

Collective Agreement

Between

Goodwill Industries of Toronto

and

Teamsters International Union

Local 847

Retail

Begins:

02/01/2005

Terminates:

01/31/2008

11281 (04)

Source: north

Employees:

Received by:

Date: 11/14/2007

Coded by :

RECEIVED
14/11/07

TABLE OF CONTENTS

ARTICLE	DESCRIPTION	PAGE
I	INTENT	1
II	RECOGNITION	1
III	UNION SECURITY	1
IV	MANAGEMENT RIGHTS	2
V	GRIEVANCE PROCEDURE	3
VI	ARBITRATION	5
VII	DISCHARGE AND DISCIPLINARY ACTION	6
VIII	NO STRIKES • NO LOCKOUTS	6
IX	SENIORITY	7
X	VACATIONS	10
XI	GOODWILL HOLIDAYS	12
XII	HOURS OF WORK AND OVERTIME	13
XIII	WAGES	15
XIV	TEMPORARY CLASSIFICATION ASSIGNMENT	15
XV	LEAVE OF ABSENCE	16
XVI	RETIREMENT	17
XVII	HEALTH AND WELFARE	17
XVIII	PENSION PLAN, GROUP LIFE INSURANCE & MAJOR MEDICAL INSURANCE	18
XIX	SAFETY	19
XX	GENERAL	19
XXI	CONTRACT RE-OPENER	20
XXII	TERM	20
	SCHEDULE 1A - RATES OF PAY	22
	SCHEDULE 2A - ADDITIONAL ITEMS	23
	LETTERS OF UNDERSTANDING	24

THIS AGREEMENT dated the 28th day of April 2005.

B E T W E E N :

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

- and -

TEAMSTERS INTERNATIONAL UNION LOCAL 847
(Laundry and Linen Drivers and Industrial
Workers Union), affiliated with the
International Brotherhood of Teamsters,
Chauffeurs, Warehousemen and
Helpers of America

ARTICLE I: INTENT

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

ARTICLE II: RECOGNITION

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

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

ARTICLE III: UNION SECURITY

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

3.02 For the duration of the Agreement, Goodwill agrees to deduct monthly dues from the pay of each employee from date of employment and initiation fees when the employee has completed the probationary period and forward to the Secretary-Treasurer of the Union all sums collected, together with a list of those employees from whom dues have been deducted no later than the fifteenth (15th) day of the month following the month in which such deductions were made. The Secretary-Treasurer of the Union shall notify Goodwill from time to time of any change in the amount of monthly Union dues, Initiation Fees or special assessments.

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

Goodwill will provide the Union with a designated office (at 234 Adelaide Street), access to a telephone with voice mail, fax, conference/meeting rooms and locked filing cabinet/s for the purpose of conducting Union business in accordance with the Collective Agreement.

ARTICLE IV: MANAGEMENT RIGHTS

4.01

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

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

It is agreed that progressive discipline will be applied for minor offenses and immediate termination for proven theft or serious and proven misappropriation of property or merchandise.

Discipline will also be applied where an employee refuses to submit to a security check or fails to use the designated exit for their work area usually after at least one verbal warning has been given. It is also understood that clear written permission signed by a member of the management staff must be obtained to remove any article from the premises.

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

4.02 It is understood and agreed that these rights shall not be exercised in a manner inconsistent with the specific terms of this Agreement. It is understood that a claim that the Company has exercised these rights in a manner that is inconsistent with the specific terms of this Agreement shall be proper subject matter for a grievance.

ARTICLE V: GRIEVANCE PROCEDURE

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

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

b) A Union Steward or Union member who is required to assist an employee pursuant to Article V or to attend a meeting at any Step of the Grievance Procedure or for Labour Management purposes, shall be compensated at their base hourly rate of pay for time spent for such purposes.

It is understood that if a grievance meeting is outside the regular working hours of the Union Steward and a Union member of the grieving employee's choice is not available, any disciplinary action must be rescheduled. It is also understood that a maximum of one (1) Steward or one (1) Union member shall be compensated with the exception of meetings held at Step 3 of the Grievance Procedure where a Steward and the Chief Steward shall be compensated if requested to attend by either party. It is further understood and agreed that all members of the Negotiating Committee shall be compensated for time spent for such purposes in accordance with the current practice.

c) Goodwill agrees to grant one (1) days' leave of absence with pay per year for all Union Stewards to attend training with the Union.

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

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

STEP NO. 1

The steward on behalf of the aggrieved employee and the aggrieved employee shall present a grievance orally or in writing to the appropriate Store Manager or Retail District Manager within seven (7) working days of the occurrence. If a reply satisfactory to the employee concerned is not given by the manager within two (2) working days of the original presentation of the grievance to them (or longer period which may be mutually agreed upon), the grievance may be presented as follows at any time within two (2) working days of the date set for the reply by the supervisor or director.

STEP NO. 2

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

STEP NO. 3

The aggrieved employee and the steward may submit the grievance in writing to the Vice President or a designate and the employee, accompanied by the steward, shall meet as promptly as possible with such persons as Management may desire to consider the grievance. At this stage, they may be accompanied by a representative of the Union if this is requested by either party. The President or a designate will render a decision in writing within five (5) working days following such meeting.

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

5.06 Working days for the purposes of this Agreement shall mean all days excluding Saturdays, Sundays, Goodwill Holidays and Statutory or declared holidays.

ARTICLE VI: ARBITRATION

- 6.01 Both parties to this Agreement agree that any dispute or grievance which has been properly carried out through all the steps of the grievance procedure outlined in Article V above and which has not been settled will be referred to an Arbitrator, at the written request of either of the parties hereto provided, however, that a Board of Arbitration may be substituted for the Arbitrator on consent of both parties to this Agreement.
- 6.02 An Arbitrator will be chosen by the mutual agreement of the parties provided that if the parties fail to agree within seven (7) days of the notification mentioned in 6.01 above, the Minister of Labour of the Province of Ontario may be asked to nominate a person to act as Arbitrator at any time thereafter.
- 6.03 A Board of Arbitration will be composed of one person appointed by Goodwill, one person appointed by the Union, and a third person to act as Chairperson chosen by the other two members of the Board.
- 6.04 Within seven (7) working days of the request by either party for a Board, each party shall notify the other in writing of the name of its appointee.
- 6.05 Should the person chosen by Goodwill to act on the Board and the person chosen by the Union fail to agree on a third person within seven (7) days of the notification mentioned in 6.04 above, the Minister of Labour of the Province of Ontario may be asked to nominate a person to act as Chairperson at any time thereafter.
- 6.06 The decision of the Arbitrator or a Board of Arbitration or a majority thereof, constituted in the above manner, shall be binding on both parties.
- 6.07 The Arbitrator or a Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement nor to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 6.08 Each of the parties to this Agreement will bear the expenses of the Arbitrator appointed by it and the parties will jointly bear the expenses, if any, of the Arbitrator or Chairperson of the Board of Arbitration.
- 6.09 Working days for the purposes of this Agreement shall mean all days excluding Saturdays, Sundays, Goodwill Holidays, and Statutory or declared holidays.

ARTICLE VII: DISCHARGE AND DISCIPLINARY ACTION

- 7.01 A claim by an employee who has completed the probationary period that they have been discharged or suspended without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the appropriate Vice President at Step No. 2 of the grievance procedure within five (5) working days after the employee ceases working for Goodwill. Such special grievances may be settled by:
- a) Confirming the management's action in dismissing the employee; or
 - b) Reinstating the employee with full compensation for time lost; or
 - c) Any other arrangement, which is just and equitable in the opinion of the conferring parties or an Arbitrator or a Board of Arbitration.
- 7.02 When an employee has been dismissed or suspended without notice, he or she shall have the right to interview a steward for a reasonable period of time before leaving the premises.
- 7.03 Where an employee has received a verbal reprimand a copy of the written record of the verbal reprimand will be provided to the steward thereafter in a timely manner.
- 7.04 If during an investigation meeting with an employee, the Manager determines that discipline may become necessary, a Shop Steward shall become present. In accordance with current practice, employees covered by the Collective Agreement are given the choice of having a Union Steward present before commencing any discussion. However, if the discussion requires a decision which may affect the working conditions of an employee, then a Union Steward shall become present.
- 7.05 Any notation of a related reprimand or disciplinary action placed on an employee's record shall not be considered by the employer in imposing discipline, provided a period of fourteen (14) months has elapsed from the date the discipline was recorded during which time the employee has not received a further notation for any related disciplinary infraction.

ARTICLE VIII: NO STRIKES - NO LOCKOUTS

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

ARTICLE IX: SENIORITY

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

9.02 All employees will be considered on probation until completion of three (3) calendar months service with Goodwill and will have no seniority rights during that period. Full-time and part-time employees will be exposed to all tasks within that three (3) month period. After completion of three (3) calendar months' Service with Goodwill, the seniority shall date back to the date on which employment began.

Subject to the conditions below, it is also agreed that a second probationary period is required when an employee moves to the classification of Senior Sales Clerk on a temporary or permanent basis within the bargaining unit. It is understood that during the second probationary period, the employee shall receive the 3-month rate and after successful completion of the probationary period, shall be placed on the grid in accordance with their length of service at Goodwill. Part-time employees moving to full-time status either on a temporary or permanent basis within the bargaining unit, who have completed five hundred and fifty (550) hours of service prior to assuming the full-time position, will not be required to complete a second probationary period before eligibility for 'after probation' wages and benefits. In situations where the employee does not meet the requisite number of hours to be eligible for 'after probation' wages and benefits, a three (3) month probation is required. Goodwill also agrees that there will be no separate probation period for employees moved or transferred from one store to another. There is also no intent to terminate or rehire employees in order to prolong their probationary period. The discipline, dismissal, layoff or failure to recall after layoff of a probationary employee shall not be the subject of a grievance and shall remain within the discretion of Goodwill. It is agreed that the dismissal of a probationary employee shall be in the presence of a steward wherever possible. In all cases, part-time employees who have completed one (1) year of service with Goodwill shall be paid the applicable one (1) year classification rate as set out in the wage schedule.

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

9.04 As used in this Agreement, the term "qualifications" shall mean such factors relating to job performance as skill, competence, ability, training experience, and general work record with Goodwill. Layoffs, which are anticipated to exceed five (5) working days and recalls after layoffs, shall be based on the following factors:

- a) Seniority, and
- b) Qualifications

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

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

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

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

- a) Voluntarily quits employment with the company;
- b) Is off work for a continuous period of eighteen (18) months or the length of the employee's seniority, whichever is the shorter;
- c) Is discharged and is not reinstated through the grievance procedure or arbitration;
- d) Fails to report to work within three (3) working days after being notified by Goodwill of recall by registered mail at the last known address;
- e) Fails to return to work upon the termination of an authorized leave of absence unless a bona fide reason is given to the appropriate manager or director on or before the expected date of return;
- f) Accepts gainful employment while on a leave of absence without first obtaining the consent of Goodwill in writing;
- g) Is absent from work for three (3) consecutive working days without notice to Goodwill and a bona fide reason therefore.

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

It is agreed that a medical certificate may be requested following any absence at the discretion of the work supervisor and that this shall be at the expense of the employee in cases where the employee's attendance level has exceeded an acceptable level determined by the company or when the pattern of absence is questionable. When an employee is off work for six (6) weeks or more due to illness or injury, Goodwill has the option to require the employee to be examined by a doctor designated by Goodwill who will bear the cost of such examination.

9.08 In the event that any employee covered by this Agreement should be promoted to a supervisory or confidential position beyond the scope of the Agreement and is later placed in a position within the scope of this Agreement the seniority previously acquired in the bargaining unit shall be retained and shall have added thereto the seniority accumulated while serving in such supervisory or confidential position for a period of three (3) months. In the event that such employee is not returned to a bargaining unit position within the said three (3) month period, all seniority formally acquired in the bargaining unit shall be lost.

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

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

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

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

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

Goodwill shall post the name of the successful applicant on the bulletin board in the respective store and will notify the Chief Union Steward. Inquiries from

applicants should be directed to the Human Resources Department.

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

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

ARTICLE X: VACATIONS

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

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

- a) All employees who have been continuously employed by Goodwill for one (1) full year but less than three (3) full years prior to June 30th in any year, shall receive two (2) weeks' vacation with pay, such pay to be calculated at four per cent (4%) of such employee's earnings with Goodwill during the twelve (12) months immediately preceding June 30th in that year.
- b) All employees who have been continuously employed by Goodwill for three (3) full years or more prior to June 30th in any year, but less than eight (8) full years, shall receive three (3) weeks' vacation with pay, such pay to be calculated at six per cent (6%) of such employee's earnings with Goodwill during the twelve (12) months immediately preceding June 30th in that year.
- c) All employees who have been continuously employed by Goodwill for eight (8) full years or more prior to April 1st in any year shall receive four (4) weeks vacation with pay, such pay to be calculated at eight per cent (8%) of such employee's earnings with Goodwill during the twelve (12) months immediately preceding April 1st in that year.

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

10.03 Choice of vacation period shall be based upon seniority, provided that prior to choosing a vacation period, an employee first receives written consent from the department supervisor for the period chosen, and providing also, that such choice does not interfere with the normal departmental operating needs. No vacation period in excess of two (2) consecutive weeks need be granted by Goodwill except in circumstances which Goodwill considers to be exceptional.

Goodwill agrees to supply a vacation schedule for each department where employees will be asked by April 1st in any year to state their vacation preferences. Written confirmation of requests will be made by May 1st in any year based upon seniority and the criterion mentioned in paragraph one (1). Seniority will not apply to vacation requests after May 1st in any year. It is agreed that full-time employees may, where necessary, carry forward a portion of the vacation entitlement not used in the previous year. The maximum amount of carryover for full-time employees should not exceed the equivalent of six (6) months of vacation due in accordance with Article X.

10.04 All part-time employees who have been continuously employed by Goodwill for one (1) full year or more shall receive two (2) calendar weeks vacation time. All part-time employees who have been continuously employed by Goodwill for five (5) years shall receive three (3) calendar weeks' vacation time. All part-time employees who have been continuously employed by Goodwill for eight (8) years shall receive four (4) calendar weeks' vacation time, one week of which shall be taken in the month of February. Payment will be in accordance with 10.01 above.

It is further understood that scheduling of vacations shall be made in accordance with 10.03 with the exception of vacation carryover, which applies to full-time employees only.

10.05 Vacation pay shall be paid on a separate cheque prior to a scheduled vacation, if requested in advance in writing.

10.06 Accrued vacation earnings shall be indicated on all pay cheques.

10.07 When a full-time or part-time employee moves to a different classification, their vacation entitlement shall be calculated in accordance with their total years of service with Goodwill.

ARTICLE XI: GOODWILL HOLIDAYS

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

New Year's Day	Thanksgiving
Good Friday	½ day Christmas Eve
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	%-day New Year's Eve
Labour Day	Heritage Day - if proclaimed
The employee's birthday (to be taken within six (6) calendar months after its actual date.)	One full day or two %-days between Christmas and New Year's. Goodwill will advise dates chosen annually.

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

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

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

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

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

11.04 If any employee works on one of the approved store holidays they will receive payment at time and one-half their regular rate for hours actually worked, in addition to receiving regular holiday pay. It is agreed that employees may receive time off in lieu for any such hours worked. This lieu time would be equivalent to the actual holiday pay entitlement. i.e. 8 hours x 1 ½ = 12 hours or 1 ½ days. This time off must be taken within thirty (30) working days following that holiday or be forfeited.

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

ARTICLE XII: HOURS OF WORK AND OVERTIME

- 12.01 The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week. The standard workweek begins at 12:01 a.m. Sunday and ends 11:59 p.m. Saturday.
- 12.02 The standard workweek shall consist of forty (40) hours per week, exclusive of lunch period but inclusive of coffee breaks.
- a) The term full-time employee shall mean any employee hired for an indefinite period in excess of twenty-five (25) hours weekly and who normally works the scheduled full-time hours referred to in Article 12.02.
 - b) The term part-time employee shall mean any employee who regularly works not more than twenty-four (24) hours per week apart from those classified as "Casual" employees in the Letter of Understanding forming part of this contract. It is agreed that regular working hours for part-time employees shall not include hours worked on a temporary basis, in respect of leaves of absence, including maternity and parental leave; illness, long-term disability, Workers' Compensation, or other emergencies which may occur from time to time. A full-time worker in these situations can be replaced by a part-time worker. On the return of the full-time employee, the part-time employee will return to their part-time status without loss of seniority. In the circumstances described these additional hours will not qualify the part-time worker for the benefit program available to full-time employees.
- 12.03 Overtime at the rate of time and one-half the employee's regular salary rate shall be paid for all work performed over forty (40) hours per week. Work performed on holidays that is not part of an employee's regular shift shall be paid in accordance with the Employment Standards Act of Ontario. It is agreed that all full-time employees will be paid at the rate of time and one-half their regular hourly rate for all work performed on Sunday.
- 12.04 There shall be a fifteen (15) minute paid coffee break in the first half and the second half of each shift to be granted at a time or times selected by Goodwill.
- 12.05 There shall be a lunch period of forty-five (45) minutes for each shift, to be granted at a time or times selected by Goodwill between the fourth (4th) and sixth (6th) hour of the shift.
- 12.06
- a) Regardless of when an employee arrives for work or leaves, the employee is the only person allowed to sign or punch their time sheet or time card whether it be at the beginning or the end of a shift.
 - b) An employee who punches or signs their time card/sheet later than the scheduled starting time may be penalized as follows:
 - (i) Up to and including eight (8) minutes late deduction of fifteen (15) minutes of regular hourly rate of pay.
 - (ii) Up to and including sixteen (16) minutes late deduction of thirty (30) minutes of regular hourly rate of pay.

- c) An employee who fails to sign or punch their time sheet or card at the start finish of any day will be liable for progressive disciplinary action which will include a verbal warning, discussion report, and a final warning and suspension for continued violations.
 - d) Signing or punching a time sheet or card for another person is not permitted and can result in a disciplinary action up to and including suspension for first offenders and dismissal for continued offenses.
- 12.07 There will be no pyramiding of overtime premiums, that is, the overtime rates will not be paid twice for the same hours worked nor will overtime premiums be pyramided with other premium payments provided for in this Agreement.
- 12.08 An employee who is unable to report to work for any reason must advise their supervisor at the earliest possible time before the commencement of their shift. Employees who fail to advise of their absence without giving a bona fide reason will be liable for appropriate disciplinary action.
- 12.09 Employees may receive time off in lieu of monies owed for overtime hours worked. The recording of the lieu time hours will be in accordance with Article 12.03. An employee wishing to use lieu time must give their manager or supervisor at least a week's notice of intention and receive written approval from their supervisor. A special form will be made available.
- 12.10 Goodwill will make every reasonable effort to arrange schedules that allow a fair and equitable distribution of time off to meet the needs of employees.
- a) Goodwill will endeavour to arrange weekly schedules so that full-time employees will whenever possible have two (2) consecutive days off, or on a split basis, if requested, or when they are off on a Saturday, however it is understood that in cases of emergency or for some specific work assignment it may not be possible to attain this goal. To this end, employees may provide management with a request for preferred days off by no later than 9:00 a.m. on the Monday in respect of the following calendar week. Management will make a sincere effort to schedule employees in accordance with their requests, and will take seniority into consideration when completing the schedule, and subject to the need to maintain efficient staffing.
 - b) Goodwill will make a sincere effort to schedule employees so that full-time employees receive two (2) weekends off in a four (4) week period and part-time employees receive at least one (1) weekend off in a four (4) week period if requested.
 - c) A copy of the store employee schedule shall be provided to the Union Representative on a weekly basis.
- 12.11 A full-time employee who has left the store after completion of his or her regular shift and is called back to work shall receive a minimum of four (4) hours pay at his or her straight-time hourly rate.

- 12.12 a) A full-time employee who is called into work shall receive a minimum of five (5) hours pay at his or her straight-time hourly rate with the exception of meetings where the minimum shall be four (4) hours pay at his or her straight-time hourly rate.
- b) A part-time employee who is called into work shall receive a minimum of four (4) hours pay at his or her straight-time hourly rate with the exception of communication meetings where the minimum shall be three (3) hours pay at his or her straight-time hourly rate.
- 12.13 a) Time schedules for full-time and part-time employees will be posted by noon Monday for the following week. Such schedule is for the information of the employees and may be subject to change. Management will endeavor not to change the schedule once it is posted.
- b) In the interests of good working relationships, management will consult with employees and mutually agree on changes before revising the schedule.
- 12.14 It is understood that when the hours of work in a store are reduced, the available hours of work shall be first assigned amongst the full-time employees in the store so that the normal hours of work of the full-time employees will not be reduced.
- It is agreed that in all cases, casual and probationary employees will be laid off first.

ARTICLE XIII: WAGES

- 13.01 During the term of this Agreement, Goodwill and the Union agree that all payments of wages will be made in accordance with the wage rates set forth in Schedule " A hereto which is hereby made a part of this Agreement.
- 13.02 In the event negotiations conclude beyond February 1, 2005, all wage increases applicable to the period February 1, 2005 to January 31, 2006 shall be retroactive to February 1, 2005 and all wage increases applicable to the period February 1, 2006 to January 31, 2007 shall be retroactive to February 1, 2006.

ARTICLE XIV: TEMPORARY CLASSIFICATION ASSIGNMENT

- 14.01 Any employee who for the convenience of Goodwill is temporarily assigned for a period of half a regular shift performing the full responsibilities of another **job** for which the rate of pay is different from that in effect for such employee's regular **job** shall be paid while so employed as follows
- a) If the rate of pay for the job to which the person transferred should be less than the employee's regular pay they will receive their regular rate of pay,
- b) If the rate of pay for the **job** to which the employee assigned should be higher than their regular pay they will be entitled to receive the rate of pay for the **job** to which they are temporarily assigned,

- c) It is agreed that split shifts will not be introduced to avoid a premium payment for a full shift. It is also understood that performing minor duties at the beginning of a shift such as opening the store will not entitle the employee to a premium rate.

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

ARTICLE XV: LEAVE OF ABSENCE

15.01 Compassionate Leave

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

If the employee is not attending the actual funeral, one (1) day will be granted for arrangements and/or remembrance.

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

15.02 Written request for leave of absence without pay shall be considered by Goodwill. It is understood that any leave of absence is subject to three (3) weeks notice being given to Goodwill, however emergency requests will be considered. In the event such leave of absence is not used for the purpose granted, the employee may be subject to disciplinary action up to and including dismissal. It is further understood that leaves of absence will be honored on a first come, first serve basis. All requests for leaves of absence will be directed to the Director, Human Resources or designate through the employee's direct supervisor for approval. A written response will be provided to the employee within five (5) working days.

No leaves of absence in excess of eight (8) consecutive weeks need be granted by Goodwill except in circumstances which Goodwill considers to be exceptional. Previously accrued vacation must be used before a leave of absence will be considered.

Authorized leaves of absence may be extended at the discretion of Goodwill upon written request of the employee or direct contact by the employee with the appropriate Manager or Director and approval given. Employees failing to return from authorized leaves of absence without receiving written approval for extension of the original leave of absence from Goodwill may be disciplined or discharged from employment unless a bona fide reason is given by the employee directly to the appropriate Manager or Director prior to the expected date of return.

ARTICLE XVI: RETIREMENT

16.01 It is Goodwill's policy that employees officially retire at the end of the month following their sixty-fifth (65th) birthday.

ARTICLE XVII: HEALTH AND WELFARE

17.01 Sick Leave

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

a) **Casual Sick Pay**

- (i) Full-time employees shall accumulate sick leave benefits at the rate of one (1) day for the first two (2) months of the service, and one-half (½) day per month for the balance of ten (10) months in any year up to a total of seven (7) days. The maximum casual sick leave accrual at any time will be twenty-five (25) days.
- (ii) Part-time employees who have been continuously employed by Goodwill for three (3) years or more shall accumulate sick leave benefits at the rate of one quarter (~~114~~) day per month up to a total of three (3) days per year.

b) **Major Illness Policy**

Employees shall accumulate major illness credits at the rate of one and one-quarter (1¼) days per month up to a maximum accrued credit of seventy-five (75) days. Such credits can only be applied to a fully substantiated illness as determined by Goodwill, which would normally involve a period of hospitalization. Benefits will be paid after a one (1) week waiting period and shall be calculated as follows:

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

17.02 **Hospital Insurance**

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

ARTICLE XVIII: PENSION PLAN, GROUP LIFE INSURANCE & MAJOR MEDICAL INSURANCE

- 18.01 a) Goodwill acknowledges that there are in existence certain benefit programs available to all full-time employees who have completed their probationary period. Goodwill agrees to continue to pay that portion of the premium in respect of those programs as it presently pays in order to maintain at least the present benefit level as covered by written Goodwill policy. Goodwill further agrees that in addition to the pension plan outlined in the employee handbook, an RRSP payroll deduction plan fully funded by employee contributions will be available to all full-time employees. However in no event shall Goodwill be deemed to be an insurer in respect to the benefit described in such policy or programs and the terms of the policies themselves are hereby incorporated by reference as part of the Agreement. Goodwill agrees to provide the Union with a copy of such plans and policies upon request. Effective March 23, 1996, part-time employees are eligible for specific benefit coverage (fifty per cent (50%) of the vision care benefit and fifty per cent (50%) of the cost of approved prescription drugs) for the employee's use only. To qualify, part-time employees must work at least five hundred and fifty (550) hours in the first six (6) month period to be eligible to enroll in this benefit plan for the next six (6) month period. The six (6) month periods begin February and August.
- b) The vision care benefit will provide a maximum of one hundred and fifty dollars (\$150) every twenty-four (24) months towards the purchase of approved vision care.
- c) Goodwill agrees to provide a plastic identification card for each employee enrolled in the major medical plan, which will allow him or her to obtain approved prescription drugs at no cost from participating pharmacies in Canada. The card must be returned when the employee leaves Goodwill.
- d) The Accidental Death and Dismemberment policy will cover the spouse and dependent children of employees for the amounts specified in the benefit booklet supplied by Goodwill.
- e) Goodwill agrees to maintain all benefits the employee is enrolled in while on medical leave for the length of the employee's seniority or up to one (1) year, whichever is the shorter.

18.02

Dental Plan

For all full-time employees who have completed their probationary period, Goodwill will pay one hundred per cent (100%) of the total premium for a dental plan which provides benefits at least equivalent to the Blue Cross Basic Dental Plan Number 7 which will include Periodontal, Endodontics, and Prosthetic Services procedure codes as detailed in the list supplied to the Union. It is understood that employees' dental bills will be reimbursed at seventy-five per cent (75%) of the agreed O.D.A. Schedule of Fees for dental work covered by the plan. The creation and repair of dentures with a maximum of fifteen hundred dollars (\$1,500) for each individual is covered annually and subject to fifty per cent (50%) reimbursement of the agreed O.D.A. Schedule of Fees.

During the course of this contract, on April 1 in each year employees will be reimbursed at the agreed percentage of the current O.D.A. Schedule of Fees. It is agreed that the reimbursement of O.D.A. Schedule of Fees during any year could be amended from April 1st to October 1st by giving the Union three (3) months notice of intention.

ARTICLE XIX: SAFETY

19.01

It is agreed that Goodwill and the Union will follow the Occupational Health and Safety Act and other safety legislation, which may be enacted and amended from time to time.

Goodwill and the Union recognize the importance of effective safety policies, procedures and equipment to safeguard the welfare of employees. As a condition of employment all employees may be required to wear safety shoes or boots. To this end, Goodwill agrees to reimburse employees once every twelve (12) months, on proof of purchase, 100% of the cost of one pair of safety shoes or boots up to a cost of one hundred and ten dollars (\$110.00) annually, provided the boots requiring replacement are returned by the employee to the manager. It is agreed that the type of safety shoes or boots will be in accordance with Goodwill policy, and that in no circumstances can cash be paid in lieu of an allowance towards the purchase of safety footwear.

ARTICLE XX: GENERAL

20.01

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

20.02

The security and maintenance of confidential employee information is the responsibility of the Human Resources Department and the file is the sole property of the employer. All information pertaining to the employees and their status, performance records, wages and benefits will be contained in the Human Resources file and this information will be used in the determination of promotion or discipline. Information associated with attendance timesheets and related records will be maintained in Goodwill's Payroll Department. An employee can request an appointment with a Human Resources Consultant to review information contained in their own employee file. The file is to be reviewed in the Human Resources Department and will not be removed. However, it is understood that arrangements will be made with the Director, Human Resources for employees working outside of the GTA.

- 20.03 Goodwill agrees to provide a certificate to all employees who attend courses or seminars given/delivered by Goodwill.
- 20.04 Goodwill shall pay the cost of printing the Collective Agreements.
- 20.05 Goodwill shall contribute the amount of ten dollars (\$10.00) per employee toward a Festive Season dinner. In the event an employee is unable to attend, they shall receive a Bonus in the amount of ten dollars (\$10.00).
- 20.06 The Company shall provide employees with training to manage the situations that arise when holding auctions in the store. It is agreed with the parties that management personnel are expected to be present whenever possible, along with bargaining unit employees, during the auctions.

ARTICLE XXI: CONTRACT RE-OPENER

- 21.01 The Company and the Union are in agreement with respect to a three-year contract, with a contract re-opener for years two and three. When this Agreement has been in operation for one year, either party may advise the other in writing of its desire to re-open this Agreement and revise any of the terms of this Agreement, including economic and non-economic terms.

In the event that agreement is not reached, the parties agree to jointly apply to the Ontario Labour Relations Board for early termination of this agreement in order that the facilities of the conciliation and mediation branch of the Ontario Ministry of Labour will be available to assist in resolving the matter.

ARTICLE XXII: TERM

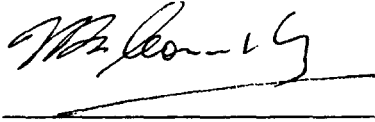
- 22.01 This Agreement shall remain in full force from February 1, 2005 to January 31, 2008 and from year to year thereafter, unless in any year not more than ninety (90) days and not less than thirty (30) days before the day of its termination either party shall furnish the other with notice of termination or proposed revision of this Agreement.

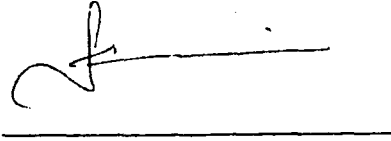
Dated this 28th of April, 2005 at Toronto, Ontario

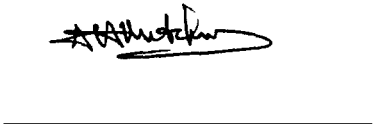
IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives as of the date and year first above written.

GOODWILL INDUSTRIES OF
TORONTO

TEAMSTERS INTERNATIONAL UNION
LOCAL a47







Geroy Carden.

Mark Mitchell

SCHEDULE IA:

Schedule 1A					
This is Schedule " A to an agreement between Goodwill Industries of Toronto and Teamsters Local Union No. 847, dated April 2005.					
Class	Job Title	Effective Date	Start	3-month	1-year
1	Salesclerk FT	February 1, 2004	\$9.14	\$10.07	\$10.58
	Salesclerk FT	February 1, 2005	\$9.41	\$10.37	\$10.89
2	Sr. Salesclerk	February 1, 2004	\$10.05	\$10.70	\$11.43
	Sr. Salesclerk	February 1, 2005	\$10.35	\$11.02	\$11.77
3	Salesclerk PT	February 1, 2004	\$8.88	\$9.02	\$9.44
	Salesclerk PT	February 1, 2005	\$9.14	\$9.29	\$9.72

SCHEDULE 2A:

ADDITIONAL ITEMS

1. It is understood by both parties that an employee handling the cash register will not be responsible for shortages if more than one employee is handling the cash.
2. The parties to this Agreement recognize the operational difficulties caused by employee absenteeism and use of sick leave, resulting in lost productivity, increased costs, and customer dissatisfaction. In an effort to reduce the amount of absenteeism, it is agreed that the Union will participate in developing a constructive deterrent program, and full details will be decided at the regular monthly meetings of the shop stewards, business agent and management. To assist in determining guidelines for the program Goodwill will maintain accurate records of individual employee absences. If there is disagreement in the administration or interpretation of the program, it is understood that this may be referred to the grievance procedure.
3. It is agreed that protective outerwear will be made available to staff engaged in processing work who are exposed to cold, rainy or inclement weather conditions. It is agreed that supplied outerwear will not be removed from Goodwill premises. The type of clothing supplied will be at the discretion of Goodwill.

LETTER OF UNDERSTANDING

Teamsters International Union Local 847
Attention: Joelle Spadicini, Business Agent

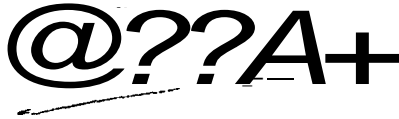
Re: Collective Agreement - between Goodwill Industries of Toronto and
Teamsters International Union Local 847 expiring January 31, 2005

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

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

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

Yours sincerely,

A stylized, handwritten signature in black ink that reads "@??A+". The signature is bold and has a slightly slanted, dynamic appearance.

Ken Connelly
President
GOODWILL INDUSTRIES OF TORONTO

LETTER OF UNDERSTANDING

Teamsters *International Union* Local 847
Attention: Joelle Spadicini, Business Agent

Re: Collective Agreement between Goodwill Industries of Toronto and
Teamsters *International Union* Local 847 expiring January 31, 2005.

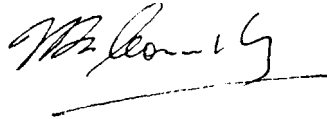
This letter will confirm our position relating to contracting out any part of its operations to others

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

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

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

Yours sincerely



Ken Connelly
President
GOODWILL INDUSTRIES OF TORONTO

LETTER OF UNDERSTANDING

BETWEEN:

GOODWILL INDUSTRIES OF TORONTO
TORONTO, ONTARIO
(hereinafter called the "Company")

AND

TEAMSTERS INTERNATIONAL UNION LOCAL 847
(hereinafter called the "Union")

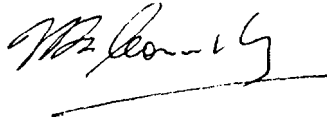
Re: Definition of Casual Employees

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

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

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

Yours sincerely,



Ken Connelly
President
GOODWILL INDUSTRIES OF TORONTO

LETTER OF UNDERSTANDING

Teamsters International Union *Local 847*
Attention: Joelle Spadacini, Business Agent

RE: Collective Agreement – Between Goodwill Industries of Toronto
and Teamsters International Union Local 847 expiring January 31, 2002.

In accordance with our Memorandum of Settlement respecting our collective agreements expiring
January 31, 2002, we wish to confirm the following:

Part Time Wage Parity:

Goodwill Toronto agrees that an attempt will be made to achieve parity **within** the next collective
agreement negotiated.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Ken Connelly", is written over a horizontal line.

Ken Connelly
President
GOODWILL INDUSTRIES OF TORONTO

LETTER OF UNDERSTANDING

BETWEEN:

GOODWILL INDUSTRIES OF TORONTO
Toronto, Ontario

(hereinafter called the "Company")

AND

TEAMSTERS INTERNATIONAL UNION LOCAL 847

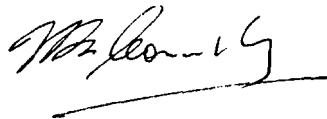
(hereinafter called the "Union")

Re: Monthly Remittance

This letter will confirm the mutual agreement of the Union and the Company with respect to monthly remittance.

It is agreed for the duration of this Collective Bargaining Agreement that the Company shall continue to send the monthly remittance in accordance with current practice. On request of the Union, the Company shall provide to the Union the employee's address and phone number last on file with the Company.

Sincerely,

A handwritten signature in black ink, appearing to read "Ken Connelly", with a horizontal line underneath it.

Ken Connelly
President
GOODWILL INDUSTRIES OF TORONTO

LETTER OF UNDERSTANDING

BETWEEN:

GOODWILL INDUSTRIES OF TORONTO
Toronto, Ontario

(hereinafter called the "Company")

AND

TEAMSTERS INTERNATIONAL UNION LOCAL 847

(hereinafter called the "Union")

Re: Minimum Number of Employees Scheduled to Work at One Time

This letter will confirm the mutual agreement of the Union and the Company with respect to the minimum number of bargaining unit members scheduled to work at any one time.

It is agreed for the duration of this Collective Bargaining Agreement that no less than two (2) bargaining unit members shall be scheduled to work at any one time.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ken Connelly', with a horizontal line underneath it.

Ken Connelly
President
GOODWILL INDUSTRIES OF TORONTO

LETTER OF UNDERSTANDING

BETWEEN:

GOODWILL INDUSTRIES OF TORONTO
Toronto, Ontario
(hereinafter called the "Company")

AND

TEAMSTERS INTERNATIONAL UNION LOCAL 847
(hereinafter called the "Union")

Re: Store Closing Hours

This letter will confirm the mutual agreement of the Union and the Company with respect to employees choosing to leave fifteen (15) minutes early by taking a shorter lunch break.

It is agreed for the duration of this Collective Bargaining Agreement that those stores which **have** previously allowed employees to leave 15 minutes early by taking a shorter lunch break **can** continue with this practice.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ken Connelly', with a horizontal line underneath it.

Ken Connelly
President
GOODWILL INDUSTRIES OF TORONTO

LETTER OF UNDERSTANDING

BETWEEN:

GOODWILL INDUSTRIES OF TORONTO
Toronto, Ontario
(hereinafter called the "Company")

AND

TEAMSTERS INTERNATIONAL UNION LOCAL 847
(hereinafter called the "Union")

Re: Employees Affected by Permanent Layoffs

This letter will confirm the mutual agreement of the Union and the Company with respect to employees affected by permanent layoffs.

It is agreed for the duration of this Collective Bargaining Agreement that, in the event a position is opened within a store or department existing as of the date of this letter, and the position is not filled by an employee already within that store or department, then employees previously affected by permanent layoffs shall be given first preference before any outside hiring, provided they have the skills and abilities to do the job. It is understood that said employees shall be placed at the bottom of the seniority list of the store or department in which they have been placed and their new seniority date shall be the start date in the new position.

It is further agreed that when placing employees previously affected by permanent layoff from stores existing as of the date of this letter, Goodwill seniority (hire date) shall be applied in the event that more than one previously laid off employee applies for the vacant position.

Sincerely,



Ken Connelly
President
GOODWILL INDUSTRIES OF TORONTO

LETTER OF UNDERSTANDING

BETWEEN:

GOODWILL INDUSTRIES OF TORONTO
Toronto, Ontario
(hereinafter called the "Company")

AND

TEAMSTERS INTERNATIONAL UNION LOCAL 847
(hereinafter called the "Union")

Re: Employees Surplus-Sharing Incentives

This letter will confirm the mutual agreement of the Union and the Company with respect to employees surplus-sharing incentives.

It is agreed that during the second year of this Collective Bargaining Agreement that the Union and the Company will discuss potential employee surplus-sharing incentives.

Sincerely,

A handwritten signature in black ink, appearing to read "Ken Connelly", written over a horizontal line.

Ken Connelly
President
GOODWILL INDUSTRIES OF TORONTO

LETTER OF UNDERSTANDING

BETWEEN:

GOODWILL INDUSTRIES OF TORONTO
TORONTO, ONTARIO
(hereinafter called the "Company")

AND

TEAMSTERS INTERNATIONAL UNION LOCAL 847
(hereinafter called the "Union")

Re: Definition of Transitional Employees

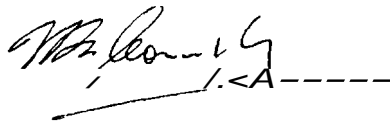
We wish to confirm the mutual agreement of the Union and Employer regarding the definition of Transitional Employees and the general terms and conditions of their employment.

It is agreed that for the duration of this Agreement, a Transitional Employee is an employee of the Company who is normally scheduled to work for not more than twenty-four (24) hours per week, for a period not to exceed fifty-two (52) weeks. A weekly dues/contribution structure will be advised by the Union to cover Transitional Employees, and the amount will be deducted from Transitional Employees' wages and remitted to the Union monthly. No initiation fee will be paid by members of this group of workers unless and until they are hired as permanent part-time or full-time employees.

It is agreed that in order to qualify for employment, Transitional Employees must be available to be scheduled during all hours of operation of the Company. The requirement that Transitional Employees attend all Life Skills/ESL workshops and other activities designed to overcome employment barriers will continue to apply.

It is further agreed that the Employer shall not utilize Transitional Employees in any manner that adversely affects the employment or job training opportunities for full time or part-time employees.

Sincerely,

A handwritten signature in black ink, appearing to read "Ken Connelly", is written over a horizontal dashed line. The signature is cursive and somewhat stylized.

Ken Connelly
President
GOODWILL INDUSTRIES OF TORONTO

LETTER OF UNDERSTANDING

BETWEEN:

GOODWILL INDUSTRIES OF TORONTO
Toronto, Ontario
(hereinafter called the "Company")

AND

TEAMSTERS INTERNATIONAL UNION LOCAL 847
(hereinafter called the "Union")

Re: Easter Sunday

This letter will confirm the mutual agreement of the Union and the Company with respect to working on Easter Sunday.

It is agreed for the duration of this Collective Bargaining Agreement that part-time employees will be given the opportunity to volunteer to work on Easter Sunday. It is further understood that employees who opt out of working on Easter Sunday will not have the opportunity to make up lost hours of work.

Sincerely,

A handwritten signature in black ink, appearing to read "Ken Connolly", written over a horizontal line.

Ken Connolly
President
GOODWILL INDUSTRIES OF TORONTO

LETTER OF UNDERSTANDING

BETWEEN:

GOODWILL INDUSTRIES OF TORONTO
Toronto, Ontario
(hereinafter called the "Company")

AND

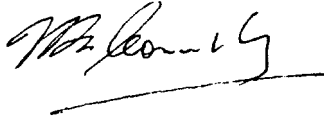
TEAMSTERS INTERNATIONAL UNION LOCAL 847
(hereinafter called the "Union")

Re: Educational Fund

This letter will confirm the mutual agreement of the Union and the Company with respect to the Company's contribution to the Union's Educational Fund.

It is agreed for the duration of this Collective Bargaining Agreement that the Company will contribute four (4) cents per hour worked by permanent, unionized full-time and part-time employees to the Teamsters International Union Local 847 Educational Fund.

Sincerely,



Ken Connelly
President
Goodwill Industries of Toronto

38