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EFF.	98	11	28
TERM.	2000	11	28
No. OF EMPLOYEES	90.		
NOMBRE D'EMPLOYÉS	90.		

COLLECTIVE AGREEMENT

AND

LETTERS OF UNDERSTANDING

NOVEMBER 28, 1998 TO NOVEMBER 27, 2000

INDUSTRIAL UNION OF
 MAR 10 1999

12258(01)

COLLECTIVE AGREEMENT 1998 - 2000

B E T W E E N :

G.F.S. COMPANY (Finlay Greenwood Division)

- and -

**TEAMSTERS LOCAL UNION 879
Affiliated with the International Brotherhood of
Teamsters, Chauffeurs, Warehousemen and Helpers of America**

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COLLECTIVE AGREEMENT 1998 - 2000

LETTERS OF UNDERSTANDING AND INTENT

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This Agreement entered into this day of 1999

B E T W E E N :

G.F.S. (FINLAY GREENWOOD DIVISION)

(Hereinafter referred to as the “Company”)

- and -

**THE TEAMSTERS LOCAL UNION NO. 879
AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS OF AMERICA**

(Hereinafter referred to as the “Union”)

ARTICLE 1 - RECOGNITION

- 1.01 The Company recognizes the Union as the sole and exclusive bargaining agent of all employees of the Company in Hamilton, Ontario, save and except supervisors, persons above the rank of supervisor, dispatcher, office and sales staff, persons employed for not more than twenty-four (**24**) hours per week and students employed during the school vacation period from April 1st to August 31st.
- 1.02 During the term of this Agreement the Company agrees not to enter into any agreement or contract with its employees, individually or collectively, which conflicts with the terms and conditions of this Agreement.
- 1.03 Supervisors shall not do bargaining unit work except in the following circumstances of training, emergency situations and when bargaining unit employees are absent as follows:

Day Shift - Two (2) or more absent at the same time;

Night Shift - Three (3) or more absent at the same time;

Processing - One (1) or more absent at the same time.

Supervisors will only assist in short intervals, if the shift time schedules cannot be maintained.

The Manager of the department will review requirements with the Union Steward when full time assistance is necessary. Managers will only work if supervisors are not available to work or if schedules cannot be met.

1.03(A) **Contracting Out**

The Company will not contract out work normally performed by bargaining unit employees such that it will cause the layoff of any bargaining unit employees qualified to do the work or which would result in the prevention of the recall of a bargaining unit employee.

1.04 **Recognition (Part-Timers)**

The Company will not refer part-time Finlay Greenwood warehouse employees to Temporary Agencies for assignment back to the Company such as to have part-time employees work over twenty-four (24) hours a week in combination of Finlay Greenwood and Temporary Agencies employment.

The Company will advise Temporary Agencies that they are not to assign Finlay Greenwood drivers to perform work through Finlay Greenwood Corporation while employed at Temporary Agencies.

ARTICLE 2 - MANAGEMENT FUNCTIONS

2.01 Except as, and to the extent specifically modified by the Agreement, all rights and prerogatives of Management are retained by the Company and remain exclusively and without limitation within the rights of the Company and its Management and may be exercised by Management as it, in its discretion, sees fit and a violation of this clause may be subject to a grievance.

Without limiting the generality of the foregoing, the Company's rights shall include:

- (a) the right to maintain order, discipline and efficiency;
- (b) the right to: hire, discharge, classify, direct, transfer, schedule, promote, demote, layoff, and suspend or otherwise discipline employees subject to the provisions of the Agreement;
- (c) the right to make and alter from time to time and enforce rules and regulations which are just and fair.

Such rules shall be posted and copies given to the Union. The Company will provide the Union Head Steward with copies of any proposed new or modified Rules and Regulations and will meet within two (2) weeks to discuss them with him/her.

These new or modified Rules and Regulations shall only be implemented after a frank and open discussion of same as outlined above.

- (d) the right to: generally to manage any operations conducted by or on behalf of the Company and, without restricting the generality of the foregoing, to determine the methods and processes to be used, standards of performance, whether to perform or contract for goods or services, job content and requirements, qualifications of employees, the number of hours to be worked, starting and quitting times, schedules of work, kinds and locations of equipment to be used, **and** the control of material and commodities, the number of personnel to be employed, and the extension, limitation, curtailment or cessation of operations, and all other functions and prerogatives hereinbefore vested in and exercised by the Company shall remain solely with the Company, except as specifically limited by the express provisions of this Agreement.

It is agreed that the foregoing will be exercised in a manner consistent with the provisions of this Agreement.

ARTICLE 3 - RELATIONSHIPS

- 3.01 Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practiced upon any employee.
- 3.02 The Union agrees that it will not conduct any Union activities on the premises of the Company except as may be permitted by this Agreement.
- 3.03 The Union and Company agree to implement an Occupational Health and Safety Committee in conformance with the Act to meet and discuss health and safety and related issues addressed by the Act.

3.04 **Theft**

The Union and the Company agree to work together to attempt to eliminate theft from the workplace.

3.05 **Productivity**

It is of the utmost importance to the Company and for the job security of its employees that the Company and its employees be as productive as possible.

The parties agree that as a result of increased competition and the demands of customers the Union agrees to support the Company in safety in the workplace and quality production. The Union and Company agree to work together to attempt to make the facility as productive as possible.

ARTICLE 4 - UNION SECURITY

4.01 All employees in the bargaining unit shall, as a condition of employment, pay the amount of the regular monthly Union dues specified by its Constitution by having such dues deducted from their pay and remitted to the Union in accordance with Articles 4.02 or 4.02(a), **4.03** and Article **4.04** hereof.

4.02 The Company agrees to deduct Union dues and initiation fees as specified by the Union Constitution from each eligible employee on a monthly basis and remit the monies so deducted together with a list showing from whom and in what amount deductions were made to the Secretary-Treasurer of the Union on or before the 20th day of the month following the month in which the deductions were made.

The Secretary-Treasurer of the Union shall notify the Company by letter of any change in the amount of Union dues, and such notification shall be the Company's conclusive authority to make the deductions specified. Annual Union dues deducted from employees will be shown by the Company on employee's **T-4** slip.

4.02(a) Upon receiving notice in writing from the Union to do so the Company agrees to remit union dues as deducted from employees, to the head office of the Local Union by the 20th day of the month following the month in which the union dues were deducted. Union dues will be deducted from employees on a weekly basis to a total not less than the monthly dues deduction as prescribed by the Local Union. The Company will remit such monthly dues to the head office of the Local Union along with a list of names and Social Insurance numbers of employees from whom such monies were deducted.

The Secretary-Treasurer of the Union shall notify the Company by letter of any change in the amount of Union dues, and such notification shall be the Company's conclusive authority to make the deductions specified. Annual Union dues deducted from employees will be shown by the Company on employees **T-4** slips.

4.03 The Union agrees to indemnify and hold the Company harmless against ~~my~~ claims arising out of the deduction of dues.

4.04 **Union Dues**

(a) The Union will notify the Company, in writing, of any arrears of dues, initiation or re-initiation fees and the Company will immediately commence deductions in amounts as prescribed in such written notice and forward such monies to the Local Union along with the monthly dues as provided above.

(b) **All** remittances to include names and Social Insurance Numbers.

ARTICLE 5 - REPRESENTATION

5.01 The Company agrees on the number of Stewards for each shift. One (1) Steward and one (1) alternate Steward who shall act as such in the absence of the stewards for each shift or department, to assist the employees in presenting their grievances as herein provided, and such Stewards shall be employees of the Company who have completed their probationary period. **An** additional Steward to be appointed where there is a full shift without a Steward to represent the employees on the shift.

The Union shall have the right to appoint a second driver Steward provided that only one (1) steward will act as such at any given time and there will be no additional cost to the Company as a result of a second driver Steward.

All Stewards will receive a copy of any posted notices or job postings and a common mail slot will be provided for the Stewards.

The Union agrees that Stewards shall have their regular duties to perform on behalf of the Company, and such persons shall not leave their regular duties without receiving permission from their supervisor, which permission will not be unreasonably withheld.

The Stewards shall state their destination to the Supervisor together with the reasons thereof and shall report again to the supervisor at the time of their return to work. With this understanding, the Company will pay for any regular hours lost by the shop stewards in handling grievances with the Company which occur during working hours.

5.02 **An** employee shall have the right to request their Steward's presence if he is readily available as a witness in any formal meeting between an employee and the Company where the matter to be discussed is to become part of the employee's performance record. If the employee's steward is not readily available he shall have the right to request the attendance of his alternate Steward, the Chief Steward or another Steward if they are readily available. The supervisor shall inform **an** employee of his right to have a Steward present as above if a matter being discussed will form part of the employee's record of employment.

5.03 All reprimands will be stricken from an employee's record after eighteen (18) months. **An** employee upon written request with at least one (1) week's notice in advance will be allowed to review his Disciplinary File, Counselling File, Attendance Record, Workers Compensation Record and Performance File, once every twelve (12) calendar months.

The date and time of such meeting will be mutually agreed upon.

- 5.04 The Union shall notify the Company in writing of the names of Stewards and the Company shall not be required to recognize any Steward not named.
- 5.05 A Union Representative shall not enter the Company premises to discuss any matter with employees without first securing the permission of Management.
- 5.06 A Bargaining Committee, **up** to four (**4**) persons shall not lose any money, (up to eight (8) straight time hours per day for day shift and ten (10) straight time hours for night shift) as a result of attending contract negotiations instead of working. To the extent that the bargaining unit decreases in size as a result of the transfer of work to Milton, the size of the bargaining committee will be reduced proportionately.

The above shall not include meetings for conciliation or mediation.

ARTICLE 6 - GRIEVANCE AND ARBITRATION PROCEDURE

- 6.01 The Grievance Procedures herein provided for are among the most important matters in the successful administration of this Agreement. The Company and the Union therefore agree that the designated Grievance Procedure as hereinafter set forth shall serve as and constitute the sole and exclusive means to be utilized by the grievor for the prompt disposition, decision and final settlement of a grievance arising in respect of the interpretation, application, administration or alleged violation of this Agreement, and the specifically designated Grievance Procedure shall be properly followed.

Whenever the term "Grievance Procedure" is used in this Agreement, it shall be considered as including the Arbitration Procedure.

- 6.02 The Union and Company agree to initiate a Grievance Committee made up of a mutually agreed to equal number of bargaining unit employees and Company representatives. The Committee to meet on a monthly basis to attempt to resolve any outstanding grievances. Upon request by the Grievance Committee the Business Representative from the Local Union will endeavour to attend the meeting.

"Grievance" shall mean a complaint or claim concerning the discipline or discharge of a seniority employee, or a dispute with reference to the interpretation, application, administration, or alleged violation of this Agreement.

- 6.03 The Company shall be under no obligation to consider or process any grievance unless such grievance has been presented to the Company in writing at Step 1 of the Grievance Procedure within five (5) working days from the time the circumstances upon which the grievance is based were known or should have been known by the grievor.

6.04 No employee shall have a grievance until he has discussed his complaint with the immediate supervisor. The immediate supervisor will respond to the employee within two (2) working days from such discussion.

If the immediate supervisor does not settle the matter to the employee's satisfaction, the employee's written grievance may be processed as follows:

The Article number in the collective agreement alleged to have been violated will be identified on the grievance form provided arelevant article is located in the collective agreement.

The grievor shall have the option to attend any meeting in the grievance procedure of Step 1, Step 2 or Step 3.

STEP 1 - An employee's grievance must be submitted in writing to the immediate supervisor within five (5) working days from the time the circumstances upon which the grievance is based were known or should have been known by the grievor.

The written grievance shall identify the facts and the issues giving rise to the grievance, and shall be signed by the grievor and counter-signed by the employee's Steward and dated.

The immediate supervisor will give his answer to the Steward by the end of the second working day following receipt of the written grievance and the giving of such answer will terminate Step 1 and will fax a copy of the answer to the Union Business Representative.

STEP 2 - If the grievance is not settled at Step 1, the Steward may present the grievance to the Vice-president of Operations or his/her designate within five (5) working days after the termination of Step 1 and a meeting will be arranged at a mutually agreeable time to review and discuss the grievance.

Such meeting will take place within five (5) working days from the date the grievance is received by the Vice-president of Operations or his/her designate at such other time as is mutually agreed between the Vice-president of Operations and the Union Representative.

The grievor may be represented by the Union Steward and a Local Union Business Representative. The grievor shall be present if his/her presence is required by either party.

A decision shall be rendered by the Vice-president of Operations or his/her designate within five (5) working days from the date of such meeting and the rendering of such decision will terminate Step 2.

The Chief Union Steward may be present at this meeting, if he/she is available in the warehouse, and his/her presence is requested by either party. The Company will seriously consider any requests made by the Union Business Agent.

Upon mutual agreement the Union and the Company will endeavour to enlist the services of an independent grievance settlement officer in an attempt to resolve any grievances that are possibly subject to arbitration..

STEP 3 -In the event the grievance is not settled at Step 2, the Union may request arbitration of the grievance by giving notice in writing to the other party within ten (10) days from the delivery of the decision at Step 2, but not thereafter.

If a request for Arbitration is not so given within such ten (10) day period, the decision at Step 2 shall be final and binding upon both parties to this Agreement and upon any employee involved.

The Notice to Arbitrate shall include the name and address of the moving party's nominees to the Board, and shall also specify all of the outstanding issues of the written grievance to be dealt with by the Board and the remedy sought. The party giving such notice shall be bound by the same and shall be restricted at arbitration to the issues presented by the notice.

The recipient of the notice shall within five (5) days advise the other party, in writing, of the name of its appointee to the Board of Arbitration.

The two appointees so selected shall, within fifteen (15) days of the appointment of the second of them, appoint a third person who shall be the chairman. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairman within the time limit, the Office of Arbitration shall, if requested, within five (5) days from the expiry of the date upon which the two appointees are to appoint a chairman, forthwith appoint a qualified person to be the chairman.

- 6.05 All decisions arrived at between the representative of the Union and the Company shall be in writing and shall be final and binding upon the Company, the Union and the employee or employees concerned.
- 6.06 No matter may be submitted to arbitration which has not been properly carried through the prescribed steps of the Grievance Procedure.
- 6.07 The Arbitrator or Board of Arbitration shall not make any decision which is not consistent with the provisions of this Agreement and shall not alter, modify, add to, delete, from or otherwise amend any part of this Agreement, nor shall he/she adjudicate any matter not specifically assigned to him/her by the notice to arbitrate.

6.08 Each party shall hereto bear its own costs of and incidental to any such arbitration proceedings. The fees and charges of the arbitrator shall be borne equally by the two parties. Either party has the right to require the attendance of the grievor at the arbitration hearing.

6.09 Any dismissal action taken by the Company in respect of a probationary employee shall not be the subject of a grievance.

6.10 The time limits and other procedural requirements set out in this Article 6 are mandatory and not merely directory, therefore failure to put in a grievance in writing in accordance with the requirements hereof shall be deemed a complete waiver and abandonment of the grievance by the grievor.

Any grievance not appealed from one step of the Grievance Procedure to the next within the specified time limit shall be deemed to be settled on the basis of the last reply and the reply at the previous step shall be final and binding upon the parties hereto and any employee affected by it.

No matter may be submitted to arbitration which has not properly been carried through all specified previous steps of the Grievance Procedure within the time specified. A settlement at any step of the Grievance Procedure shall be final and binding upon both parties to this Agreement and upon any employee affected by it.

If the respondent party to a grievance does not process the grievance in accordance with the requirements of the Grievance Procedure, the Union having carriage of the grievance shall move to the next step of the Grievance Procedure within the time specified therein. The mandatory provisions of this Article 6 shall not be considered to have been waived by the parties or either of them unless they expressly provide a waiver thereof in writing.

The arbitrator shall not designate a grievance as a continuing violation of this Agreement so as to avoid the time limits of the Grievance Procedure. The arbitrator shall hear and determine only one (1) grievance at a time unless the parties expressly agree otherwise.

6.11 It is understood and agreed that the provisions of Section 48(16) of the Ontario Labour Relations Act shall not be applicable to the Grievance Procedure and Arbitration Procedure set out herein. It is also understood and agreed that any arbitrator appointed pursuant to Section 49 of the Ontario Labour Relations Act will be bound by the requirements of the Grievance and Arbitration Procedure set out herein.

6.12 **Union Policy Grievance or Company Grievance**

A Union Policy Grievance or a Company Grievance may be submitted to the Company or the Union, as the case may be, in writing within five (5) days from the time the circumstances upon which the grievance is based were known or should have been known by the grievor.

A meeting between the Company and the Union shall be held within five (5) days of the presentation of the written grievance or such other time as is mutually agreed between the Union Representative and the Vice-president of Operations or his designate and shall take place within the framework of Step 2 of Article 6.05 hereof.

The Company or the Union, as the case may be, shall give its written decision within five (5) days after such meeting has been held.

If the decision is unsatisfactory to the grieving party, the grievance may be submitted to arbitration within fifteen (15) days of delivery of such written decision and the arbitration sections of this Agreement shall be followed.

The provisions of this Article 6.12 shall not be used by the Union to institute a grievance directly affecting an employee or employees which such employee or employees could themselves institute and the provisions of Article 6.04 hereof shall not be bypassed.

6.13 A grievance which has been disposed of pursuant to the grievance provisions of this Agreement, shall not again be made the subject matter of a grievance. A grievor shall have the right to withdraw the grievance at any stage of the proceedings.

6.13(a) **Discharge Grievance**

Any grievance of a discharge will be submitted at Step 2 within five (5) working days of the discharge.

6.14 **Suspensions**

If the Company makes a decision to suspend an employee but determines that the suspension shall not be served until a later date, the employee will be able to file a grievance at the time the employee is advised of the suspension.

6.14(a) **Monetary Settlement**

The Company agrees to pay any monetary settlements, as the outcome of a grievance, by separate cheque if the amount of the settlement is greater than one (1) day's regular pay.

ARTICLE 7 - STRIKES AND LOCKOUTS

- 7.01 The Union undertakes and agrees that while this Agreement is in operation neither the Union nor any employees shall take part in or call or encourage any strike, picketing, sitdown, slowdown, or any suspension of or stoppage of or interference with work or production which shall in any way affect the operations of the Company and there shall be no sympathy strikes or secondary boycotts, and the Company agrees that it will not engage in any lockout during the term of this Agreement.
- 7.02 Any employee who participates in any of the foregoing conduct shall be subject to discipline.

ARTICLE 8 - SENIORITY

- 8.01 During the first sixty (60) days worked, an employee shall be considered on probation.

After completion of his/her probationary period an employee's name shall be placed on the seniority list with seniority dating from the date he/she commenced to work for the Company on probation.

The parties hereto agree that the layoff or discharge of a probationary employee shall be deemed to be a matter outside the scope of this Agreement and shall therefore not be considered to be a dispute with respect to the interpretation, application, administration or alleged violation of this Agreement, and shall not therefore be neither grievable nor arbitrable.

If an employee is transferred out of the bargaining unit, he/she shall retain and accrue seniority for a period up to three (3) calendar months following the date of transfer.

If the transfer is still in effect after the three (3) calendar months, the employee shall have lost all seniority under this Agreement.

- 8.02 When making layoffs or recalls or filling permanent job vacancies, or new jobs, plant-wide seniority shall apply, provided the employees are qualified to perform the work required.

A senior employee may be allowed a familiarization period if he/she so requests.

- 8.03 A seniority list shall be placed on the bulletin board and will be revised every six (6) months. Such seniority list shall show only the employee's classification, name and starting date with the Company. Copies of these lists will be forwarded to the Union,

and the Union's copy shall include the employee's current address and Social Insurance Number.

8.04 SENIORITY SHALL BE LOST AND EMPLOYMENT TERMINATED:

- (a) if an employee voluntarily quits;
- (b) in the case of an employee not performing work for the Company for more than twelve (12) months except in the case of an employee continually absent because of Workers' Compensation, in which case, the time shall be twenty-four (24) months;
- (c) if an employee is discharged for reasonable cause;
- (d) if an employee fails to advise the Company that he will be returning to work within three (3) working days after notified by Registered Mail to return to work following a layoff and fails to report for work within five (5) working days of receipt of such recall notice;
- (e) if an employee fails to report to work upon the termination of an authorized leave of absence;
- (f) if an employee is absent from his duties for three (3) more consecutive days without a good and sufficient reason.

8.05 It shall be the duty of every employee to ensure that the Company has his current address and phone number. If an employee fails to do this, the Company will not be responsible for failure of notice to reach such employee..

The employee's phone number will not be provided to anyone other than management.

8.06 The Company will provide the employee with five (5) days notice of an indefinite layoff. In all other cases, the Company will give as much notice as possible.

8.07 No employee will be assigned to, or hired to, a day shift warehouse position for periods longer than one week's duration so long as any current warehouse employee on the night shift elects to transfer to the day shift warehouse vacancy unless during the period of day shift vacancy more than ten percent (10%) of the night shift employees are away from work or as a result of vacation, holidays, leave of absence etc.

ARTICLE 9 - HOURS OF WORK

9.01 The normal work week shall be forty (40) hours per week, Sunday through Friday, Drivers Monday through Friday.

The night shift shall be on four (4) nights a week and day shift workers on five (5) days a week.

Employees in the truck driver classification will be scheduled to a four (4) day week, comprised of four (4) ten (10) hour shifts. Some drivers will be scheduled by the Company to work a five (5) day week, comprised of five (5) eight (8) hour shifts.

9.02 Overtime shall only be paid on a weekly basis and then only after an employee has worked more than forty-two (42) hours in a week. There shall be no pyramiding or compounding of overtime and/or other premiums.

Effective November 28, 1999, the above noted overtime trigger will be reduced from forty-two (42) hours per week to forty-one (41) hour per week.

The Company agrees to give notice of overtime as far in advance as possible. The Company will distribute overtime on the basis of seniority employees on the shift normally performing the work in question.

Where sufficient employees do not voluntarily agree to work overtime, the Company shall have the right to assign such overtime work to the available employees with the least seniority in the classification normally performing the work.

9.03 The provisions of this Article 9 are not to be interpreted as a guarantee of, or limitation upon, the hours of work to be done in a day or per week or otherwise as a guarantee of working schedules, but serve to assist the parties in the computation of regular pay and overtime pay.

9.04 In the event that the Company schedules a shift for warehouse employees that starts at or after 6:00 p.m., a shift premium of fifty-five cents (55¢) per hour shall be paid.

ARTICLE 10 - REPORTING FOR WORK

10.01 An employee reporting for work, without having been notified not to do so, or an employee who is recalled to work after the completion of his shift, shall be given a minimum of four (4) hours work or four (4) hours pay at the appropriate rate in lieu thereof.

10.02 An employee transferred to another job for two (2) hours or more will receive his own rate of pay or the other job rate, whichever is the higher.

It is agreed that this provision does not apply when the employee is transferred due to a layoff to a lower paid job.

ARTICLE 11 - CLASSIFICATION AND RATES OF PAY

11.01 During the life of this Agreement the classifications and rates of pay shall be as set out in Schedule "A".

11.02 Employees shall be paid every week on Thursdays, during working hours, and no more than one (1) week's pay will be held back. Each employee shall receive a statement listing the straight time hours, overtime hours and hourly rate, as well as all deductions.

On an eight (8) hour shift, there will be a paid fifteen (15) minute break, if more than two (2) hours of overtime work is required at the end of the shift.

On a ten (10) hour shift, there will be a paid fifteen (15) minute break if more than one (1) hour of overtime work is required at the end of the shift.

11.03 If an employee is scheduled to work overtime for a period of two (2) hours or more he will be granted a paid break of fifteen (15) minutes prior to the commencement of the overtime.

11.04 **Drivers Lunch Hour**

Drivers will be allowed a one-half (½) hour unpaid lunch break at an appropriate time having regard to the nature of the delivery schedule.

ARTICLE 12 - HEALTH AND SAFETY BENEFITS

12.01 The Company agrees to maintain benefit coverage as outlined in the existing Group Benefit Plan or its equivalent and pay one hundred (100%) percent of such benefits for employees who have completed their probationary period for the following benefits:

- (1) Drugs (See note 1) reinstate the annual deductible of \$10.00 single/\$20.00 family deductible payment by employees.
- (2) Dental (See note 2) reinstate the annual deductible of \$10.00 single/\$20.00 family deductible payment by employees.
- (3) Life Insurance

- (4) Two (2) paid sick days per calendar year and pro-rate for new employees who have completed their probationary period. Unused sick days will be paid out in cash by the second pay of the new year at the employees regular rate for an eight (8) hour or ten (10) hour **shift** as applicable.
- (5) Chiropractic Plan - Great West Life Plan, or equivalent which is in conjunction with O.H.I.P.

The Short Term Disability Benefit shall be processed through the Unemployment Insurance Commission Program with the Company providing advances as outlined in the Letter of Understanding #20.

The employees who have completed their probationary period agree to pay one hundred (100%) percent of the premium cost of the Long Term Disability (L.T.D.) Benefit.

Note 1 - Drug Plan

The Company will provide a petty cash fund for employees to advance monies for prescriptions covered under the Group Insurance Plan.

The Fund will be available twenty-four (24) hours a day while the Company is open Monday to Friday, and on Sundays when there is supervisor available.

In the case of overpayment, employees shall sign a blanket authorization form for a payroll deduction in the pay period following the overpayment.

Note 2 - Orthodontics

The Orthodontic Plan shall include the following:

The Company will provide an Orthodontic Plan in year two of a three year contract, effective January 1, 1998, which shall include the following:

- fifty percent (50%) co-insurance with a maximum of one thousand dollars (\$1,000.00).

The Plan covers dependent children only of married employees and dependent children of employees in common-law relationships as recognized under the Family Law Reform Act (F.L.R.A.).

Dental Plan Fee Schedule

The dental fee benefit will be one (1) year behind the current dental fee guide.

Vision Care Plan

An optical plan including contact lenses. Increase the vision care benefit to \$150.00 from \$100.00 every two (2) years.

12.01(b) **Company Pension Plan**

The Company will make available a Pension Plan.

The Plan will be a Defined Contribution Plan with matching contributions of three and one-half (3 ½%) percent by the employer and the employee on the weekly base rate only.

12.02 Employees will be allowed two (2) fifteen (15) minute rest periods, one in the first half and one in the second half of each shift, without loss of pay.

12.03 **Bereavement Leave**

When death occurs in a seniority employee's immediate family i.e. father, mother, brother, or sister, grandfather or grandmother, mother-in-law or father-in-law, the employee on request, will be excused for a period not to exceed three (3) consecutive days, or such fewer days as the employee may be absent, immediately following the date of death, provided he attends the funeral.

The Company agrees to grant to seniority employees on (1) day's paid leave for the purpose of attending the funeral in the case of the death of the employee's brother-in-law or sister-in-law.

In the event of the death of a seniority employee's spouse or child he/she shall be allowed five (5) working days off in accordance with the above formula.

12.04 **Wearing Apparel**

The Company agrees to the following in respect to the supplying of wearing apparel for employees:

- (1) The Company will provide quality uniforms for all full-time freezer employees. The Company will keep spare freezer uniforms on hand. Unusable gloves shall be turned in for replacement gloves.

The uniforms will be maintained by the employees.

(2) **Safety Boot Allowance**

To provide one hundred dollar (\$100.00) boot allowance annually to be paid to each seniority employee for C.S.A. safety footwear. Effective November 28, 1998, the above noted amount shall be amended to provide for a one hundred and ten dollar (\$110.00) boot allowance. It shall be a condition of employment for employees to wear safety footwear.

The Company will pay the safety allowance at one (1) time in the month of January of each year.

Drivers will be paid in the first pay period in January. Warehouse staff will be paid in the second pay period in January.

The first allowance will be pro-rated based on the last payment date and on the expiry date of the probationary period for new employees.

(3) **Driver Uniforms**

(a) To pay sixty-six and two-thirds (66 2/3%) percent of the cost of the first uniform for a new driver as follows:

- three (3) pair of pants
- five (5) long sleeved shirts
- one (1) jacket
- one (1) winter vest
- three (3) summer shirts
- one (1) winter jacket of the type to be decided upon by the majority of drivers

(b) The Company agrees to pay one hundred (100%) percent of the cost of replacement uniforms after the first uniform referred to above.

The replacement uniforms will be provided by the Company every eighteen (18) months with the exception of the winter jacket which will be replaced every thirty-six (36) months.

The wearing of a complete uniform shall be a condition of employment.

(c) **Glove Allowance**

The Company will provide a driver glove allowance of twenty dollars (\$20.00) annually which is payable at the end of October.

12.05 **Coveralls**

The Company will provide coveralls for all full-time non-freezer employees. Spare coveralls will be kept on hand.

New coveralls will be issued every twenty-four (24) months.

The Company will provide a new pair of coveralls for the truck fueller every six (6) months.

12.06 All trucks will be supplied with two-wheeled hand carts.

ARTICLE 13 - WORKING CONDITIONS

13.01 Employees will report immediately to the Supervisor any loss, damage, or shortage of merchandise or equipment together with a statement thereof.

13.02 Any damage caused by an employee shall be reported immediately by him/her to the Supervisor.

13.03 Employees shall immediately report to the Supervisor complaints by a customer.

13.04 It shall be the **duty** of the employee involved in any accident no matter how trivial, to secure immediately the names and addresses of all possible witnesses after which he/she shall report such accident by telephone to the police and the main office of the Company, He/she shall also file as soon as possible with the Company a complete written report of the accident together with the names of witnesses.

13.05 No employee shall allow anyone other than another employee on duty with him to ride in his/her truck except an individual approved by management.

13.06 Employees shall also promptly report to the Supervisor all defects in equipment.

ARTICLE 14 - GENERAL

14.01 The Company agrees to provide a bulletin board for the exclusive use of the Union in posting notices of Union activities which shall receive prior written approval of the Company.

14.02 The Company will pay a meal allowance of seven dollars and fifty cents (7.506) per meal for all out-of-town, overnight drivers with a maximum daily of twenty-two dollars and fifty cents (\$22.506).

An additional seven dollars and fifty cents (\$7.50¢) meal allowance will be paid to such drivers after they have worked twelve (12) hours in one day.

14.03 **Drivers Helpers**

The Company is prepared to provide a driver's helper under the following criteria:

The truck is leaving one and a half hours (1½) hours after it has been scheduled to leave with a cube of 500 or more and with twenty (20) stops or more.

Should under other conditions dictate the benefit of a helper, the circumstances will be considered even if the criteria is not met.

1 **Meetings Outside Regular Hours**

The Company agrees, when possible, to meet **an** employee facing discipline or counselling during his/her regular working hours and in the event a meeting cannot be arranged during such employee's regular working hours, a mutually agreed upon meeting time and date will be arranged and such employee will be paid his/her regular rate for all time spent at the meeting.

This provision will not apply to employees on Sick Benefit or Workers' Compensation.

14.05 **Company Inventory Team**

The Union agrees to a non-union inventory team to participate in special physical inventories.

14.06 All drivers will be supplied with a two (2) wheeled aluminum hand cart.

All damaged carts will be replaced or, if possible, repaired within twenty-four (24) hours of the employee notifying the Company.

14.07 The Company agrees to continue to provide clean and sanitary appointments in respect of wash and lunch rooms, and shall maintain the plant conditions on a basis that is conducive to the health of the employees.

14.08 One (1) employee shall be granted in any twelve (12) month period a maximum of two (2) weeks leave of absence without pay and without loss of seniority to attend Union conventions or conferences.

"Leave of Absence" shall mean an absence from work requested by an employee in writing and consented to by the Company in writing. All requests for personal leave of absence shall be made to the Vice-president of Operations in writing by the

employee concerned and a letter shall indicate in full the reason for requesting the leave of absence.

Any leave granted shall be in writing covering a specified period of time but in any case not to exceed one (1) month. The granting or withholding of a leave of absence shall be in the sole discretion of the Company and shall be without pay or any other form of compensation. The employee shall not work in any other position during such leave of absence unless agreed to by the Company in writing. The Company will pay the usual premium cost of Health and Welfare benefits for the period of absence up to one month while the employee is on approved leave of absence.

14.09

Disability/Sick Leave

An employee who because of illness or injury, whether work related or not requires absence from work shall furnish evidence of such illness or injury, which may include examination by a Company appointed physician, if requested by the Company.

The employee shall furnish supplementary medical evidence of disability, from time to time, as it is reasonably requested by the Company. Failure or refusal to furnish such evidence of disability or to attend for a medical examination will result in discipline of the employee.

Before any employee on disability leave may return to work, he must satisfy the Company that he is able to perform the work that is available in accordance with his seniority rights.

The above procedure will apply to all bargaining unit employees.

If the Company requires detailed medical evidence as above the employee involved will pay for the first doctor's letter in each year. The Company will then pay for the second required doctor's letter and the employee the third etc. until the end of the year. The Company shall not incur a cost greater than \$50.00 per year through the application of this Article.

An employee on leave pursuant to this provision shall continue to accrue seniority for **up** to one (1) year. At the point in time referred to in the foregoing sentence there shall be a loss of seniority and termination of employment. The Company will meet with the employee affected to discuss the possibility of re-employment.

14.10

The Company will reimburse drivers to the amount of \$130.00 every three (3) years to help pay for the physical examination necessary to renew a drivers AZ or DZ licence renewal and \$65.00 every three (3) years to help pay for the drivers AZ or DZ licence renewal upon receipt of appropriate evidence of renewal and physical examination.

14.1I The Company shall provide financial assistance for a driver who upgrades from a DZ licence to an AZ licence at such time as it is required by the Company according to the Corporate Educational Assistance Program to a maximum of \$250.00 upon proof of successful upgrade.

The Company shall provide financial assistance for a warehouse employee who upgrades to a DZ licence at such time as it is required by the Company according to the Corporate Educational Assistance Program to a maximum of \$250.00 upon proof of successful upgrade.

ARTICLE 15 - STATUTORY HOLIDAYS

15.01 The following days shall be observed as holidays with pay for seniority employees. The following shall be subject to the other qualifying requirements of this Article 15.

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

Compensation will be equivalent to the employee's straight time hourly rate for a day worked, provided he complies with the qualifications set forth in Article 15.02.

15.02 In order to qualify for any of the above holidays designated in Article 15.01, the employee must have work his scheduled shift immediately prior to and his scheduled shift immediately following the holiday.

Improved holiday clause by allowing options to employees who work on statutory holidays as according to a Letter of Understanding No. 7

15.04 Where a designated holiday falls on a Saturday or Sunday, it shall be observed on the preceding Friday or the following Monday.

ARTICLE 16 - VACATIONS

16.01 Employees with less than one (1) year's continuous service as of June 1 in any year will be granted vacation in accordance with the Employment Standards Act.

16.02 **An** employee having at least one (1) year's continuous service with the Company as of June 1st in any year shall be entitled to two (2) weeks vacation with pay.

Pay shall be computed at the rate of four percent (4%) of the employee's gross earnings with the Company in the twelve month period immediately preceding June 1st.

- 16.03 An employee having at least five (5) years continuous service with the Company as of June 1st in any year shall be entitled to three (3) weeks vacation with pay.

Pay shall be computed at the rate of six percent (6%) of the employee's gross earnings with the Company in the twelve month period immediately preceding June 1st.

- 16.04 An employee having at least nine (9) years continuous service with the Company as of June 1st in any year shall be entitled to four (4) weeks vacation with pay.

Pay shall be computed at the rate of eight percent (8%) of the employee's gross earnings with the Company in the twelve month period immediately preceding June 1st.

- 16.05 An employee having at least fifteen (15) years continuous service with the Company as of June 1st in any year shall be entitled to five (5) weeks vacation with pay.

Pay shall be computed at the rate of ten percent (10%) of the employee's gross earnings with the Company in the twelve month period immediately preceding June 1st.

- 16.06 Vacations shall be taken between June 1st and May 31st.

In the selection of dates, every effort will be made consistent with the necessities of the operation to allow employees to exercise their choice in accordance with their seniority within their department and shift. The Company will allow employees off on vacation to equal up to 10% in each department as defined below with a minimum of two (2) being allowed off at any given time. The departments for vacation purposes will be considered to be: Day Warehouse, Night Warehouse, Transportation.

The scheduling of vacations for the afternoon shift will be included in the day warehouse shift.

The parties agree employees shall be allowed to indicate their preference for their full vacation entitlement based on seniority. Both parties agree that only two (2) weeks of vacation preference can be indicated in prime time (July and August).

- 16.07 If a specified holiday occurs within an employee's vacation period, he will be granted another day or a day's pay in lieu thereof.

16.08 Vacation pay will be paid at the time vacation is taken.

The employee will have the option of taking all vacation monies earned at the time, if requested, or only the vacation monies for the time taken.

All vacation time must be taken prior to the next vacation year. Employees shall not receive payment in lieu of any vacation time earned and vacations must be taken between June 1st and May 31st of each year.

All vacation dates must be set and mutually agreed upon by the Company and the employees by September 15th of each year.

Dates not set by September 15th will be set by the Company.

The above conditions will be in addition to the present vacation holiday procedure.

ARTICLE 17 - DURATION

17.01 This Agreement shall be in effect for a period of two (2) years from the 28th day of November 1998 and shall continue in effect from year to year thereafter unless at least thirty days but not more than ninety (90) days written notice of intention to change shall be given by either party to the other party to the expiration date of this Agreement.

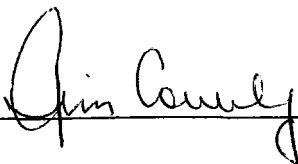
Pending the determination of the terms of a new Agreement, this Agreement shall remain in force.

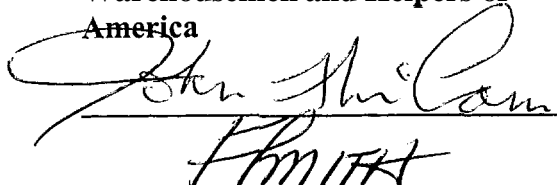
17.02 Negotiations shall begin within fifteen (15) days following notification for amendment as provided in the preceding paragraph.

DATED at Hamilton, Ontario, on the 19th day of July, 1999.

**GFS COMPANY (Finlay
Greenwood Division)**

**TEAMSTERS LOCAL UNION
#879, Affiliated with the
International Brotherhood of
Teamsters, Chauffeurs,
Warehousemen and Helpers of
America**





SCHEDULE "A"

CLASSIFICATION AND WAGES

Classification

Base Rate

Base Hourly Rate

Drivers/Shunters & Floater Driver	\$16.53
Maintenance Person	\$16.53
Warehouse Person	\$16.53
Fish Cutter Experienced Person	\$16.53
Fish Cutter Utility Person	\$15.85
Inventory Cycle Counter Person	\$14.67
Processing Utility Person	\$14.21
Warehouse Utility Person	\$13.79

The start rate for all new full time employees hired after the date of ratification shall be \$14.50 per hour.

On the employee's one (1) year anniversary he shall progress to the one year rate which shall be one-half (%) the difference between the start rate and the full job rate. On the employee's second anniversary, the employee shall progress to the full job rate as per the collective agreement.

On ratification the Company will pay into a fund for each employee an amount equal to thirty cents per hour for each hour worked, retroactive to November 28, 1998.

Commencing November 28, 1999 the amount shall be increased by thirty cents per hour worked (now equaling sixty cents per hour worked). The money in the fund will be paid out to the employee on the following schedule:

- On ratification - all monies in the fund (from November 28, 1998 to ratification);
- November 28, 1999 - all monies in the fund;
- May 28, 2000 - all monies in the fund;
- November 28, 2000 - all monies in the fund.

NOTE:

Fish Cutter/Utility Person - Employees who work more than fifty percent (50%) of the time doing fish cutting over a month, on an average.

NOTE:

1. Drivers with a Class "A" licence will be paid a premium of sixty cents (60¢) when driving a vehicle that requires a Class "A" licence.

2. Shift premium will be fifty-five cents (55¢) an hour.
3. Fish Processing Lead Hand will receive a fifty cent (50¢) premium above an experienced Fish Cutter rate.

COLLECTIVE AGREEMENT 1998 - 2000
LETTERS OF UNDERSTANDING AND INTENT

I N D E X

<u>NUMBER</u>	<u>ISSUE</u>
1	Nash Road Postings
2	Omitted Items
3	Information Exchange
4	Limitation of Part-Time Help
5	Assignment of Warehouse Jobs
6	Drivers on Vacation - Non-Peak Times
7	Statutory Holidays
8	Elimination of Driver Trips
9	Driver Trip Assignments
10	Night Warehouse Job Assignments
11	Day Warehouse Vacancies
12	Licence Upgrading
13	Driver Hand Carts
14	Short Term Disability Loans
15	Short Term Disability Advance Request
16	Employee Short Term Benefit Cheques
17	Communication and Employee Conduct
18	Day Warehouse Receiving Overtime
19	Management Working
20	Productivity/Incentive Programs
21	Company Performance & Evaluation Program

G.F.S. COMPANY (Finlay Greenwood Division)

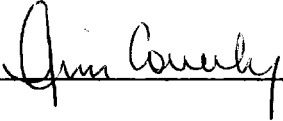
April 1990
March 1996
May 1999

LETTER OF UNDERSTANDING NUMBER 1

NASH ROAD DISTRICT

All new bargaining unit positions created at the #2 warehouse on Nash Road will be posted.

G.F.S. Company
(Finlay Greenwood Division)



G.F.S. COMPANY (Finlay Greenwood Division)

April 1990
March 1996
May 1999

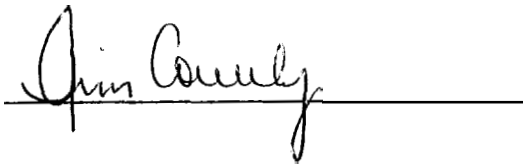
LETTER OF UNDERSTANDING NUMBER 2

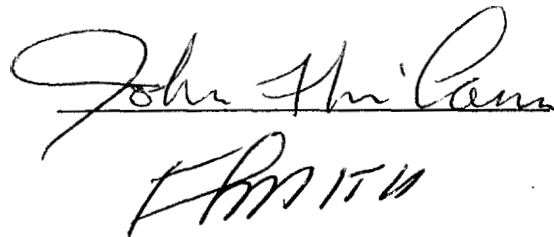
OMITTED ITEMS

It is agreed that should any item agreed upon during negotiations be inadvertently omitted from the Collective Agreement, it will be considered to be included.

G.F.S. COMPANY
(Finlay Greenwood Division)

TEAMSTERS UNION LOCAL 879





G.F.S. COMPANY (Finlay Greenwood Division)

April 1990
March 1996
May 1999

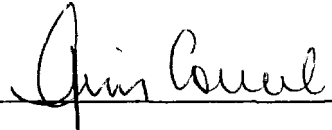
LETTER OF UNDERSTANDING NUMBER 3

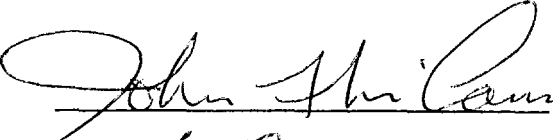
INFORMATION EXCHANGE

Prior to the referral of any grievance to arbitration, on request, the Company and the Union will meet to exchange relevant information concerning the grievance, and to discuss all aspects of the grievance.

G.F.S. COMPANY
(Finlay Greenwood Division)

TEAMSTERS UNION LOCAL 879





FMITA

G.F.S. COMPANY (Finlay Greenwood Division)

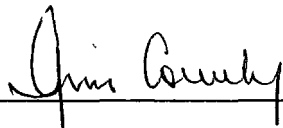
April 1990
March 1996
May 1999

LETTER OF UNDERSTANDING NUMBER 4

LIMITATION OF USE OF PART-TIME HELP

- A. The Company will not employ part-time employees to perform work normally performed by bargaining unit employees such that it will cause the layoff of, or prevent the recall of, bargaining unit employees qualified to perform the work, or which would result in a qualified bargaining unit employee working less than forty (40) hours per week.
- B. Although it is understood that part-time employees are needed for Thursday night and Sunday night work, it is agreed that they will not be hired to perform regularly available work on other **shifts** (not including hours which become available because of the absence of full-time employees due to sickness, injury or vacation) such that it prevents the hiring of a full-time employee.

G.F.S. COMPANY
(Finlay Greenwood Division)



G.F.S. COMPANY (Finlay Greenwood Division)

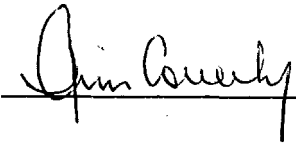
April 1990
March 1996
May 1999

LETTER OF UNDERSTANDING NUMBER 5

ASSIGNMENT OF WAREHOUSE JOBS

Jobs in the warehouse will not be assigned on the basis of favouritism, or in a discriminating fashion.

G.F.S. Company
(Finlay Greenwood Division)



G.F.S. COMPANY (Finlay Greenwood Division)

April 1990
March 1996
May 1999

LETTER OF UNDERSTANDING NUMBER 6

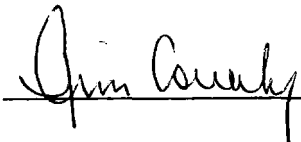
DRIVERS ON VACATION - NON PEAK TIMES

The Company agrees that two (2) Drivers may be off at the same time during non-peak times.

Non-peak times shall be considered as:

January 10th to January 31st
February
March
April
May 1st to May 15th
September 10th to September 30th
October
November
December 1st to December 15th

G.F.S. COMPANY
(Finlay Greenwood Division)



G.F.S. COMPANY (Finlay Greenwood Division)

April 1990
March 1993
March 1996
May 1999

LETTER OF UNDERSTANDING NUMBER 7

STATUTORY HOLIDAYS

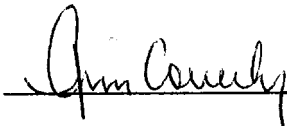
- (2) Subject to Paragraph 2 below, employees if required, should work on a Statutory Holiday, and who qualify under Article 15.02 shall be paid one and a half times (1 ½) his regular rate of pay for all hours worked, in addition to his regular holiday pay if requested.
- (3) Such employee working on a Statutory Holiday and who did not have a day off, excluding the Sunday to Wednesday shift, who have the Sunday off before a Monday holiday will have the following options:
- (a) Request a lieu day, the date to be mutually agreed upon, and be paid at regular straight time.
 - (b) Request a lieu day and accumulate the lieu days **up** to one work week, to be taken consecutive at a mutually agreed upon time within the following twelve (12) months and be paid at regular straight time.
 - (c) Request No lieu day and be paid one and a half times his regular rate of pay for all hours worked, in addition to his regular holiday pay.
 - (d) Lieu days will be granted to an employee if requested two (2) weeks in advance provided that no more than two (2) employees on any shift select the same lieu day.

Should more than two (2) employees request the same lieu day at the same time it will be granted in accordance with seniority.

No lieu days can be taken in a short week.

SIGNED at Hamilton, Ontario, this 19th day of July, 1999.

G.F.S. COMPANY
(Finlay Greenwood Division)



G.F.S. COMPANY (Finlay Greenwood Division)

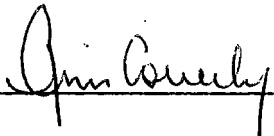
April 1990
March 1996
May 1999

LETTER OF UNDERSTANDING NUMBER 8

ELIMINATION OF DRIVERS TRIPS

If a seniority driver moves to a run which subsequently is eliminated, that driver will have the opportunity to return to his previous run, as it then exists, on the basis of seniority, provided he has the necessary licences.

G.F.S. COMPANY
(Finlay Greenwood Division)



G.F.S. COMPANY (Finlay Greenwood Division)

April 1990
March 1996
May 1999

LETTER OF UNDERSTANDING NUMBER 9

DRIVER TRIP ASSIGNMENT

The Company agrees to maintain its practice in effect as of this date with respect to the selecting of trip assignments, on the basis of seniority, including in town trips, amongst bargaining unit drivers.

The parties agree that the provisions of Letter #10 shall apply until the transfer of work to the Milton location. Thereafter the parties shall meet as is necessary to fully deal with the changes in trucking requirements caused by the transfer of work and to establish a plan to enable drivers to bid for the remaining work on the basis of seniority.

SIGNED at Hamilton, Ontario this 10th day of July, 199.

G.F.S. COMPANY
(Finlay Greenwood Division)

Jim Cooney

G.F.S. COMPANY (Finlay Greenwood Division)

March 15, 1993

March 1996

May 1999

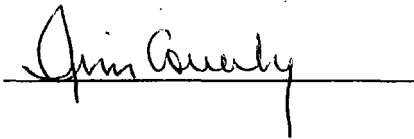
LETTER OF UNDERSTANDING NUMBER 10

NIGHT WAREHOUSE JOB ASSIGNMENTS

The Company agrees to maintain its practice in effect as of this date with respect to the warehouse job assignments on the basis of seniority at the commencement of the night shift.

SIGNED at Hamilton, Ontario, this 19th day of July, 1999.

G.F.S. COMPANY
(Finlay Greenwood Division)



G.F.S. COMPANY (Finlay Greenwood Division)

March 15, 1993
March 1996
May 1999

LETTER OF UNDERSTANDING NUMBER 11

DAY WAREHOUSE VACANCIES

The filling of day ~~shift~~ vacancies with night shift employees for the period of one week or longer will be in accordance with seniority provided such employees possess the necessary skills and abilities to perform the work as required.

SIGNED at Hamilton, Ontario, this 19th day of June, 1999.

G.F.S. COMPANY
(Finlay Greenwood Division)



G.F.S. COMPANY (Finlay Greenwood Division)

March 15, 1993

March 1996

May 1999

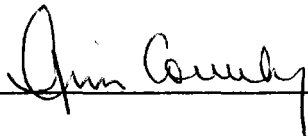
LETTER OF UNDERSTANDING NUMBER 12

LICENCE UPGRADING

Warehouse employees who upgrade to a DZ licence on their own, and are accepted to a driver position from a posting, will qualify for the Corporate Educational Program when they are accepted by the Company for a driver vacancy and they complete their probationary period as a driver,

SIGNED at Hamilton, Ontario, this 19th day of July, 1999.

G.F.S. COMPANY
(Finlay Greenwood Division)



G.F.S. COMPANY (Finlay Greenwood Division)

March 15, 1993
March 1996
May 1999

LETTER OF UNDERSTANDING NUMBER 13

DRIVER HAND CARTS

The Company will agree to provide each seniority driver with a suitable hand cart as outlined in Article 14.06 and such driver will sign for the hand cart as being received.

The driver will assume the total responsibility for the equipment as received and will have total control of the hand cart while the driver is in care and control and responsible for his truck or while he is in possession of the hand cart.

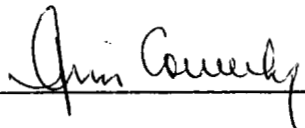
Each driver will sign for receiving their hand cart in good condition and will be responsible for the value of the hand cart.

The Company will maintain repairs to the hand cart as required and provide a replacement while repairs are being made.

In the event a driver leaves the Company or their position of a driver, the hand cart assigned is to be returned to the Company.

SIGNED this 19th day of June, 1999.

G.F.S. COMPANY
(Finlay Greenwood Division)



G.F.S. COMPANY (Finlay Greenwood Division)

March 15, 1993

March 1996

May 1999

LETTER OF UNDERSTANDING NUMBER 15

SHORT TERM DISABILITY BENEFIT ADVANCE REQUEST

I am requesting a Short Term Disability Advance and agree that such advances will be repaid as soon as Short Term Disability Benefits are received from the Unemployment Insurance Commission.

In the event that such advances are not repaid in full, I authorize the Company to deduct any amount outstanding, through the payroll, from any monies owing to me on my return to work or on termination of employment.

Short Term Disability advances will be paid on separate cheque through Accounts Payable.

Dated: the ____ day of _____ 1999.

Witness: _____

Employee - Please Print

Employee Signature

Distribution:

Payroll

Employee

G.F.S. COMPANY (Finlay Greenwood Division)

March 15, 1993
March 1996
May 1999

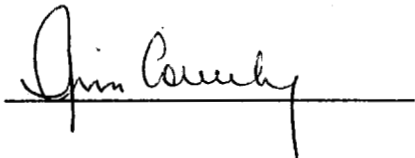
LETTER OF UNDERSTANDING NUMBER 16

EMPLOYEE SHORT TERM BENEFIT CHEQUES

The Company agrees that the Short Term Disability cheques will be mailed to the employee's home address as recorded in the Human Resources Department.

DATED at Hamilton, Ontario, this 19th day of June, 1999.

G.F.S. COMPANY
(Finlay Greenwood Division)



G.F.S. COMPANY (Finlay Greenwood Division)

March 15, 1993
March 1996
May 1999

LETTER OF UNDERSTANDING NUMBER 17

COMMUNICATION AND EMPLOYEE CONDUCT

In order to improve communications and identify issues that have not been resolved between the Company and the Union, it is agreed that the Company and the Union shall meet once every three (3) months at a time mutually agreed upon.

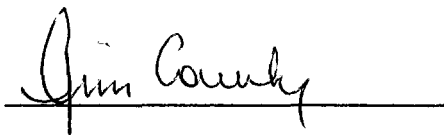
The purpose of the meeting is to deal with any issue of mutual concern or which are a source of labour discontent in the workplace.

The Management/Union Committee shall consist of members of Management and the Union Stewards.

The Committee shall meet within one month of ratification. Thereafter the parties will agree to the dates of the next meeting (which will be no later than three months from the preceding meeting).

DATED at Hamilton, Ontario, this 19th day of July, 1999.

G.F.S. COMPANY
(Finlay Greenwood Division)



G.F.S. COMPANY (Finlay Greenwood Division)

March 15, 1993
March 1996
May 1999

LETTER OF UNDERSTANDING NUMBER 18

DAY WAREHOUSE RECEIVING OVERTIME

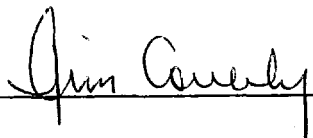
If the Company determines that overtime work is required after the end of the day shift in order to complete the regular receiving before the commencement of the night shift, the overtime opportunity will be distributed on the basis of seniority amongst seniority employees on the day shift who normally performs the work.

The decision as to whether or not overtime work is required will be at the sole discretion of the warehouse management.

If sufficient employees required to work overtime are not available then employees on other shifts may be required to perform such work as per Article 9.02 of the Collective Agreement.

DATED at Hamilton, Ontario, this 19th day of June, 1999.

G.F.S. COMPANY
(Finlay Greenwood Division)



G.F.S. COMPANY (Finlay Greenwood Division)

March 15, 1993
March 1996
May 1999

LETTER OF UNDERSTANDING NUMBER 19

MANAGEMENT WORKING

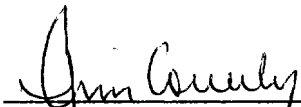
The Company agrees that its Managers, Supervisors, and those above these positions will not perform work normally done by the bargaining unit employees as covered in this Agreement as outlined in Article 1.03.

Any alleged violation of the above shall be raised directly between the Steward who represents the employees on the shift and the Warehouse Manager.

This Letter of Understanding shall be posted.

DATED at Hamilton, Ontario, this 19th day of July, 1999.

G.F.S. Company
(Finlay Greenwood Division)



Jim Greenwood, President

G.F.S. COMPANY (Finlay Greenwood Division)

March 1996
May 1999

LETTER OF UNDERSTANDING NUMBER 20

PRODUCTIVITY/INCENTIVE PROGRAMS

BETWEEN:

G.F.S. COMPANY (Finlay Greenwood Division)

(Hereinafter referred to as the "Company")

- and -

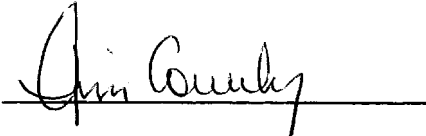
TEAMSTERS LOCAL UNION NO. 879
Affiliated with the International Brotherhood of
Teamsters, Chauffeurs, Warehousemen and Helpers of America

(Hereinafter referred to as the "Union")

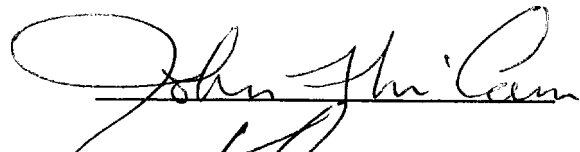
The parties agree that the Company shall be able to introduce Productivity/Incentive Programs on a discretionary basis which shall not be included in the Collective Agreement. The Company will endeavour to do so for a trial period within thirty (30) days.

SIGNED at Hamilton, Ontario, this 19th day of July, 1999.

FOR THE COMPANY



FOR THE UNION



G.F.S. COMPANY (Finlay Greenwood Division)

March 15, 1993

March 1996

May 1999

LETTER OF UNDERSTANDING NUMBER 21

COMPANY PERFORMANCE AND EVALUATION PROGRAM

Prior to discipline being imposed on an employee for failure to meet the standard, there will be a discussion between the employee's supervisor/manager, the steward on the employee's shift and the employee with respect to the employee's performance and the application of the standards to that performance.

Discipline will only follow after a reasonable effort has taken place to assist the employee in reaching the standards. Such discipline will follow the practice of progressive discipline.

DATED at Hamilton, Ontario this 19th day of July, 1999.

G.F.S. COMPANY
(Finlay Greenwood Division)

