

COLLECTIVE AGREEMENT

between

SUMMIT FOOD SERVICES DISTRIBUTORS INC.
in Ottawa, Ontario

-and-

TEAMSTERS, UNION LOCAL NO. 91.
AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF
TEAMSTERS.

EFFECTIVE DATE: JANUARY 1, 2009

EXPIRY DATE: DECEMBER 31, 2012

13073 (03)

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COLLECTIVE AGREEMENT

between

SUMMIT FOOD SERVICE DISTRIBUTORS INC.
in Ottawa, Ontario

(hereinafter referred to as the "Company")

and

TEAMSTERS, UNION LOCAL NO. 91
AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF
TEAMSTERS,

(hereinafter referred to as the "Union")

ARTICLE 1- PURPOSE

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

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

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

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

ARTICLE 2- RECOGNITION

- 2.1 The Company recognizes the Union as the bargaining agent for all its employees at 100 Legacy Road and the City of Ottawa save and except supervisors, persons above the rank of supervisor, office and sales staff.
- 2.2 It is understood by the parties that all new employees covered by this Agreement shall become members in good standing of the Union.
- 2.3 **Work of the bargaining unit, currently being done by non-bargaining unit personnel shall continue and include work done for the purpose of training or in the case of an emergency. However, such work shall not have the effect of reducing regular or on-call hours of the bargaining unit personnel.**

It is understood that trained Summit drivers may have to take over non-line haul deliveries, temporarily in an emergency situation, should an insufficient number of trained drivers be available.

ARTICLE 3- RELATIONSHIP

- 3.1 The Company and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practice by either of them or their representatives or members because of an employee's activity or lack of activity in the Union.
- 3.2 The Union further agrees that there will be no Union activities on the premises of the Company, except as specifically permitted by this Agreement or in writing by the Company.
- 3.3 The Company agrees not to enter into any Agreement or Contract with its employees individually or collectively which in any way conflicts with the terms and conditions of this Agreement.
- 3.4 (a) All employees in the bargaining unit shall be required, as a condition of employment, to maintain their payment of regular bi-weekly Union Dues during the Lifetime of this Agreement.
- (b) All employees hired shall authorize the Company to deduct an amount equal to the Local Union Initiation Fee in instalments of \$25.00 per bi-weekly period, after the completion of the probationary period. This deduction shall continue until the Initiation Fee is paid in full. The Company agrees to remit such monies so deducted to the office of the Local Union along with a list of the employees from whom the money was deducted at the same time as the Union Dues are remitted.
- 3.5 The Company shall deduct from the pay of each employee (including probationary employees) required to pay Union Dues as set out in Article 3.4 (a) hereof, the regular bi-weekly Dues of the Union.
- 3.6 The Company will, at the time of making remittance to the Union, specify the employees from whose pay such deductions were made.
- 3.7 The Checkoff and cheques for the Union deductions must be in the office of the Local Union not later than the tenth (10th) day of the month following the month in which the monies were deducted. If the Checkoff and cheque have not arrived by the tenth (10th) day of the month, the Local Union Secretary Treasurer will notify the Company who will ensure that the cheque is remitted within (7) days of receipt of the notification.

ARTICLE 4- MANAGEMENT RIGHTS

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

ARTICLE 5- STRIKES AND LOCKOUTS

- 5.1 During the term of this Agreement the Union agrees that there will be no strike and the Company agrees that there will be no lockout **as defined by the Ontario Labour Relations Act.**
- 5.2 The Union agrees that it will not condone, cause or direct any slowdown or strike or any form of collective action that will interfere with or impair production or the orderly operation of the Company's business. Any employee(s) participating in any such strike, slowdown or other action that will interfere with or impair production or orderly operation of the Company's business will be subject to discipline including discharge.
- 5.3 It shall not be a violation of this Agreement for the employees covered hereunder to refuse to cross a picket line, where such crossing would probably result in personal injury or damage to the vehicle.
- 5.4 For the purpose of layoffs, vacations and the day to day allocation of work the Steward shall run in his own seniority or that of the last man called in,

whichever ensures Union representation for every bargaining unit employee working. In the event there is more than one (1) Steward, this clause shall apply specifically to the Steward with the most seniority.

ARTICLE 6- REPRESENTATION AND GRIEVANCE PROCEDURE

- 6.1 The Company acknowledges the right of the Union and agrees to allow, the election or appointment of a reasonable number of stewards.
- 6.2 The Union will inform the Company in writing of the name of the Steward(s) and of any subsequent change in Steward(s). The Company shall not recognize any Steward(s) until such notification has been received. In the event of the election or appointment of more than one (1) Steward, the Company will recognize that Steward designated as Chief Steward by the Union.
- 6.3 (a) It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible and it is understood that an employee has no grievance until he has first given the Company an opportunity of adjusting his complaint.
- (b) When an employee is called into a meeting with a management person to investigate the employee's alleged misconduct or to impose discipline upon him, the employee will be asked if he/she wishes a Union Steward to be present and, if so, a Steward will be present during the meeting.
- 6.4 If an employee has any complaint or question which he wishes to discuss he shall take the matter up with his immediate supervisor within five (5) working days after the circumstances giving rise to the complaint have originated or occurred and failing settlement it may then be taken up as a grievance within five (5) working days following advice of the immediate supervisor's decision in the following manner and sequence:

STEP 1

The employee, who may request the assistance of the Steward, may present his alleged grievance to the Supervisor. The grievance shall be in writing on a grievance form and shall include the nature of the grievance, the remedy sought and the section or sections of the Agreement which are alleged to have been violated; the Supervisor shall deliver his/her decision in writing within five (5) working days following settlement.

STEP 2

Within five (5) working days after the decision in Step 1 is given, the grievor, who may request the assistance of the Steward, may submit the grievance in writing to the Director of Operations or designate. A meeting will then be held between the Director of Operations or his/her designate and the Business Agent who may be assisted by a Steward. The decision of the Director of Operations or his/her designate shall be delivered in writing within five (5) working days. It is understood that the Director of Operations or his/her designate may have such counsel and assistance as he/she may desire at any such meeting.

- 6.5 Failing a settlement under Step 2 of any difference between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such difference may be taken to Arbitration as hereinafter provided. If no written request for arbitration is received within thirty (30) full working days after a decision in Step 2 is given, the grievance shall be deemed to have been withdrawn.
- 6.6 Any complaint or grievance arising directly between the Company and the Union shall be originated under Step 2 within ten (10) calendar days after the circumstances giving rise to the complaint have originated or occurred. However, it is expressly understood that the provisions of this paragraph may not be used to institute a complaint or grievance directly affecting an employee or employees which such employee or employees could themselves institute and the regular Grievance Procedure shall not be thereby bypassed.
- 6.7 In all steps of the Grievance Procedure, where no written answer has been given within the time limit specified, the employee(s) concerned, the Union or the Company, as the case may be, shall be entitled to submit the grievance to the next step of the Grievance Procedure.
- 6.8 The Company guarantees that Union Stewards shall not suffer any loss in pay for attending to grievance matters, up to but not including arbitration. Furthermore, the Company guarantees that Union Stewards on the Negotiating Committee will not suffer any loss in pay during all steps of negotiations.
- 6.9 **The senior employee filing the grievance shall be paid the grievance if the grievance succeeds.**

ARTICLE 7- DISCIPLINE AND DISCHARGE CASES

- 7.1 The discipline or discharge of a probationary employee will not be subject to the Grievance Procedure. A claim by an employee who has completed his probationary period that he has been discharged without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Company at Step 2 within five (5) calendar days after the discharge is announced.
- 7.2 All notices of discipline shall be removed from the employee's file after 12 months, provided no further disciplinary action of a similar nature has taken place. Only those notices pertaining to preventable vehicle accidents are excluded.
- 7.3 On a one-time only basis, any driver who loses his driving privileges under the law shall automatically be granted a leave of absence of up to twelve (12) months without loss of seniority, but without entitlement to, or payment by the Company of, the other benefits of this Agreement. The Company and the Union will meet to discuss alternative work, but no other employee will be laid off because of granting such alternative work. However, drivers convicted of drunk, impaired or negligent driving while operating a Company rented or leased vehicle may be discharged regardless of seniority or other consideration.
- 7.4
- a) any driver found to be operating a Company vehicle without either the proper class, condition and/or endorsement, a valid driver's licence, or allowing their licence to be downgraded shall be subject to discipline up to and including termination.
 - b) a driver who loses his driving privileges **or are lost or suspended** for medical reasons, will be entitled to bump any employee with less seniority provided he supplies the Company with medical documentation and is medically fit to perform the new job. Employees are subject to a familiarization period of up to thirty (30) working days **and during such time period, the Company shall extend to the employee reasonable instruction and training in the normal requirements of the job.** During this time period the employee must illustrate the ability to meet the job component. **The aforementioned time frame may be extended by written mutual agreement.**
- 7.5 Employees who are absent from work without notifying the Company will be subject to severe disciplinary action up to and including termination of employment unless **the employee has a bone fide reason for the absence, medical and absolute capacity exempted.**

- 7.6 All penalties and reprimands will be issued within ten (10) working days of the time the incident becomes known to the Company's management (Saturdays, Sundays and Statutory Holidays excluded). Where this time limit cannot be met, the Company will contact the Union with the reason for the delay. A copy of discipline pertaining to suspension or discharge will be copied to the Union.**

ARTICLE 8- ARBITRATION

- 8.1 When either party requests that any matter be submitted to arbitration as heretofore provided, it shall make such request in writing addressed to the other party to this Agreement, and at the same time nominate an Arbitrator. Within five (5) working days thereafter, (all postal dates will be the determining factor to define the five (5) days) the other party shall nominate an Arbitrator; provided, however, that if such party fails to nominate an Arbitrator as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking arbitration procedure. The two Arbitrators so nominated shall attempt to select by agreement a Chairman of the Arbitration Board. If they are unable to agree upon such a Chairman within a period of three (3) working days, they shall then request the Minister of Labour for the Province of Ontario to appoint an impartial Chairman. If both parties agree, a single Arbitrator may be appointed to hear the grievance.
- 8.2 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 8.3 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 8.4 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 8.5 The proceedings of the Arbitration Board will be expedited by the parties hereto, and the decision of the majority and where there is no majority, the decision of the Chairman will be final and binding upon the parties hereto and the employee or employees concerned.
- 8.6 Each of the parties hereto will bear the expense of the Arbitrator appointed by it and the parties will jointly bear the fees and expenses of the Chairman of the Arbitration Board.

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

ARTICLE 9- SENIORITY

- 9.1 (a) seniority shall be exercised Bargaining Unit wide. The purpose of seniority is to provide a policy governing layoffs, recalls, permanent transfers, **booking of vacation**, promotions and/or shift start times. It is clearly understood by the parties that in all cases above, the word permanent shall be paramount.
- (b) Seniority is the relative ranking of employees within the Company established by the length of continuous service with the Company since the date of last starting to work. An employee will be on probation until he has completed ninety (90) days worked. Upon completion of such probationary period, the employee's name shall be placed on the seniority list and credited with ninety (90) working days seniority.
- 9.2 An employee shall lose all seniority and be deemed to have quit if he:
- (a) voluntarily quits his employment;
- (b) is discharged and is not reinstated through the Grievance or Arbitration Procedure.
- (c) absents himself from work for three (3) days unless a reason satisfactory to the Company is given by the employee;
- (d) failure to notify the Company and report to work within three (3) working days after being recalled from lay off upon receipt of registered mail to the last address on file.
- (e) fails to return to work upon termination of an authorized leave of absence without reason satisfactory to the Company **or** utilizes a leave of absence for purposes other than those of which the leave of absence may be granted.
- (f) is absent due to layoff for a period in excess of **twenty-four (24)** months.
- 9.3 It shall be the duty of the employee to notify the Company promptly of any change in address. If an employee fails to do this, the Company will not be responsible for failure of any such notice to reach such employee.

- 9.4 In all cases of promotion (other than appointments to positions outside the scope of the bargaining unit), layoff and recall from layoff the following factors are to be considered:
- (a) skill, ability, qualifications and job *efficiency*;
 - (b) seniority;
 - (c) part-time and probationary employees shall be laid off first and will be the last to be recalled from layoff.

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

- 9.5 Employees promoted to supervisory positions or positions not subject to this Agreement will retain their seniority after promotion for a period of ninety (90) days only. If demoted for any reason or if they voluntarily request reinstatement to their former position the time served in the supervisory position shall be included in their seniority rating. Such employee shall forfeit any and all recourse to the grievance procedure as outlined in this Agreement should he be subsequently discharged in such a position beyond the jurisdiction of this Agreement. This Article is to be applied only once for any employee during the term of this Agreement.
- 9.6 A seniority list will be posted on the bulletin board and will be revised in January and July. Copies will be forwarded to the Local Union. Such lists shall contain the employee's name and starting date. The lists forwarded to the Union shall also include the employee's address, telephone number and social insurance number.
- 9.7 In all lay-offs where the qualifications of an employee are questioned by the Company, such employee will immediately be given the opportunity to perform the work in question to determine if he is qualified.
- 9.8 In the event that an employee is absent from work because of sickness or injury, his seniority will continue to accumulate for a period of **twenty-four (24)** months or for a period up to the employee's seniority at the date of such sickness or injury, whichever is greater. Thereafter he will maintain his seniority for the balance of the absence.

ARTICLE IO-JOB POSTING

- 10.1 All permanent full time vacancies, which are deemed to include permanent new shift starting and quitting times or changes to existing starting and quitting times, and or days of the week, shall be posted on the bulletin board and shall remain posted for a period of five (5) working days. Eligible employees will have the right to bid for such positions. Selection to such vacancies will be in accordance with Article 9.4. The result of these postings will be placed on the bulletin board and a copy given to the Union Steward.
- 10.2 Temporary full-time vacancies, i.e., continuous full-time positions, known to be ninety (90) days or less will not be posted but will be offered by seniority. Other full-time vacancies do not have to be posted if mutually agreed by the Company and the Union.

ARTICLE 11-HOURS OF WORK

- 11.1 a) The work week for regular full-time warehouse employees shall be forty (40) hours per week. This, however, will not be construed as a guarantee of hours worked per day or per week or of days of work per week.
- b) Employees will be allowed no less than a one-half (½) hour unpaid lunch break at an appropriate time during his regular shift. The Company shall grant two (2) paid rest periods of fifteen (15) minutes each; one in the first half of the shift and the other in the second half of the shift. Employees must take no less than the one-half hour unpaid lunch break that will result in the employee working no more than five (5) consecutive hours without an eating period.
- c) **The work week shall be all the hours from Sunday to Saturday inclusive.**
- 11.2 Warehouse employees will be paid at the rate of time and one-half (1½) for all hours worked in excess of forty (40) hours per seven (7) day period.
- Drivers will be paid at the rate of time and one-half (1½) for all hours worked in excess of **forty-three (43) hours January 1, 2009; forty-two (42) hours January 1, 2010; forty-one (41) hours January 1, 2011; forty (40) hours January 1 2012** per seven (7) day period.
- 11.3 Employees who report for work at the regular starting time when they have not been notified previously not to do so, and for who work is not available shall be provided with six (6) hours work or six (6) hours pay in lieu thereof

at their regular straight time hourly rate. Any employee so affected shall take such temporary work as is available in order to qualify for his six (6) hours pay. This clause will not apply if work is not available as the result of causes beyond the reasonable control of the Company.

- 11.4 An employee who has left the Company's premises and who is called back to work shall be paid at the rate of time and one-half (1 ½) of his regular rate for all call back work performed with a minimum of four (4) hours pay at time and one-half (1 ½) the straight time hourly rate, provided he has completed his previously scheduled hours of work.
- 11.5 All warehouse positions and permanent shifts will be bid no less often than once per year.
- 11.6 Overtime will be offered by seniority by classification to those available. If the necessary staff is unavailable, the Company will call upon qualified employees in the reverse order of seniority.
- 11.7 Employees may request to work on his or her day off on a voluntary basis by signing their department on call sheet. An on call sheet shall be posted for each department. An employee must sign the on call sheet, from their department, no later than Wednesday at **10 p.m.** for next week's schedule. The schedule for the next week will be posted no later than **10:00 p.m.** on Thursday. Employees who sign the on call sheet in their department shall have first choice by seniority on the shifts available.

Notwithstanding the above, in the event that an insufficient number of employees volunteer, the Company reserves the right to require junior employees on their day off to work subject to Article **11.2**. Notice will be given to the employee as far in advance as possible.

All employees who sign the call in sheet and are not available when called without a reasonable explanation could be subject to disciplinary action.

- 11.8** Employees wishing not to be called will sign a no call sheet, which will be in effect for a minimum of **four(4)** months.

If an employee wishes to remove their name from a no call sheet, they shall do so in writing to their supervisor stating the reason why. Such permission shall not be unreasonably withheld.

If the necessary staff is unavailable the Company will call upon qualified employees in the reverse order of seniority.

11.9 Employees shall be able to switch two **(2)** shifts in a twelve **(12)** month period for the purpose of attending medical appointments provided one **(1)** week written notice is remitted to their Supervisor and approved by the Director of Operations.

ARTICLE 12-STATUTORY HOLIDAYS

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

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

- 12.2
- (a) If a Statutory Holiday falls on a Saturday it shall be observed on the previous Friday for those who normally work between Monday and Friday, and on Thursday for those who normally work between Sunday and Thursday.
 - (b) If a Statutory Holiday falls on a Sunday it shall be observed on the following Monday for those who normally work between Monday and Friday, and on the Sunday for those employees who normally work between Sunday and Thursday.
 - (c) Statutory Holidays that fall on a Monday will be observed on the previous Sunday for those employees who normally work between Sunday and Thursday, and on the Monday for those employees who normally work between Monday and Friday.
 - (d) Good Friday will be observed on the previous Thursday for those employees who normally work between Sunday and Thursday, and on Good Friday for those employees who normally work between Monday and Friday.
 - (e) Employees' birthdays will be recognized. This shall be a day off with pay. Employees are to advise the Company in writing of their choice of day when completing round one of the vacation scheduling. The choice of day must fall in the week in which the birthday falls. Should the employee's schedule change, the employee can select another day during their birthday week.

In the event the birthday is on a day off or another holiday covered by this agreement an alternate day will be selected and agreed upon and taken within seven (7) calendar days of the birthday.

- 12.3 Holiday pay for full-time employees will be computed as follows:
- In the event the employee works a regular five (5) day shift the week of the holiday, the amount paid to the employee will be eight (8) hours pay.
 - In the event the employee works a regular four (**4**) day shift the week of the holiday, the amount paid to the employee will be ten (10) hours pay.
 - In the event the employee works a regular three (3) day shift the week of the holiday, the amount paid to the employee will be thirteen (13) hours pay.
 - In the event that a dispute arises between an employee and management with the calculation of the above formulas, then the *Employment Standards Act* calculations will apply.
- 12.4 In order to qualify for holiday pay an employee must work his/her full scheduled shifts on each of the work days immediately preceding and following the holiday and the holiday if it is his/her regular scheduled day.
- 12.5 If a statutory holiday falls within an employee's vacation period, he will be granted another day in lieu thereof at a mutually agreeable time, or the holiday pay. If the employee chooses the day in lieu option and no mutually agreeable time is set before the end of the vacation year, the Company will pay the employee the holiday pay.
- 12.7 An employee required to work on a holiday covered by this agreement shall receive time and one half (1 1/2) for each hour worked on such holiday in addition to any holiday pay to which he/she may be entitled. At the employees option he/she may take an alternate day in lieu of the holiday. The date of which is to be mutually agreed upon between the Company and the employee. The alternate day(s) must be scheduled within **one hundred and twenty days (120) days** of the holiday. In the event that the parties do not agree on the date to take the holiday the Company will pay the employee the holiday pay.
- 12.8 In a week in which a statutory holiday occurs, overtime shall be paid after forty (40) hours exclusive of any hours worked on the holiday.

- 12.9** It is understood between the parties that the Company shall endeavour to provide all employees a minimum of three (3) days off in succession in a week in which a statutory holiday occurs.

ARTICLE 13-VACATIONS

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

- (a) employees who have completed one (1) year or more of continuous service as of March 31 in each year shall receive a vacation of two (2) weeks with pay at 4% of earnings;
- (b) employees who have completed five (5) years or more of continuous service as of March 31 in each year shall receive a vacation of three (3) weeks with pay at 6% of earnings;
- (c) employees who have completed ten (10) years or more of continuous service as of March 31 in each year shall receive a vacation of four (4) weeks with pay at 8% of earnings;
- (d) Effective January 1, 2009 employees who have completed twenty one (21) years or more of continuous service as of March 31 in each year shall receive a vacation of five (5) weeks with pay at ten percent (10%) of earnings.

Effective January 1, 2012 employees who have completed twenty (20) years or more of continuous service as of March 31 in each year shall receive a vacation of five (5) weeks with pay at ten percent (10%) of earnings.

- 13.2** (a) Vacation schedules will be posted no later than January 15th of each year. Commencing February 1st of each year, employees in order of seniority will book their vacation entitlement. Any employee who does not book his vacation when his turn comes will be passed over and can not affect a junior employees choice when he books. The final vacation schedule will be posted no later than April 15th of each year.

- (b) Employees, at their option, may choose to leave vacation pending. All vacation weeks pending will be on a first come first served basis however, weeks that become open due to illness etc., will be posted and awarded by seniority to those employees with weeks pending. Employees who have vacation pending must give the Company a minimum of **fourteen (14) days** notice to book the pending vacation time. **The Company may grant vacation leave with less than fourteen (14) days notice at its own discretion.**
- (c) Any employee laid off for a period longer than one (1) consecutive week shall receive all his accrued vacation pay upon request.
- (d) The Company agrees to pay the employees vacation pay advance at the time the employee takes the vacation. If requested in writing no less than (2)weeks prior to taking vacation.
- (e) It is agreed that where an employee has been absent because of illness, injury or approved leave of absence and has not earned sufficient earnings as a result of such absence, the requirement to take vacation without compensation can be waived in whole or in part.

13.3 For the purpose of calculating vacation pay, earnings mean:

- regular earnings, including commissions;
- overtime pay;
- holiday pay;
- termination pay.

For clarification purposes it does not include:

- vacation pay already paid;
- expenses and traveling allowances;
- living allowances;
- contributions made by the Company to a benefit plan and payments from a benefit plan that an employee is entitled to; or
- severance pay.

In the event that a dispute arises as to the interpretation of this article the Employment Standards Act for the Province of Ontario shall be used as the guiding factor.

13.4 Employees when picking annual vacations shall be guaranteed no more than two (2)weeks vacation during the summer period (June 1 to September

15). If more vacation time is available during this period it will be offered to employees by seniority.

The warehouse will allow up to four **(4)** employees off on the night shift and three (3) employees off on the day shift.

During the period June 1 to September 15 distribution (drivers) shall allow up to six (6) drivers off per week.

In the work week (Sunday to Saturday) where there are two (2) statutory holidays distribution shall allow up to three (3) drivers off on vacation.

13.5 Under no circumstances can an employee work while on vacation, with the exception of Statutory Holidays and only after all other employees have been first offered the opportunity to work the overtime.

ARTICLE 14-WAGES

14.1 Attached hereto and forming part of this Collective Agreement is Schedule "1" - Wages. Pay days will be biweekly on Fridays. The Company will endeavour to pay an employee during his last scheduled shift for the week.

14.2 In the event of an error on the pay cheque of an employee of fifty dollars (\$50.00) gross earnings or more, attributable to the Company, the Company shall correct this error within three (3) business days following notice to his immediate Supervisor, by direct deposit or regular cheque. In the absence of such a request, the error shall be corrected on the next pay cheque of the employee.

In the case of any error inferior to the above mentioned amount, the Company shall correct the said error on the next pay cheque of the employee.

ARTICLE 15-GROUP BENEFITS

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

ARTICLE 16-PENSIONS

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

ARTICLE 17-LEAVES OF ABSENCE

17.1 BEREAVEMENT

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

- (a) Immediate Family: not to exceed **four (4)** calendar days. "Immediate family" includes **spouse, children**, father, mother, stepparent, sister, brother, mother-in-law, father-in-law.
- (b) Other Relatives: not to exceed one (1) calendar day. These include grandmother, grandfather, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law.
- (c) If more time is required for any reason relating to the death, a leave of absence will be granted.

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

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

17.3 **A leave of absence for any number of days will not be granted until a request for same is submitted in writing to both the Local Union and the Company and is mutually agreed upon in writing. Such leave of absence shall not be unreasonably withheld.**

17.4 **On written request from the Business Representative, a Union Steward will be granted up to seven (7) days per year without pay to attend Steward's seminars, educational programs and any other Union**

business. Such requests will be made at least two (2) week before the day requested.

ARTICLE 18-GENERAL

- 18.1 The Company agrees that the Union may use a bulletin board designated for the purpose provided that material posted thereon shall have received the approval of both the Union Representative and the Company, and such approval shall not be unreasonably withheld. All postings must be on official union letterhead and must be signed by an officer of the local union.
- 18.2 The Company guarantees to supply a First Aid box properly equipped, as required by Worker's Compensation. The box will be conspicuously displayed and easily accessible. The Company will also supply all safety related clothing and equipment required by the Company or applicable legislation at no cost to the employees.
- 18.3 The Union recognizes that bonding is necessary with respect to certain employees and where employees are required by the Company to be covered by a Fidelity Bond, the cost of such bond shall be borne by the Company.
- 18.4 (a) Once per calendar year the Company will pay, upon receipt up to **one hundred and thirty-five (\$135.00) January 1, 2009; one hundred and forty-five (\$145.00) January 1, 2010; one hundred and fifty-five (\$155.00) January 1, 2011; one hundred and sixty-five (\$165.00) January 1, 2012** dollars to each employee towards the purchase of safety boots. A probationary employee will be entitled to this provision upon completion of his/her probationary period.
- (b) Upon successful completion of their probationary period, drivers will be provided with a uniform. The uniform will consist of;
- One Windbreaker (seasonal)
 - One (1) winter jacket (seasonal)
 - three (3) pants
 - four (4) shirts
 - one (1) cap

The Company will replace uniforms as required due to normal wear and tear.

All drivers are required to wear uniforms at all times while working.

- 18.5 Company will supply freezer clothing and boots for those who work in the freezer.
- 18.6 (a) The Company agrees to a Joint Health and Safety Committee (the "Committee"), which shall meet monthly to discuss and resolve health and safety issues affecting the workplace. The Committee shall be comprised of a minimum of two (2) members from the bargaining unit and two (2) members from the management team. A minimum of one (1) management member and one (1) member of the bargaining unit shall be certified on the Committee.
- b) Any complaint from a driver about an unsafe delivery will be promptly dealt with by the procedures established by the Committee.
- c) All members of the Committee shall receive the necessary time off with pay when conducting business in accordance with the above.

ARTICLE 19-DRIVERS

- 19.1 Drivers must report all on duty *traffic* convictions, logs and hours worked from all sources to the Company.
- 19.2 The Company agrees to pay up to a maximum of \$125.00 towards the cost of *medicals* as required by the Ministry of Transportation.
- 19.3 (a) No employee shall permit anyone other than employees of the Company, who are on duty, to ride in an assigned vehicle except by written authority of the Company.
- (b) It is understood, however, that unless express written authority is given by the Company, no employee will use a Company, owned, rented or leased vehicle for other than Company business.
- 19.4 (a) It is to the mutual advantage of both the Company and the employee that employees shall not operate vehicles which are not in a safe operating condition and not equipped with the safety appliances required by law.
- (b) It shall be the duty of employees to report promptly in writing to the Company, all defects in equipment.
- (c) It shall be the duty and responsibility of the Company to maintain all vehicles in a safe operating condition in accordance with the Department of Transport regulations.

- (d) No employee shall be compelled to take out equipment that is not in sound mechanical condition. It shall not be a violation of the Agreement where employees refuse to operate unsafe equipment unless such refusal is unjustified.
- (e) Once a vehicle has been refused by an employee as unsafe, it shall be a violation of this Agreement if the Company compels another employee to operate said vehicle provided the original refusal is justified by a Company-authorized licensed mechanic.

- 19.5 All trucks shall be equipped with adequate heaters, windshield wipers, rear view mirrors, and directional signals.
- 19.6 Any complaint from a driver about unsafe steps or stairways will be promptly dealt with by the procedure established by the Safety Committee.
- 19.7 Employees who have been found to drive Company, owned, rented or leased vehicles unsafely or in an unprofessional manner may be subject to discipline up to and including termination.
- 19.8 Float Drivers will receive at least two (2) weeks notice for their schedule between June 1 and September 15. At other times throughout the year two (2) weeks notice will be provided whenever possible.
- 19.9 In the event that a hotel room is required the Company will pay for the room directly unless due to unforeseen circumstances.

The Company will provide prior to departure of each overnight journey, unless due to unforeseen circumstances, a meal allowance per day of fifty dollars (\$50.00) January 1, 2009; fifty-five dollars (\$55.00) January 1, 2010; sixty dollars (\$60.00) January 1, 2012.

- 19.10 All runs will be bid starting March 1st in each year, to take effect the first (1st) week of April in each year, and any other time as required.
 - (i) The Company will establish estimated times on each daily run and weekly set of runs. The drivers will choose, in order of seniority, their weekly set of runs.
 - (ii) Any driver whose run changes plus or minus six (6) hours per week averaged over a four (4) week period shall have the right to exercise his seniority to bump a more junior driver. This shall not apply in the event of circumstances beyond the control of the Company.

- (iii) Any new permanent weekly sets of runs that materialize after the bids will be posted and awarded by seniority.

19.11 Replacing vacationing employees shall be done by seniority.

19.12 If a driver incurs any Company authorized expense while performing his normal duties as a driver he/she shall be reimbursed of all expenses incurred within three (3) calendar days of notice (unless for unforeseen circumstances) and a copy of the receipt provided to his immediate Supervisor. In the absence of such a request, the expense shall be corrected on the next pay cheque of the employee.

ARTICLE 20- DURATION OF AGREEMENT

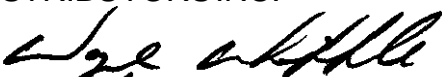
20.1 Unless changed by mutual consent, the terms of this Agreement shall come into full force and effect from the date of ratification of this Agreement until December 31, 2012, and shall continue automatically thereafter for annual periods of one year each unless either party notifies the other party in writing within a period of two (2) months immediately prior to the expiration date that it desires to amend the Agreement.

20.2 Negotiations shall begin as soon as possible following notification for amendment as provided in the preceding paragraph.

20.3 If, pursuant to such negotiations, an Agreement is not reached on the renewal or amendment of this Agreement, or the making of a new Agreement prior to the expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties or until conciliation proceedings prescribed under the Ontario Labour Relations Act have been completed, whichever date should first occur.


Dated at Ottawa, Ontario this 4th day of February 2009.

SUMMIT FOOD SERVICE
DISTRIBUTORS INC.



Bob Fowler

TEAMSTERS, LOCAL UNION 91



Bradley Best

SCHEDULE 1

WAGES

Drivers

January 1, 2009	21.00
July 1, 2009	21.20
January 1, 2010	21.45
July 1, 2010	21.70
January 1, 2011	21.95
July 1, 2011	22.25
January 1, 2012	22.55
July 1, 2012	22.90

Warehouse

January 1, 2009	19.90
July 1, 2009	20.10
January 1, 2010	20.35
July 1, 2010	20.60
January 1, 2011	20.85
July 1, 2011	21.15
January 1, 2012	21.45
July 1, 2012	21.80

All payroll increases will be effective on the first day of period one (1) and the first day of period seven (7).

New Hires: Drivers

- Start **\$2.00 /hr.** less than above rates
- Completion of **12 months \$1.50/hr.** less than above rates
- Completion of **24 months \$1.00/hr.** less than above rates
- Completion of **36 months \$0.50/hr.** less than above rates
- Completion of **48 months,** regular rate.

New Hires: Warehouse

Start **\$4.00/hr.** less than above rates

- Completion of **12 months \$3.00/hr.** less than above rates
- Completion of **24 months \$2.00/hr.** less than above rates
- Completion of **36 months \$1.00/hr.** less than above rates
- Completion of **48 months,** regular rate.

For purposes of clarification the above new hire rates shall only be applicable to those employees who are hired after January 1, 2009.

Retroactivity shall apply only to hourly wages, overtime and not premiums, allowances etc. covered under this agreement.

SHIFT PREMIUMS

- A shift premium of twenty-five cents (\$0.25) will apply to all warehouse employees for each hour worked shall be paid when the majority of all hours worked on that shift fall between 4:00 p.m. and midnight. This premium shall be paid after the calculation of any other premiums that the employee may be entitled to.
- A freezer premium of twenty-five cents (\$0.25) for each hour worked will be paid to those employees when the majority of the shift is worked in the freezer.

SCHEDULE "2" - BENEFITS

FOR FULL-TIME EMPLOYEES

Current benefits for present time

No later than January 1/92 switch to new Company benefits outlined below:

- 1) Group Life Insurance and A.D. & D.
- 2) Short Term and Long Term Disability
- 3) Major Medical including semi-private and drug plan coverage.
- 4) Dental Plan

Re: Premium sharing - no change for present.
 - effective no later than Jan. 1/92, 100%
 Company paid except as follows:
 - L.T.D. - Company pays 60% of premium
 - Employee pays 40% of premium

Effective January 1/93 - Group R.R.S.P. Plan to be offered on a voluntary basis to eligible employees. (Contribution 2.5% effective January, 1994, 3.0% effective January, 1995 and 3.5% effective January, 1996 both by the Company and by employee.)

Changes effective the first pay period in the month of January of each year of the Collective Agreement.

Effective January 1, 2007 all employees and their eligible dependents covered by the plan shall receive one hundred and fifty dollars (\$150.00) every two years reimbursement for eyeglasses.

Effective January 1, 2011 all employees and their eligible dependents covered by the plan shall receive one hundred and seventy-five dollars (\$175.00) every two years reimbursement for eyeglasses.

Group R.R.S.P. Eligibility Criteria

To be eligible to be a member of and contribute to the Group R.R.S.P. an employee must:

- a) be in active service with the Company and working full-time;

- b) has been employed with the Company two **(2)** or more years; eligibility will be ruled on each January 1 for new employees and those eligible will be mailed on application;
- c) is less than seventy-one (71) years of age; and
- d) is willing to personally contribute at least ten (\$10.00) dollars per week to his/her account;
- e) once enrolled the employee may not stop and start contribution at will; however, an employee may change his/her contribution level once each year by completing the appropriate Payroll form.

LETTER OF UNDERSTANDING #1

Between

TEAMSTERS UNION LOCAL 91 (The Union)

and

SUMMIT FOOD SERVICE DISTRIBUTORS INC. (The Company)

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

- 1.1 Providing all full-time employees on layoff have been recalled in accordance with Article 9 part-time employees may be hired on a full-time basis for the purpose of replacing full-time employees for any reason to a maximum of six (6) months unless extended by mutual agreement.
- 1.2 Part-time, temporary help and students shall pay to the support of the Union the amount of bi-weekly dues to be deducted from each pay. Initiation fees shall be deducted in accordance with article 3.4 (b) of the main body of this Collective Agreement. Other than this letter of Understanding of Articles 5, 6, & 7 shall only apply. Part-time employees shall not interfere with the seniority rights and the job conditions of full-time employees.
- 1.3 The Company will provide a list of part-time, student and temporary employees to the Stewards and the Local Union upon request. This list will also include the days of the week those employees worked and the start and finish time daily. It will also indicate the full-time employees they are replacing.
- 1.4 Full-time employees on layoff shall be given the first opportunity for any part-time work. Recall shall be by seniority.

- 1.5 It is the intention of the parties that the normal hours of work of probationary and regular full-time employees will not be reduced due to the use of part-time employees. No part-time, temporary or student employee will be used when it will deprive probationary or regular employees of their normal hours of work
- 1.6 A part-time or temporary employee will be considered on probation until he has been with the Company for a total of ninety (90) days worked. His seniority date shall then date back to the first day of hiring.
- 1.7 Temporary or part-time employees shall be given the first consideration to transfer from part-time to full-time and the employee shall not be required to serve the full-time probation period providing the work is of a similar nature. A part-time employee who is converted to a full-time will carry his/her part time seniority (to a maximum of one (1) year) to the full-time seniority list.
- 1.8 The Company agrees to pay vacation pay on March 1st every year and holiday pay to part-time employees in accordance with the Employment Standards Act.
- 1.9 Where it is established that part-time help is being used where a regular full-time employee could be gainfully employed on a regular basis, the Company shall replace the part-time or temporary employees with one or more regular or probationary employees.

1.10 RATES OF PAY

Part-time Warehouse Person

	Start	12 Months	24 Months	36 Months
Jan 1. 09	12.03	12.13	12.28	12.43
Jan 1. 10	12.13	12.23	12.38	12.53
Jan 1. 11	12.23	12.33	12.48	12.63
Jan 1. 12	12.33	12.43	12.58	12.73

All part-time warehouse persons shall receive a \$0.10 an hour raise January 1st in each year of the term of this agreement.

Part-time Drivers

	Start	6 Mo.	12 Mo.	18 Mo.	24 Mo
Jan 1. 09	13.81	14.07	14.32	14.58	14.83
Jan 1. 10	13.91	14.17	14.42	14.68	14.93
Jan 1. 11	14.01	14.27	14.52	14.78	15.03
Jan 1. 12	14.11	14.37	14.62	14.88	15.13

All part-time drivers shall receive a \$0.10 an hour raise January 1st in each year of the term of this agreement.

1.11 No part time, student or temporary employee can work more than forty (40) hours in any week unless all full time eligible employees have first been offered the work.

Overtime

1.12 Warehouse employees will be paid at the rate of time and one-half (1%) for all hours worked in excess of forty (40) hours per seven (7) day period.

Drivers will be paid at the rate of time and one-half (1%) for all hours worked in excess of forty-four (44) hours per seven (7) day period.

Breaks



1.13 Employees will be allowed no less than a one-half (1/2) hour unpaid lunch break at an appropriate time during his/her regular shift. The Company shall grant two (2) paid rest periods of fifteen (15) minutes each; one in the first half of the shift and the other in the second half on the shift.

Footwear Allowance

1.14 After twelve (12) months of service part time employees shall receive **fifty five dollars (\$55.00) January 1, 2009; sixty dollars (\$60.00) January 1, 2010; sixty-five dollars (\$65.00) January 1, 2011; seventy dollars (\$70.00) January 1, 2012** per year, upon receipt, towards the purchase of approved safety footwear.

Dated at Ottawa, Ontario this 4th day of February 2009.

SUMMIT FOOD DISTRIBUTORS INC.

TEAMSTERS, UNION LOCAL 91,

