrees to introduce an optical plan covering optical expenses for employees and dependants up to **\$100.00** each, every **two (2)** years.

h) In the event that improvements to the Group Benefit Program covered under **10.01** and/or **10.06** are negotiated elsewhere, the Company agrees to apply these improvements to the employees covered by this Agreement.

These benefits are provided at no cost to eligible employees (after three **(3)** months of continuous employment as a full-time employee) and further details are available in booklets provided by the Company.

**10.02** Ontario Health Insurance Plan (OHIP): The Company agrees to pay the full cost of the plan for each employee with seniority, but excluding part-time or casual employees.

**10.03** In the case of a full-time employee with seniority being laid-off from work, the Company agrees to continue to pay the premiums outlined in **10.02** above for up to three **(3)** calendar months following the month during which the employee was laid off.

The Company agrees to pay all benefits - including OHIP each month during which the employee was absent due to sickness or accident provided the above-mentioned premiums are not being paid by some other means.

**10.04** The Company agrees that, in the event of bereavement of a spouse, child, mother, father, sister, brother, of an employee, if funeral is attended, to allow said employee such time off as is necessary, not to exceed five (5) working days in succession, and to pay for the days which he would otherwise have worked at his regular scheduled hours and regular hourly rate.

The Company agrees that, in the event of bereavement leave for a mother-in-law or father-in-law, if funeral is attended, to allow said employee such time off as is necessary, not to exceed three (3) working days in succession, and to pay for the days which he would otherwise have worked at his regular scheduled hours and regular hourly rate.

The Company agrees that, in the event of bereavement of a grandparent of an employee, if funeral is attended, to allow the said employee such time off as is necessary, not to exceed two (2) calendar days in succession, and to pay for the days which he would otherwise have worked at his regular scheduled hours and regular hourly rate.

The Company agrees that, in the event of bereavement of a grandchild of an employee, one (1) day with pay shall be granted to attend the funeral if he would have otherwise worked on that day.

Employees shall be paid to a maximum of either five (5) days, three (3) days, two (2) days or one (1) day in accordance with the provisions of article 10.04.

It is understood that these days shall be working days in succession, commencing with the date of death and continuing up to and including the date of the funeral.

**10.05** The Company agrees to pay the full cost of the Canada Pension Plan.

**10.06** The Company agrees to pay one hundred per cent (100%) of the premium cost of the dental plan. Payment shall be based upon the current O.D.A. schedule. New employees must serve a three (3) month waiting period. Employees shall benefit from any improvements made to the plan by the Company during the life of this agreement.

10.07 During the time an employee is in receipt of benefits under either the weekly indemnity, the long term disability insurance or the Workers' Compensation, the Company will continue to pay its share of the costs of the benefits as set out in this Agreement.

10.08 The Company will provide a "Window of opportunity" from May 1st to July 31st in the second and third years of this Agreement. Any employee who has twenty (20) years of service and has reached the age of fifty-five (55) will be allowed to take his pension without any reduction and the Company will continue to provide benefits applicable to retired employees until he has reached the age of 65.

#### ARTICLE XI - GENERAL

11.01 A bulletin board will be provided by the Company for the use of the Union for calling meetings, etc. All notices shall have the approval of management prior to the posting thereof.

11.02 The Company agrees to supply a first-aid box properly equipped as required by the Workers' Compensation Act.

11.03 Any medical examination requested by the Company or the Ministry of Transportation 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 and the Union may, if in its opinion an injustice has been done an employee, have such employee re-examined at the Union's expense.

An employee required to take a medical examination during normal working hours will be paid for any regular hours lost at his regular hourly rate.

If a medical examination is taken after regular working hours, the employee shall be paid two (2) hours' pay. An employee required to take a medical examination during working hours will be given at least one (1) days' notice. If outside working hours, he will be given at least two (2) days' notice.

If a driving test is taken after working hours, the employee shall be paid two (2) hours' pay.

- 11.04** No driver or mechanic shall permit anyone other than employees of the Company who are on duty to ride in his truck, except transport drivers on the highway who are broken down or by written authorization of the Company.
- 11.05** No employee shall be compelled to operate equipment that is not in a sound mechanical condition.
- 11.06** All trucks shall be equipped with adequate heaters, convex mirrors, windshield wipers and washers, rear view mirrors and directional signals. All trucks purchased or leased on a long-term basis shall be equipped with maxibrakes, and all produce stake trucks similarly purchased or leased shall be equipped with power steering. New purchased trucks shall be equipped with power steering. This clause will not apply to trucks transferred from other company locations.
- 11.07** The Union accepts notice that it is a requirement of the Company that each employee be covered by a fidelity bond and agrees that the Company shall have the right to terminate the employment of any employee who may, at any time, be unacceptable to the Company's bonding company.
- If, in the opinion of the Union, an injustice has been done to an employee, the Union shall have the right to attempt to secure a bond for the employee from a chartered bonding company in the Province of Ontario. Moreover, an employee, if he cannot be bonded by the Company, shall be allowed thirty (30) days from date of notice to make his own bonding arrangements. The standard premium only will be paid by the Company, such standard premium to be that premium paid by Company for bonds applicable to all other employees who can be bonded by the Company's bonding company. Any excess premium shall be paid for by the employee.
- 11.08** In case of damage to equipment or cargo, where it is proven to the mutual satisfaction of all parties concerned that the employee or employees are at fault, the employee or employees may be charged

the actual cost of the loss or damage up to and including a maximum of twenty dollars (\$20.00). If more than one person is involved, there will be an even split.

- 11.09 No driver shall be compelled to operate a vehicle in excess of the legal load limits.
- 11.10 Should a vehicle or tow motor be in an unsafe operating condition, the driver of such vehicle shall, on the form provided, make a report in duplicate, such report to be given to the foreman, a copy of which shall be initialled by the foreman and retained by the driver. Should such a report not be acted upon, the committee shall present the matter to management.
- 11.11 It shall be the duty of every driver and helper in the case of an accident, no matter how trivial, to immediately secure the names and addresses of all possible witnesses, after which he shall report by telephone to the office of the Company. He shall then report the circumstances of the accident to management in writing with complete witness data.
- 11.12 The Company will grant two (2) fifteen-minute rest periods; one (1) in the first half and one (1) in the second half of each shift. When the work is to progress past the normal workday, a fifteen-minute rest period will be allowed after one (1) hour overtime and every two (2) hours thereafter. Rest periods on an overtime day shall be the same as on a regular work day.
- 11.13 A daily time record shall be maintained by the Company at the place of business. Time clocks will remain in operation during the life of this agreement.
- 11.14
- a) Any driver or mechanic who may be required to stay away from the warehouse overnight shall be reimbursed for lodging, dinner on the night he is away and breakfast and lunch of the following day if he has not yet returned to the warehouse.
  - b) A driver will be entitled to the breakfast allowance if he leaves the warehouse before 6:00 a.m. A mechanic who is being compensated at the rate of time and one-half (1½) will be

entitled to the breakfast allowance if he leaves the warehouse before 6:00 a.m.

- c) A day shift highway driver will be allowed the dinner allowance if he returns to the warehouse after 7:00 p.m. or has been on duty twelve (12) hours or more. An afternoon or night shift highway driver will be allowed the dinner allowance if he returns to the warehouse after eight (8) hours or more, and after 12:00 midnight.
- d) Meal Allowances

Lodging	on receipt
BreaMast	<b>\$4.75</b>
Lunch	<b>\$4.75</b>
Dinner	<b>\$7.00</b>

**11.15** Any driver who loses his driving privileges under the law shall be entitled to a leave of absence of up to one (1) year without loss of seniority, but without entitlement to, or payment by the Company of the other benefits set out in this agreement. Drivers may also apply for a full-time opening through the posting procedure of this Agreement or they may perform part-time work should they lose their licence. If a driver goes part-time he shall be covered under the part-time appendix of this agreement.

However, drivers convicted of drunk, impaired or negligent driving while operating a company vehicle may be discharged regardless of seniority or other considerations.

**11.16** a) The Company will supply, at no cost to the employees, who are classified as drivers the following uniform. The wearing of these uniforms shall be mandatory.

- 1 parka every 2 years
- 3 pairs of pants every year
- 3 short sleeve shirts every year
- 3 long sleeve shirts every year
- 2 caps per year (summer and winter)
- 1 wind breaker every year

- b) The Company will supply aprons free of charge to employees working in the produce department.

11.17 The Company will normally give each employee his pay in a sealed envelope on Thursday during working hours. At no time shall more than one (1) week's pay be held back. Minor shortages will be paid the following pay. Shortages in excess of fifty dollars (\$50.00) will be paid immediately. Dates and mileage, where applicable, will be shown on the cheque stubs.

11.18 The Company agrees to supply mechanics and shunters with coveralls, raincoats, rubber boots and safety shoes and these shall be supplied to employees and to shunters on duty as required. The Company agrees to provide non-prescription safety glasses for mechanics. All clothing will bear the union label, and the cleaning will be borne by the Company. The Company agrees to supply mechanics with a jacket every two (2) years.

11.19 If an employee meets with an accident after starting work and is unable to return to work to carry out his duties that day, he shall be paid his full day's wages for the day of his injury. The Company shall supply his transportation to a hospital or doctor and then to his residence in the event he cannot return to work on that day.

11.20 The Company agrees to pay each mechanic a tool allowance of \$255.00 per year. Such payment will be made on or about May 1st of each year.

11.21 If an employee is called and required to serve on jury duty or as a crown witness on his normal working day, the Company agrees to pay the equivalent of an eight (8) hour day at straight time, less the amount of jury duty pay received.

11.22 The Company will pay 100% of the cost of prescribed safety glasses to mechanics up to a maximum of \$75.00 every two (2) years.

- 11.23 The Company agrees to pay each full-time employee a safety shoe allowance of **\$80.00** per year. Such payment will be made on or about May 1st of each year.
- 11.24 The Company agrees to maintain its current practice on freezer clothing.
- 11.25 When warehouse employees and mechanics work in excess of two (2) hours of overtime in addition to their regular shift, such employees will be entitled to a **\$4.00** meal premium.
- 11.26 Outsiders will not operate any equipment on the dock nor will they pick any orders.

**ARTICLE XII - JOB CLASSIFICATION & HOURLY WAGE RATES**

12.01	<u>Classification</u>	<u>Effective May 1/95</u>	<u>Effective May 1/96</u>	<u>Effective May 1/97</u>
a)	Drivers Shunters Shippers Checkers Highlift Fork Operators Receivers	\$20.04	\$20.44	\$20.85
b)	Pickers+/ Warehouse Person	\$20.04	\$20.44	\$20.85
c)	Unloader	\$20.04	\$20.44	\$20.85
d)	Salvage and Janitorial	\$19.99	\$20.39	\$20.80
e)	Skilled Mechanic: Class A	\$21.11	\$21.53	\$21.96
	Apprentice Garage Helper+*	\$20.40	\$20.81	\$21.23



\* The Company agrees to pay employees working in the frozen food freezer a premium of fifty cents (50¢) per hour.

\*\* Any garage helper who possesses a valid Trailer Repairman's Certificate from the Ontario Ministry of Labour will receive a premium of five cents (5¢) on all hours worked.

12.02 MILEAGE RATES:

Effective May 1, 1995, for all present highway drivers on the payroll as of the date of ratification and future highway drivers: 26.35 cents per kilometre.

Effective May 1, 1996: - 26.88 cents per kilometre.

Effective May 1, 1997: - 27.42 cents per kilometre.

12.03 Drivers who are required by the Company to lay overnight on a trip will receive a guarantee of five (5) hours pay at the drivers' rate.

12.04 The Company agrees to pay seventy-five cents (75¢) per hour premium to all employees on the night shift, and thirty cents (30¢) per hour premium to any garage mechanic commencing work at 5:00 a.m.

Drivers shall be paid the applicable night shift premium of seventy-five cents (75¢) per hour for time spent unloading at the stores during the night shift (after 4:30 p.m.).

ARTICLE XIII - DURATION OF AGREEMENT

**13.01** Unless changed by mutual consent, this Agreement shall continue in full force and effect from May 1st, 1995 up until April 30th, 1998 and shall continue automatically thereafter for annual periods of one (1) 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.

Signed at London, Ontario, this 15<sup>th</sup> day of January, 1996.

FOR THE COMPANY

FOR THE UNION

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## APPENDIX "A"

### PART - TIME EMPLOYEES

All matters relative to part-time employees and their working conditions shall be contained in this Appendix.

#### ARTICLE I - RECOGNITION

- 1.01 The Company recognizes the Union as the sole collective bargaining agent for all employees of LOEB Inc., at its London Division at 1000 Clarke Road and 847 Highbury Avenue employed for not more than twenty-four (24) hours per week save and except foremen, persons above the rank of foremen, office and sales staff.
- 1.02 Part-time employees shall pay to the support of the local Union the amount of monthly dues and initiation fees which shall be checked-off, but no other provisions of this agreement, with the exception of Appendix "A" shall apply. They shall not interfere with the seniority rights and job conditions of full-time employees. The Company shall indicate on the check-off form whether an employee is part-time.
- 1.03 The Company will provide a seniority list of part-time employees.
- 1.04 Seniority will be on a branch basis and an employee will be considered on probation until he has been with the Company for a total of twenty-five (25) days worked. His seniority shall then date back to the first day of hiring.
- 1.05 When transferred from part-time to full-time, 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.
- 1.06 When part-time employees are required for work, the Company will call between 6:00 a.m. and 7:00 a.m. for days, 2:30 p.m. and 4:00 p.m. for afternoons and between 4:30 p.m. and 6:00 p.m. for nights

except if due to circumstances beyond its control, the Company was not aware beforehand that part-time help would be required.

1.07 The Company agrees to pay vacation to part-time employees on March 1st of each year.

ARTICLE II - GRIEVANCE PROCEDURE

2.01 The grievance procedure as outlined in ARTICLE IV of the full-time agreement, shall also apply to part-time employees.

ARTICLE III - PART-TIME RATES

3.01	<u>Classification</u>	<u>Effective May 1/95</u>	<u>Effective May 1/96</u>	<u>Effective May 1/97</u>
	a) Warehouse Person	\$14.94	\$15.24	\$15.55

3.02 Part-time employees shall receive time and-a-half (1½) for work performed in excess of eight (8) hours in a day.

ARTICLE IV - CALL-IN

4.01 Part-time employees shall be offered available hours of work by seniority up to 40 hours per week provided they are available and qualified to perform the work required.

If any part-time employee works 40 hours per week for 30 consecutive calendar days, except for replacement of full-time employees, then a full-time position shall be posted in accordance with article 6.03 of this agreement.

The Company shall supply the Union with a weekly list showing full-time employee absences and part-time employees who have worked.

Letter of Agreement

Between

LOEB Inc. - London Division  
Teamsters, Chauffeurs, Warehousemen  
And Helpers Union, Local 141  
International Brotherhood of Teamsters,  
Chauffeurs, Warehousemen and Helpers  
of America

1. Short-time drivers who find themselves short of 40 hours per week may request Sunday part-time work. These part-time hours worked on Sunday shall not be included in the calculation of overtime.
2. The bid shunter(s) shall continue to be scheduled eight (8) hours per day and 40 hours per week and shall be reclassified with the drivers.
3. Part-time employees on payroll as of the date of ratification of this agreement will be paid for the Civic Holiday provided they qualify under the provisions of the Employment Standards Act.

This shall not apply to any part-time employee hired after date of ratification.

4. Should it become necessary the Company may institute a Tuesday to Saturday schedule and Saturday work shall be paid at straight time for the Tuesday to Saturday shift.

Employees will be able to choose either the Monday to Friday schedule or the Tuesday to Saturday schedule in accordance with their seniority.

5. The Company agrees to pay a minimum of two (2) employees for working the Sunday Produce Shift from 10:00 a.m. to 6:30 p.m. Employees assigned to this shift will be paid two dollars (\$2.00) per hour premium in addition to their regular pay for all hours worked on this shift.

Signed at London, Ontario this 15th, day of January, 1996.

For the Company

For the Union

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*[Signature]*  
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*[Signature]*

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*Robert Litcher Local 141*  
\_\_\_\_\_  
*Tom Danny*  
\_\_\_\_\_  
*Tom Keen*  
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*[Signature]*  
\_\_\_\_\_  
*David A. Newman*

**LETTER OF AGREEMENT**

**BETWEEN**

**LOEB INC. - LONDON DIVISION**

**AND**

**TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN  
HELPERS UNION, LOCAL 141**

It is agreed between the above mentioned parties that the SUB Plan shall be amended as follows:

1. The term of the plan shall be from May 1st, 1995 to April 30th, 1998.
2. Full-time employees shall become eligible to receive benefits after one (1) year of service.
3. The benefits of the plan shall supplement unemployment insurance benefits to a maximum of eighty percent (80%) of an employee's salary.
4. Should the fund drop from its present level of \$50,000 the Company shall begin contributing ten cents (10¢) per hour worked until the fund again reaches \$50,000.

In agreement with the above, the parties have signed in London, Ontario  
this 15<sup>TH</sup> day of January, 1996.

For the Company

[Signature]  
[Signature]  
[Signature]  
[Signature]

For the Union

Paul Fletcher LOCAL 141  
[Signature]  
[Signature]  
[Signature]



**LOEB Inc.**  
530 Industrial Avenue  
PO Box 8387  
Ottawa Ontario K1G 3K8  
613 737-1360

December 18, 1995

Mr. Ray Elliott, President  
Teamsters, Chauffeurs, Warehousemen  
and Helpers Union, Local 141  
426 Third Street  
London, Ontario  
N5W 4W6

Dear Mr. Elliott:

The Company agrees that it will not, during this term of this Agreement, lease any of its present trucking operations if such leasing would have the effect of terminating the employment of any of those presently engaged as truck drivers.

Yours very truly,

LOEB INC. - LONDON DIVISION

A handwritten signature in black ink, appearing to read 'Jack Bontje'. The signature is written in a cursive, flowing style with a large, prominent loop at the end.

Jack Bontje  
Distribution Manager