

COLLECTIVE AGREEMENT

BETWEEN

BROWN'S FINE FOODS

AND

UNIFOR AND ITS LOCAL 8300



EXPIRY DATE: JUNE 30, 2019

FULL AND PART TIME EMPLOYEES

REVISED: JULY 22, 2016

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Collective Agreement

THIS AGREEMENT dated the 1st day of July, 2016.

BETWEEN:

BROWN'S FINE FOOD SERVICES INC.
(hereinafter referred to as the "Company")
OF THE FIRST PART

— and —

UNIFOR AND ITS LOCAL 8300
(hereinafter referred to as the "Union")
OF THE SECOND PART

WHEREAS the Ontario Labour Relations Board by Certificate dated the 13th day of January, 1987, has certified the Union as the Bargaining Agent for the employees in the Bargaining Unit hereinafter described.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT:

ARTICLE 1: PURPOSE OF AGREEMENT

- 1.01 The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Company and the Union with respect to the Bargaining Unit as defined herein, to secure and promote the prompt disposition of grievances and the efficient operation of the Company business.

ARTICLE 2: RECOGNITION

- 2.01 The Company recognizes the Union as the exclusive Bargaining Agent for all its employees in Belleville, Ontario, including all part-time employees save and except Manager, persons above the rank of Manager, office staff, and students employed during the school vacation period, and students employed in education accounts for a maximum of one hour per day. Students employed in education accounts will not be used to the extent that they displace current bargaining unit employees. Employees working at the Yardmen Arena, 265 Cannifton Road, and at Procter & Gamble, 355 University Avenue, are also excluded from this document. Part-time employees shall be described as being regularly employed for not more than 24 hours per week.
- 2.02 The Employer shall not contract out bargaining unit work such as to cause a layoff or loss of hours of work for bargaining unit employees.
- 2.03 It is agreed between the parties that the present number of non-bargaining unit Managers shall not be increased to a level that will result in the reduction of hours of work or cause a layoff of bargaining unit members.
- 2.04 It is agreed that at business and industry accounts, location managers will be limited from performing bargaining unit work, except when training, instructing, or experimenting, and in urgent cases where bargaining unit members are not available.

ARTICLE 3: RELATIONSHIP

- 3.01 Both the Union and the Company agree that no discrimination of any kind will be practiced or condoned by any representative of the employer or any member of the bargaining unit for reason of race, colour, creed, religion, national origin, sex or age as defined by the Ontario Human Rights Code. The Company and the Union are committed to the concept of equal opportunity in the workplace and both parties are devoted to promoting this principle. Moreover, providing fair and equitable treatment for all employees is best achieved in an environment where all individuals interact with mutual respect for each other's rights.

ARTICLE 4: MANAGEMENT RIGHTS

- 4.01 The Union recognizes that it is the exclusive function of the Employer to manage its operation and without restricting the generality of the foregoing:
- (a) to maintain order, discipline, and efficiency;
 - (b) to hire, direct, discharge, classify, transfer, lay off, recall, retire and suspend or otherwise discipline employees except that a claim by an employee that he has been discharged or disciplined without reasonable cause or improperly transferred, laid off or recalled may be made the subject of a grievance and dealt with in accordance with the Grievance Procedure as set out in Article 6;
 - (c) to make, enforce and revise, from time to time, rules and regulations relating to safety and the general conduct of the employees; any amendments to such rules and regulations shall be made available to all employees and to the Union prior to the implementation;
 - (d) to determine the number of personnel required from time to time, the standards of performance of employees, the use of incentive systems (subject to the parties agreement and/or arbitration, under Article 7) and methods, procedures, machinery and equipment in connection therewith, cessation of operations.
- 4.02 The Company agrees that these functions will be exercised in a manner not inconsistent with the other provisions of this Agreement.

ARTICLE 5: GRIEVANCE COMMITTEE AND STEWARDS

- 5.01 The Company agrees to recognize a Grievance Committee consisting of up to three (3) Stewards selected by the Union. All members of the Grievance Committee shall be regular employees of the Company during their term of office, and shall have completed their probationary period. Should the employer acquire new business contracts during the life of this agreement, it is agreed the number of stewards will be revisited to ensure adequate representation for all members.
- 5.02 In order to facilitate the operations of this Agreement, the Employer shall supply to the Union a list of employees acting in a supervisory capacity and will indicate by appropriate job titles the nature and extent of their authority. The Union will supply the Employer with a list of its Representatives and Stewards. Both parties agree that these lists will be promptly revised, from time to time, whenever changes become necessary.
- 5.03 It is understood that Stewards have their regular work to perform and that if it is necessary to service a grievance during working hours, they will not leave their work without first obtaining permission from their Supervisor. Such permission will not be unreasonably withheld. The Steward will report to the Supervisor on returning to work.
- 5.04 In accordance with the understanding in Article 5.03 above, Stewards will be compensated for time spent during working hours in processing grievances with the Company.
- 5.05 The Union Representative of the Union will be permitted access to the Company premises, on announcing himself to Management Personnel, in charge. The above permission is

granted on the understanding it does not interfere with the normal and proper operation of the business.

ARTICLE 6: GRIEVANCE PROCEDURE

- 6.01 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible. An employee will first attempt to resolve the complaint informally with her/his manager. If they are unable to resolve the matter, the employee may submit a grievance in the following manner.
- 6.02 No grievance shall be considered where the circumstances giving rise to it occurred more than five (5) working days before the filing of the grievance.
- 6.03 The employee shall be advised by management that they are entitled to union representation at all meetings with management, if desired.
- Step No. 1-** If any employee has a grievance he wishes to bring to the attention of the Company, he shall take it up orally with his Manager. The employee may, if he wishes, be accompanied by his Steward when discussing his grievance with his Manager. Within five (5) working days after the complaint has been brought to his attention as above, the Manager will give his reply.
- Step No. 2-** If the reply of the Manager is not satisfactory to the employee concerned, the grievance shall be stated in writing and submitted to the person designated by the Company within five (5) working days following the Manager's reply at Step No. 1. The Company Representative will meet with the employee concerned and his Steward to discuss the grievance and will give his reply, in writing, within five (5) working days after the said meeting.
- Step No. 3-** If the reply of the Company Representative is not satisfactory to the employee concerned, the grievance may, within five (5) working days following the date of the said reply, but not longer, be submitted to the person designated by the Company. The Company Representative will meet with the Union Committee and the grievor to discuss the grievance. At this meeting, a full time Representative of the Union will be present. The Company Representative will give his reply to the grievance, in writing, within five (5) working days after the said meeting has been held.
- 6.04 If final settlement of the grievance is not completed within ten (10) working days after the meeting at Step. No. 3, and if the grievance is one which concerns the interpretation or alleged violation of the Agreement, the grievance may be referred by either party to mediation and / or a single arbitrator as provided in Article 7 below, at any time within ten (10) days thereafter, but not later.
- 6.05 Any of the time allowances provided in this Article may be extended by mutual agreement between the parties concerned.
- 6.06 Time limits referred to under the Grievance and Arbitration procedures of this Collective Agreement shall not include Saturdays, Sundays or paid holidays.

ARTICLE 7: MEDIATION / ARBITRATION

- 7.01 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the steps of the Grievance Procedure outlined in Article 6 above and which has not been settled, will be referred to a single Arbitrator at the request of either of the parties hereto. The matter may be referred to a Mediator by agreement by both parties.
- a) Mediation is confidential and, if it does not resolve the said issue, is without prejudice to either of the parties' positions and the grievance may then be determined by arbitration. Any agreed upon settlement of the grievance by the Mediator will be final and binding.
- 7.02 When either party requests that a grievance be submitted to arbitration, it shall make such request, in writing, addressed to the other party to this Agreement, and at the same time shall propose a Mediator / Arbitrator within ten (10) days thereafter.
- 7.03 The Company shall either agree to the Mediator / Arbitrator first proposed or propose another Mediator / Arbitrator within seven (7) days of the notification. If the Union does not agree with the proposed Mediator / Arbitrator, the Office of Arbitration will be asked to name a Mediator / Arbitrator.
- 7.04 The decision of an Arbitrator shall be final and binding on both parties.
- 7.05 The Mediator / Arbitrator shall not have any power to alter or change any of the provisions of this Agreement nor to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 7.06 The parties will jointly bear the expenses of the Mediation / Arbitration.

ARTICLE 8: MANAGEMENT AND UNION GRIEVANCES

- 8.01 It is further agreed that any complaint, difference, or dispute arising directly between the Company and the Union which could not be the subject of an individual grievance procedure, it shall be lodged, in writing, by the aggrieved party with the other party and a meeting will be arranged within three (3) working days of such complaint being lodged. The other party shall give its answer within five (5) working days of the meeting to the aggrieved party. If the other party's reply is not satisfactory, it may be submitted to arbitration by the aggrieved party as outlined in Article 7.

ARTICLE 9: DISCHARGE CASES

- 9.01 In the event of an employee, who has attained seniority, being discharged from employment, and the employee feeling that an injustice has been done, the case may be taken up as a grievance.
- 9.02 All such cases shall be taken up within three (3) working days and disposed of within seven (7) working days of the date the employee is notified of his discharge, except where a case is taken to arbitration. A claim by an employee, who has attained seniority, that he has

been unjustly discharged from his employment, shall be treated as a special grievance if a written statement of such grievance, signed by the employee, is lodged with the General Manager or his designate within three (3) working days after the employee is notified of his discharge. If final settlement of the special grievance is not completed within seven (7) working days of the date the employee is notified of his discharge, it may be referred to arbitration as in Article 7.

- 9.03 Such discharge grievance may be settled by confirming the Management's action in dismissing the employee, or by reinstating the employee in his former position with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties, or of the Arbitrator, as the case may be.
- 9.04 When an employee has been dismissed without notice, he shall have the right to interview his Steward for a reasonable period of time before leaving the Company premises.
- 9.05 When an employee is dismissed, the Company shall send a copy of the dismissal notice or letter to the Union office within two (2) working days.
- 9.06 The Company agrees that, whenever an interview is held with an employee that becomes part of their record, the employee may be accompanied by a Steward or in a Steward's absence, a fellow employee if the employee so chooses.

ARTICLE 10: NO STRIKES—NO LOCKOUTS

- 10.01 In view of the orderly procedure established by this Agreement for settling disputes and the handling of grievances, the Union agrees that there shall not be any strikes or picketing during the life of this Agreement.
- 10.02 The Company agrees that there shall be no lockouts during the life of this Agreement.
- 10.03 No employee will be required to cross a picket line where there is a possibility of danger to the health and safety of the employee.

ARTICLE 11: WAGES

- 11.01 Schedule "A" headed "Wages and Classifications" is hereby made a part of this Agreement.
- 11.02 Where a new job is established, the appropriate classification, rate of pay, shall be negotiated. Failing agreement, the dispute may be the subject of a grievance and may be referred to arbitration. The Arbitrator shall have the power to determine the appropriate classification, wage rate in issue, effective as of the date the jobs were changed or new jobs established.
- 11.03 **Meal Payment:**

Each employee who works more than five (5) hours per day, shall be deducted **\$2.50** for each day worked toward the cost of employee meals. Each employee who works five (5) hours or less per day shall be deducted **\$1.50** for each day worked toward the cost of a

snack. **Employees who work a three (3) hour shift and do not receive a break shall not be deducted a meal allowance for that shift.**

ARTICLE 12: HOURS OF WORK AND OVERTIME

- 12.01 The Employer agrees to offer more hours to all employees who are qualified and able to do the work available in the order of seniority, subject to scheduling limitations.
- 12.02 (a) Employees shall be paid at the rate of time and one-half (1 1/2) their regular hours rate for all authorized hours worked in excess of forty (40) hours in any one (1) week, in excess of thirty-two (32) hours in a week with one (1) Statutory Holiday, in excess of twenty-four (24) hours in a week with two (2) Statutory Holidays.
- (b) Overtime at the rate of time and one-half (1/2) shall be paid for hours worked in excess of eight (8) hours per day. Overtime will not be used to make up the weekly pay guarantee. Where mutually agreeable, an employee may work a compressed work week and forfeit overtime pay for hours in excess of eight (8) hours per day.
- (c) The backup person will be on call status as of 9:00 p.m. Sunday or Monday if it is a Statutory Holiday. Route employees working weekends are entitled to eight (8) hours between the last call completed and the beginning of the next shift.
- (d) Social catering functions outside an employee's normal working hours shall be on a voluntary basis based on seniority within the location. Should there be no volunteers from the location, volunteers from other locations will be offered the opportunity, by seniority. Overtime payment for said events shall be in accordance with Article 12.02 (a) and 12.02 (b).
- 12.03 An employee who is on standby for service calls shall be paid a bonus per day of: thirty dollars (\$30.00), except where actually called.
- 12.04 An employee who is on call and is called out shall have included in his hours of work, reasonable driving time to and from his home to the place the work is performed. When an employee is called out, he may, with the prior approval of management, use his personal vehicle for the call. In this case, he shall receive thirty-three (.33) cents per kilometer in mileage reimbursement.
- 12.05 **Shift Premium:**
A shift premium of **fifty cents (\$.50)** per hour shall be paid for all hours worked between 3:00 p.m. but before 5:00 a.m. provided the shift also starts between the hours of 2:30 p.m. and 5 a.m.
- 12.06 Only one (1) overtime premium shall be paid on the same hours worked and there shall be no pyramiding of overtime.
- 12.07 Weekend, Christmas and New Year's overtime shall be on a scheduled basis by seniority on a rotation basis. An employee shall have the opportunity to trade or give away such weekends but no more than half the scheduled weekends for a year provided one (1) senior employee is included in each weekend rotation.

- 12.08 Employees will not be required to work weekends during or at the end of their vacations.
- 12.09 During Christmas and New Year's, employees will be scheduled so that they will only be required to work: (a) Christmas Eve Day, Christmas Day, Boxing Day, or (b) day before New Year's Day and New Year's Day. Each year an employee's assignment to (a) or (b) will be alternated unless other scheduling arrangements are mutually agreed upon by the Department Head and the employees concerned subject to proper service of the location.
- 12.10 There shall be two (2) paid fifteen (15) minute rest periods for all employees during each shift of seven (7) hours or more, at times designated by the Employer. Shifts of more than four (4) hours but less than seven (7), shall receive one (1) paid fifteen (15) minute rest period at a time designated by the Employer. An employee who is scheduled more than five (5) hours will also receive a one-half (1/2) hour unpaid lunch. If at the request of the Company, an employee agrees to work through their lunch period, they shall be paid for such time.

ARTICLE 13: VACATIONS WITH PAY

- 13.01 Vacation entitlement and accrual shall be based on each employee's anniversary date of hire. Employees shall receive vacation pay as a percentage of gross earnings. Vacation pay will be paid in accordance with the regular bi-weekly payroll schedule. Vacation entitlement and the percentage of gross earnings is based as follows:
- (a) Up to one (1) years' service - .833 of one (1) day is accrued for the employee for each completed full month of employment, to the equivalent of ten (10) working days, with vacation pay at 4% of gross earnings.
 - (b) After one (1) full years' service — two (2) weeks, ten (10) working days, with vacation pay at 4% of gross earnings.
 - (c) After five (5) full years' service — three (3) weeks, fifteen (15) working days, at 6% of gross earnings.
 - (d) After ten (10) full years' service — four (4) weeks, twenty (20) working days, at 8% of gross earnings.
 - (e) After fifteen (15) full years' service — five (5) weeks, twenty-five (25) working days, at 10% of gross earnings.
 - (f) After twenty-five (25) full years' service — six (6) weeks, thirty (30) working days, at 12% of gross earnings.
 - (g) Employees are expected to request vacation time off in accordance with their annual entitlement. An employee may not carry over more paid vacation than the total sum of her/his entitlement. In the event that the vacation balance exceeds vacation entitlement, and unforeseen circumstances limits taking the aforementioned carry over, that portion of vacation pay will be paid to the employee.

- (h) **Employee agrees to book their vacation as outlined in the Employment Standards Act. Further, the employee recognizes that their vacation time, or a portion thereof, may be unpaid.**
- 13.02(a) Employees must take vacations during vacation shut down periods of the place of work. If work has to be done during vacation shut down, permanent employees who regularly fill the position will be asked based on seniority and such employees shall be given their vacation at a time requested by the employee, provided such request does not interfere with operations. Such request will not be unreasonably denied.
- (b) Employees who do not work in one (1) single workplace shall receive their vacation at a time requested by such employee, based on seniority in the event of competing request between employees, provided such request does not interfere with operations. Such request will not be unreasonably denied.
- 13.03 Any employee terminating his employment with the Employer who is entitled to vacation depending on his length of service, shall receive vacation pay at the rate of four percent (4%), six percent (6%), eight percent (8%), ten percent (10%), or twelve percent (12%) of his earnings. Any employee not entitled to the above will be paid in accordance with the Employment Standards Act.
- 13.04 Vacation requests are to be received by April 1 of each year, with vacation time agreed by May 1. Where more employees than can be permitted away at any one time request the same vacation time, seniority will be the governing factor. For requests received after April 1, vacation will be granted on a first-come, first-served basis, except when two or more employees request the same dates, at the same time, seniority will be the deciding factor. This provision shall not have the effect of allowing any employee to displace another employee's vacation time that has already been requested and approved. **If an employee has not received notification that their request for vacation has been declined by May 1, the request shall be deemed to be accepted, providing the preceding deadline for submission has been met.**
- 13.05(a) An employee who is absent, due to serious illness or injury prior to receiving their scheduled vacation, shall be entitled to take their vacation, with pay, or the part thereof which has been displaced, at another time.
- (b) Where an employee's scheduled vacation is interrupted due to serious illness or injury, the employee shall be considered on sick leave and the employee's vacation shall be rescheduled at a later date.

ARTICLE 14: PAID HOLIDAYS

14.01 The following holidays shall be observed as paid holidays:

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

In addition to the above, employees with one (1) or more years of service will be entitled to their birthday as a paid holiday. **An employee must be schedule and use this day within thirty (30) days following their birthday.**

The foregoing holidays shall be observed on the date specified by the Company. The date of observance will be posted two (2) weeks' in advance, if possible.

- 14.02 Employees will receive their regular day's pay for each of the paid holidays, subject to the following conditions:
- (a) to be eligible for holiday pay, an employee must work his full work day immediately preceding such holidays and his full work day immediately following such holiday, unless absent the full day or any portion of the day with permission of the Management or because of proven illness;
 - (b) the employee must have performed work for the Company during the two (2) weeks preceding the week in which the above-named holiday falls, unless he was absent with permission of Management; employees in education accounts shall not be entitled to either the Civic Holiday or Labour Day holiday pay, due to being on extended layoff from June through September;
 - (c) an employee who is eligible for holiday pay in accordance with the above conditions and who performs work on any of the said paid holidays, with the exception of the employee's birthday, shall be entitled to receive pay at time and one-half (1 1/2) for the hours worked on such holiday plus a day off, with pay, at a time mutually agreed to by the employee and Management with due consideration given to the employee's request;
 - (d) an employee on vacation when a holiday is observed will receive a day off with pay in lieu of the said holiday at a mutually convenient time.
 - (e) Where an employee is required to work authorized overtime in excess of their regularly scheduled hours on a paid holiday (but not including hours on a subsequent regularly scheduled shift) such employee shall receive two and one-half (2 1/2) times their regular straight time hourly rate for such additional authorized overtime.

ARTICLE 15: SENIORITY

- 15.01(a) A new employee shall be a probationary employee until the Company has employed him for one hundred and twenty (120) worked days within a one-year period. For employees hired to work at a school location, there shall be a probationary period until the employee has been employed by the Company for sixty (60) worked days or six (6) months, whichever comes first. At the completion of the probationary period, the employee shall be placed on the seniority list, with seniority dating back to the date of his hiring for full time employees and hours worked and paid for part time employees.
- (b) A probationary employee may be discharged for a standard, which is less than just cause.
 - (c) Seniority for part time employees shall be expressed in hours: eighteen hundred (1,800) hours equals one (1) year of seniority. This applies to Articles 15 and 23.

- 15.01(a) Employees shall be laid off in reverse order of seniority within their classification providing the remaining employees are qualified and willing to perform the available work.
- (b) A full time employee who is laid off from his classification shall bump the most junior full time position in another classification provided:
- i) he is most senior; and
 - ii) he is immediately qualified and willing to perform the work.
- (c) Where a full time employee does not have the seniority and qualifications to bump into a full time position, he may bump into a part time position, based on his seniority, for which he is qualified and able to do the work.
- (d) A part time employee who is laid off from his classification:
- i. shall bump the most junior part time employee in another classification provided he is qualified and willing to do the work;
 - ii. when a part time employee does not have the seniority and qualifications required to bump a part time employee he shall bump into the most junior full time position in his classification, or if unable to based on seniority, shall bump the most junior full time employee in another classification provided:
 - (a) he is more senior; and
 - (b) he is immediately qualified and willing to perform the work.

15.03 An employee laid off due to lack of work shall be placed on the Bargaining Unit recall list and shall be retained on this list for a period of twelve (12) months.

In the event of a layoff, the employee to be laid off will receive one (1) weeks' notice of such layoff or one (1) week's pay in lieu of notice.

Employees on layoff will be offered any available work, in increments of one (1) week, in order of seniority. In the event that no employee or insufficient numbers of employees accept the offer, employees will be compelled to accept the assignment(s) in reverse order of seniority, commencing with the least senior.

Where an employee is compelled to work it shall be to a maximum of three (3) full weeks in a calendar year.

15.04 When work is available, the most senior employee on the recall list will be recalled, provided that he is qualified and willing to do the work available.

15.05 Seniority and employment shall be terminated when an employee:

- (a) quits for any reason;
- (b) is discharged and is not reinstated through the Grievance Procedure or Arbitration;
- (c) has been on lay off for more than twelve (12) months;

- (d) fails to report for work within five (5) working days after being notified by the Company, following a layoff, or fails to inform the Company within two (2) working days of recall by registered mail that he will report for work;
 - (e) fails to return to work upon termination of an authorized leave of absence without notification of reasonable excuse, or utilizes a leave of absence for purposes other than those for which the leave of absence was granted;
 - (f) is absent from work without permission for three (3) consecutive working days unless an explanation satisfactory to the Company is given by the employee.
- 15.06 An employee shall accumulate seniority under any of the following conditions:
- (a) while he is at work for the Company, after he has completed his probationary period as set out in Section 15.01;
 - (b) during any period when he is prevented from performing his work for the Company by reason of injury in the course of his employment for the Company, and for which he is receiving compensation under the provisions of the Workers' Compensation Act;
 - (c) during the first twelve (12) months of any absence due to lay off;
 - (d) during any absence due to illness or written leave of absence for a maximum period of thirty (30) months.
- 15.07 An employee's reinstatement after sick leave will be conditional on his supplying, when requested, a letter from his physician that he is sufficiently recovered from the sickness which caused his absence in order to carry out his normal duties.
- 15.08 Seniority lists will be maintained on a current basis and revised January and July each year. Two (2) separate lists shall be maintained, one for full time employees and one for part time employees. A copy of the lists will be posted on the plant bulletin boards, and a copy shall be forwarded to the Union office. Seniority lists shall show date of hire for full time employees and hours worked and paid for part time employees.
- 15.09 In the event that an employee covered by this Agreement should be promoted to a supervisory or confidential position beyond the scope of this Agreement, he shall retain the seniority previously acquired and for the first six (6) months after which time he shall not continue to accrue seniority while in such position.
- 15.10 In the event that a lay off commences on the day immediately following a paid holiday, an employee otherwise qualified for the holiday pay, shall not be disentitled thereto solely because of the day on which the layoff commenced.
- 15.11 In the event employees working at Procter and Gamble shall come under this Collective Agreement, they shall have full seniority and service from their original date of hire by Brown's Fine Food Services. Bargaining unit employees of Brown's Fine Food Services in the City of Belleville shall have the right to exercise their seniority rights, in the event of a lay-off, to bump less senior employees employed at the Procter and Gamble facility, if the employee so chooses.

ARTICLE 16: TEMPORARY TRANSFERS

- 16.01 Any employee who, for the convenience of the Company, is temporarily transferred to another job for a minimum of four (4) hours for which the rate of pay is different from that in effect for such employee's regular job, shall be paid while so employed as follows:
- (a) if the rate of pay for the job to which he is transferred is less than his regular pay, he shall receive his own higher rate of pay;
 - (b) if the rate of pay for the job to which he is transferred is higher than the employee's regular pay, he shall receive the higher rate of pay for the job to which he is temporarily transferred.
- 16.02 An employee who, for the convenience and benefit of the employee, is temporarily transferred to another job instead of being laid off due to lack of work, breakdown of machinery, or other like cause, shall be paid while so employed as follows:
- (a) if the rate of pay for the job to which he is transferred is less than his regular pay, he shall receive the lower rate paid for the job to which he is transferred after one (1) full shift;
 - (b) if the rate of pay for the job to which he is transferred is higher than his regular pay, he shall receive such higher rate after one (1) full shift.

ARTICLE 17: LEAVES OF ABSENCE

17.01 Union Leave:

- (a) The Company shall grant leaves of absence to employees to attend Union conventions, seminars and education classes. The Union agrees that such leave will not unduly affect the proper operations of the Company. Not more than one (1) employee at a time may be absent under this Article.
- (b) In requesting such leave of absence, the Union will endeavour to give fourteen (14) days clear notice and the written reply will be given within fourteen (14) days. The Company will maintain the regular wages and benefits of an employee during such absence provided that the Union shall remit the cost of maintaining such wages and benefits to the Company upon being billed for same.
- (c) Full Time Union Leave—Upon application by the Union, in writing, the Company will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to a full time Union position as an Officer or Representative or to the staff of the Canadian Labour of Congress or the Ontario Federation of Labour. It is understood that not more than two (2) employees in the Bargaining Unit may be on such leave at the same time. Such leave, if granted, shall be for a period of ten (10) calendar years from the date of appointment unless extended for a further specific period by agreement of the parties.
- (d) Seniority and service shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement.

- (e) Leave of absence, shall be granted to employees who have been elected or otherwise appointed as representatives to the Union's Negotiating Committee to attend negotiating meeting with the Company for the renewal of the Collective Agreement. Notice of this leave must be provided to the Company in writing a minimum of fourteen (14) calendar days in advance of the leave.

17.02 The Company may grant leave of absence if an employee requests it, in writing, and if the leave is for good reason and does not unreasonably interfere with the efficient operation of the business. All approvals of leave of absence shall be in writing.

17.03 **Workplace Safety and Insurance Board Compensation**

- (a) Where an employee is absent due to illness or injury, which is compensative by Workplace Safety and Insurance Board, the following shall apply:
 - i) The Company shall continue to pay his share of any and all health and welfare benefits for the month in which the absence commences and for the remainder of the month.
 - ii) Subsequent to the period referred to in a) i) above, benefit coverage, in accordance with Article 31, may be continued by the employee, provided the employee pays his portion of the premium to the Company for each monthly period during the absence, which payment can be deferred for future payroll deductions upon return to work. The total amount owing must be repaid in not more than six (6) months. In the event that the employee wishes to discontinue benefits coverage, the employee may do so with the specific understanding that the Company's insured benefits carrier may require evidence of insurability, in accordance with their requirements, upon return to work. The employee further understands that this may result in a refusal by the carrier to insure the employee. Any medical costs incurred by the employee in providing evidence of insurability, or in connection with the re-application process, will be reimbursed to the employee to a maximum amount of \$20.00.
 - iii) The employee will not be eligible for paid holidays, sick leave, uniform allowance or any other benefits of this Agreement, except where specified otherwise, during any absence covered by the Workplace Safety and Insurance Board.
- (b) In the case of absence due to a compensative accident, where the anticipated length of such absence is four (4) months or more, the Company will post notice of the vacancy in accordance with the job posting procedure (Article 23) of this agreement. Where the anticipated absence is less than four (4) months, the Company may fill the position at his discretion.

17.04 **Educational Leave:**

- (a) A leave of absence to take further education related to the employee's work with the Company shall be granted upon written application by the employee to the Company.
- (b) It is further understood and agreed that the Company will, wherever its operational requirements permit, endeavour to arrange the shifts of employees attending courses or seminars to permit such attendance.

- (c) If the employee is successful in passing the course, the Company shall reimburse the employee for one-half (1/2) of the cost of the course (cost to include tuition, books, etc.) up to a maximum of two hundred dollars (\$200.00) annually.

17.05 **Paid Union Education Leave Program**—The Company agrees to pay two hundred dollars (\$200) annually into a special fund for the purpose of providing paid education leave for upgrading the employee's skills in all aspects of Trade Union functions. Such monies to be paid in February of each year into a trust fund established by the National Union, **Unifor** and sent by the Company.

17.06 **Marriage Leave**—An employee may be granted up to seven (7) calendar days of unpaid leave at the time of his/her marriage, provided all accrued holiday and vacation days have been used up. Upon returning from such leave, reinstatement to the employee's former position and department is assured.

17.07 **Public Office Leave of Absence**—An employee with seniority, elected or appointed to an essentially full time Federal, Provincial, or Local public office, may make written application for a leave of absence for the period of his first term of active service in such public office. If such leave is granted, additional leaves of absence for service in such office may be granted at the option of Management upon written application by the employee.

Any employee granted such leave of absence shall be entitled to reinstatement at the then current rate of pay, to such work as he may be entitled on the basis of the seniority provisions of this Agreement. Seniority will continue to accumulate during the period of such leave of absence.

The employee's request for leave of absence may also include the necessary time to campaign for such office. No pay or benefits shall be available during such leave period.

ARTICLE 18: BULLETIN BOARDS

18.01 The Employer will provide bulletin boards in each place of work, in mutually satisfactory locations for the convenience of the Union in posting notices of Union activity. No notice except notices of general meetings and social functions shall be posted on such bulletin board without first receiving the approval of the Manager. The Union shall submit sufficient copies of any such notice to head office for distribution through our internal delivery system to the various work sites.

ARTICLE 19: UNION SECURITY

19.01 The parties agree that all employees in the Bargaining Unit shall, as a condition of employment, be required to join the Union, pay initiation fees and Union dues as set down by the Local Union. The Employer shall deduct these fees and dues from each employee in the Bargaining Unit after completion of thirty (30) calendar days.

19.02 The Union dues shall be deducted from the first pay during each calendar month and the Company shall remit the total sum deducted to the Secretary Treasurer of the Local Union before the 25th day of the same month.

- 19.03 The union will save the Company harmless from any and all claims, which may be made by employees against the Company for amounts deducted from wages in accordance with the terms of this Article.
- 19.04 All dues owing when an employee is terminated will be deducted from the employee's final settlement pay.
- 19.05 The Union will not engage in Union activities during working hours or hold meetings at any time on the premises of the Company without the permission of the Management, or except as expressly provided by this Agreement.
- 19.06 The Company agrees to furnish the Union, each month, with an up-to-date list of names, addresses, social insurance numbers and individual amounts of dues deducted from each employee paying Union dues and of new employees hired in the classifications under this Agreement.
- 19.07 All new employees shall be given a copy of the Collective Agreement at the time they are hired.
- 19.08 It is mutually agreed that a Union Representative will be given the opportunity of interviewing each new employee once upon completion of one (1) week's employment for the purpose of informing such employee of the existence of the Union on the premises of the Company. The Company shall advise the Union, monthly, as to the names of the persons to be interviewed and shall designate the time and place for each such interview, the duration of which shall not exceed fifteen (15) minutes. The interview shall take place in a room designated by the Company, and the employees shall report to this room for interview during the interview period. All interviews shall be arranged with the Company's Chief Executive Official, or his Representative.
- 19.09 The Company will add Union dues deductions to the employees' T4 slips at the end of the year for the purpose of tax deduction.

ARTICLE 20: BEREAVEMENT LEAVE

- 20.01(a) In the event of the death of an employee's spouse or child, the employee, provided he has completed his probationary period, will be granted a leave of absence for a reasonable time and will be reimbursed for time necessarily lost from work up to a maximum of five (5) days. The above shall have the same terminology when referring to common-law or same sex relationships.
- (b) In the event of the death of a member of an employee's family (including the employee's maternal or paternal grandparents, and excluding a spouse or child), the employee, provided he has completed his probationary period, will be granted a leave of absence for a reasonable time and will be reimbursed for time necessarily lost from work up to a maximum of three (3) days. The term "a member of the employee's family" means a parent, brother, sister, mother-in-law, father-in-law, ex-spouse (where there are children involved under the age of eighteen (18) years), grandparents, grandchild, sister-in-law and brother-in-law. The above shall have the same terminology when referring to common-law or same sex relationships.

(c) In the event of the death of an employee's maternal or paternal great-grandparents, the employee, provided he has completed his probationary period, will be granted a leave of absence for one (1) day with pay to attend the funeral.

(d) **Employees will be granted an unpaid leave of absence should the bereavement occur where travel is necessary.**

20.02 Where an employee is unable, due to distance of travel, to attend the funeral of a member of their immediate family as defined above, they shall be entitled to leave for mourning on the day of the funeral without loss of pay.

20.03 When an employee's scheduled vacation is interrupted due to the above, the proportion of the employee's vacation interrupted shall be deemed to be bereavement leave and the employee will be entitled to reschedule the vacation credits at another time.

ARTICLE 21: MATERNITY & PARENTAL LEAVE

21.01 The Company shall grant maternity, parental, and adoption leave in accordance with the provisions of the Employment Standards Act. A male employee shall be granted one (1) paid day of leave on the occasion of the birth of his child. An employee may return earlier than scheduled from a maternity or parental leave, on providing one month's notice in writing.

ARTICLE 22: INTERPRETATION

22.01 Where applicable, the male pronoun shall be deemed to include the female pronoun and the singular shall include the plural.

ARTICLE 23: JOB POSTING

23.01 In the event new jobs are created or existing Bargaining Unit positions become vacant for more than three (3) months, the Company will post a notice of the vacancy for a period of three (3) working days on the bulletin board. All such vacancies shall be posted within three (3) days of the occurrence of such vacancy. The notice will contain the nature of the job, the qualifications required, and the rate of pay. An employee who wishes to be considered for the position so posted, shall signify his desire by submitting an application, in writing, to the Location or District Manager within three (3) working days of the posting of the notice.

23.02 The most senior applicant shall have preference, provided he is qualified to do the job. If there is a dispute on qualifications, the senior employee shall be given a twenty (20) working day trial period.

23.03 Any employee who has successfully bid under this Article shall not be entitled to bid on a posted job for six (6) months from the date of his successful bid except with the Company's permission.

- 23.04 Only the original vacancy and the first resulting vacancy shall be posted and all vacancies, which may occur as a result of having filled those vacancies shall be filled at the discretion of the Company.
- 23.05 Any job, which is vacant for less than three (3) months because of illness, accident, vacation or leave of absence, shall not be deemed to be vacant for the purposes of this Article.
- 23.06 When a job position is filled by means of the job posting procedure, the name of the successful applicant shall be posted. All copies of the job postings will be sent to the Union office along with the successful applicant's name.
- 23.07 Full and Part Time—In applications pursuant to this provision, part time employees shall be considered prior to hiring from other sources provided such part time employees who apply for a position comply with the provisions of Article 23.02 and vice versa for part time positions.

ARTICLE 24: JURY AND WITNESS PAY

- 24.01 Where an employee is called for jury duty, or subpoenaed for witness service, he shall be paid his full pay for the time he is absent from work by the Company. Such employee will give his jury or witness fees to the Company in return, exclusive of expenses allowed by the court.

ARTICLE 25: SHORTAGES

- 25.01 Any unaccountable shortages shall be checked and if there is no justifiable explanation, such shortage must be paid for by the serviceman. It is agreed that this shall be subject to the Grievance Procedure.

ARTICLE 26: GENERAL

- 26.01 No employee shall be asked or permitted to make any verbal or written agreement which may conflict with this Agreement unless by negotiation between the Company and the Union.
- 26.02 When an employee is promoted to a supervisory position, it will be posted on all notice boards.
- 26.03 The Company is not obligated to retain any employee that is not bondable, that has been hired after April 20, 1995. Any current employee who wishes to post for a vending route sales or service position must be bondable in order to qualify for such position regardless of their hiring date.
- 26.04 All employees who are responsible for handling monies or tools shall not be liable for loss due to theft, burglary or robbery, provided they take all reasonable steps to prevent such loss including reporting any malfunctions in the equipment as soon as reasonably possible.

- 26.05 In the event that an employee loses his driver's license, the Company will endeavour to provide work for him on a non-driving job, providing such job is available. Such employee will not be allowed to exercise seniority rights to bump out any more junior employee.
- 26.06 In the event of a shortage in pay of twenty-five dollars (\$25.00) or more, for which the Company is at fault, the employee will receive the amount owing to him within two (2) working days.
- 26.07 Pay day shall be every other Friday with each pay cheque giving each employee's earnings and deductions.

ARTICLE 27: ROUTE RETIMING

- 27.01 When an employee wishes a review of his route schedule or timing, he will make his request, in writing, to his route Supervisor. The Company will reply to this request within one (1) week.

ARTICLE 28: REPORTING PAY AND CALL BACK PAY

- 28.01 The Company agrees that employees reporting for work (unless otherwise notified by the Company) shall be provided with at least three (3) hours work at the employee's straight time hourly rate or shall be paid three (3) hours pay in lieu thereof at the discretion of the Company; provided that such employees are willing to perform any work assigned to them by the Company which is normally performed by members of the Bargaining Unit. The provisions of this paragraph shall not apply in the event of strikes, power failures, or other conditions beyond the control of the Company, which prevent the Company from providing work.
- 28.02 All employees called back to work after leaving the Company's premises on the completion of a shift, shall be entitled to a minimum of three (3) hours of work at time and one-half (11/2) the employee's regular hourly rate or shall be paid three (3) hours pay at time and one-half (11/2) the employee's regular hourly rate in lieu thereof at the discretion of the Company, provided that such employees are willing to perform the work assigned to them by the Company which is normally performed by members of the Bargaining Unit. All hours worked in excess of the minimum three (3) hours shall also be paid at the rate of time and one-half (11/2) the employee's regular hourly rate.

ARTICLE 29: UNIFORMS

- 29.01(a) Uniforms shall be worn by all employees. The Company shall replace the uniforms for employees at school locations annually during the month of September **as required**. The Company shall replace the uniforms for employees in business and industry locations, and vending route sales/services annually during the month of April **as required**. The employee is responsible for the reasonable care of the uniform. The cost of replacing uniforms will be **paid** by the Company .

Upon hire, each employee will be provided with five (5) aprons and thereafter, will be provided annually with two (2) replacement aprons **as required**.

- (b) **Safety Footwear**—In the event employees are required to wear safety footwear, the Employer shall pay **one hundred percent (100%)** of up to the maximum cost of one hundred and fifty dollars (\$150.00) for such safety footwear, upon presentation of receipts from the employees. **Receipts must be submitted to Payroll within one (1) month of original purchase otherwise will become null and void.** Required footwear will be replaced as needed for safe use, but in any event not less than once every twelve (12) month period.
- c) **Non-Slip Footwear** - All employees are expected to wear fully enclosed black coloured footwear. Soles must be rubber, non-slip and adhere to all safety standards and / or requirements. Employees who purchase their own footwear will be reimbursed to a maximum of **seventy dollars (\$70.00)** annually upon submission of an original, itemized receipt. **Receipts must be submitted to Payroll within one (1) month of original purchase otherwise will become null and void.**
- 29.02 An employee who is discharged before completion of his probationary period, shall return the uniforms to the Employer.
- 29.03 The Company uniform for route employees and drivers shall consist of the following articles:
- one (1) spring/fall/winter combination coat
 - five (5) uniform shirts
 - five (5) pairs of pants of a style and colour acceptable to the Company (no jeans)
 - two (2) pairs of shorts (if account agrees)
- Shirts and coats shall be supplied and paid for by the Company. Pants shall be purchased by the employee, who will be reimbursed to a maximum of thirty dollars (\$30.00) per pair, upon submission of receipts.
- 29.04 For employees in manual operations, the Company shall provide at its discretion, kitchen whites or blouses and pants. The Company will supply five (5) blouses for each full-time employee and three (3) blouses for each part-time employee. Pants will be purchased by the employee, who will be reimbursed for up to three (3) pairs, and up to a maximum of thirty dollars (\$30.00) per pair. Hair-nets or hats shall be supplied by the Company.
- 29.05 In the event that the Company introduces new uniforms for its employees, the employee shall be provided an amount equivalent to that of a new hire. For the purposes of the entirety of Article 29, uniforms will be replaced only on an "as required" basis.

ARTICLE 30: ILLNESS

- 30.01 The Company will continue its present practice with respect to absences due to illness. The Company further agrees to pay wages for the first three (3) days an employee is off due to illness. If the Company requests, the employee shall produce a Doctor's certificate for any illness. The cost of certificates requested by the Company shall be eligible for

reimbursement through the extended health care plan. The Company agrees not to exercise this right on an unreasonable basis.

ARTICLE 31: WELFARE

- 31.01 After sixty (60) working days, the Welfare plan shall be eligible to full-time employees, and part-time employees regularly scheduled to work more than twenty-four (24) hours per week, and shall consist of the following:
- (a) Weekly Indemnity — to be provided by Government Employment Insurance with a supplemental amount to be paid by Employer to bring benefit to 66.6% level, to a maximum of 17 weeks.
 - (b) Life Insurance — one (1) times yearly salary for each employee plus AD&D of one (1) times yearly salary.
 - (c) Extended Health Care — covering semi-private hospitalization, drugs and vision care \$25.00 single and \$50.00 family deductible, to a maximum of \$18,000 per person and subject to maximums and other cost sharing arrangements for paramedical services, as detailed in the Benefit Booklet.
 - (d) Long Term Disability Plan — beginning after seventeen (17) weeks of Weekly Indemnity, costs shared equally by the employee and the Company.
 - (e) Practitioner Services — the total amount that may be claimed each calendar year for the services of a registered practitioner shall not exceed five hundred dollars (\$500.00). Orthotics will be paid up to \$300 every two years instead of \$200 every year.
- 31.02 Eligibility, benefits and conditions shall be according to the contract between the Company and the insurer.
- 31.03 The Company will pay the Welfare Plan premiums for employees on extended absence due to illness or accident compensable under the Weekly Indemnity or LTD plans for a maximum of up to seventeen (17) weeks.
- Benefit Plan Booklets—Each employee shall receive a benefit plan booklet outlining all Welfare benefits on a yearly basis.
- 31.04 Reimbursement of medical expenses shall be administered as per the process / policy outlined by the benefits carrier.

In the event that the Company provides a self-insured benefits plan, reimbursement of medical expenses shall be included in each biweekly paycheck, provided receipts are received by the payroll department at 844 Division Street no later than the Friday preceding the pay date.

ARTICLE 32: RETIREMENT PLAN

32.01 The Company will contribute to the Retirement Plan on behalf of each employee who has completed two (2) continuous year of service. The amount of such contribution will be according to the following three options:

Employee	Company	Total
3%	2%	5%
4%	3%	7%
6%	4%	10%

Employer and employee contributions to be submitted to the Plan on a monthly basis.

Employees shall have the option within fifteen (15) calendar days of their anniversary date, every two (2) years to enroll in and / or increase their contribution within retirement plan. Employees may opt out or decrease their contribution at any time.

ARTICLE 33: OPTICAL PLAN

33.01 The Company will pay the full cost of each employee's optical plan, which will include vision care supplies as outlined in the benefit booklet and the expense of an eye exam by an ophthalmologist or a licensed optometrist. The maximum coverage shall be \$250.00 per year for children up to the age of 18 (eighteen) and \$250.00 every two (2) years for adults. Eye exams shall be covered up to fifty dollars (\$50.00) every two years.

ARTICLE 34: CANADA SAVINGS BONDS

34.01 The Company will provide a payroll deduction service for all employees wishing to contribute to Canada Savings Bonds.

ARTICLE 35: VIOLENCE AGAINST WOMEN

35.01 The Company and the Union are committed to providing a harassment and violence free workplace and as such, agree to abide by the Company's policies in this regard. The Company will ensure the policies are posted in all worksites.

ARTICLE 36: HEALTH, SAFETY, AND ENVIRONMENT

36.01 The Company and the Union are committed to ensuring a safe workplace for all employees. The provisions of the Company's health and safety policy and program shall be in force in all worksites. Employees required to participate in health and safety related training by the

Company will do so on Company time and will be compensated for such time by the Employer.

ARTICLE 37: TERMINATION

37.01 This Agreement shall be dated **July 1, 2016**, and shall remain in full force and effect until **June 30, 2019**, and from year to year thereafter unless written notice of intention to terminate or amend this Agreement is given by either party to the other not more than ninety (90) days and not less than thirty (30) days before the date of its termination. Negotiations with respect to the proposed amendments shall commence not later than thirty (30) days after receipt of same from one of the parties to the other.

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

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

Terisa Lucas

Laureen Dawson

Michelle Clarke

JM

J. Holt

SCHEDULE A-WAGE RATES AND JOB CLASSIFICATIONS

WAGE GRID – JUNE 30, 2016 - YEAR 1

CLASSIFICATION	START	AFTER PROBATION	AFTER SIX (6) MONTHS
General Help	\$11.90	\$12.41	
Assistant Cook	\$11.90	\$13.47	
Cook	\$13.66	\$15.07	
Route Sales/Service (Hired after Jan. 1/98)	\$16.57	\$17.88	\$18.55
Route Sales/Service (Hired before Jan. 1/98)	N/A	N/A	\$20.89
Lead Route Sales & Service	\$20.87	\$21.85	\$22.33

WAGE GRID – JUNE 30, 2017 - YEAR 2

CLASSIFICATION	START	AFTER PROBATION	AFTER SIX (6) MONTHS
General Help	\$12.11	\$12.63	
Assistant Cook	\$12.11	\$13.70	
Cook	\$13.92	\$15.33	
Route Sales/Service (Hired after Jan. 1/98)	\$16.86	\$18.19	\$18.88
Route Sales/Service (Hired before Jan. 1/98)	N/A	N/A	\$21.26
Lead Route Sales & Service	\$21.24	\$22.23	\$22.73

WAGE GRID – JUNE 30, 2018 - YEAR 3

CLASSIFICATION	START	AFTER PROBATION	AFTER SIX (6) MONTHS
General Help	\$12.35	\$12.88	
Assistant Cook	\$12.35	\$13.97	
Cook	\$14.20	\$15.64	
Route Sales/Service (Hired after Jan. 1/98)	\$17.20	\$18.54	\$19.26
Route Sales/Service (Hired before Jan. 1/98)	N/A	N/A	\$21.69
Lead Route Sales & Service	\$21.67	\$22.68	\$23.19

**LETTER OF INTENT
BETWEEN
UNIFOR AND ITS LOCAL 8300
AND
BROWN'S FINE FOOD SERVICES INC.
REGARDING: OVERTIME BANKING**

The following provision will apply only to employee working in the classifications of Route Sales and Service, and will be an option under Article 12.02 a) of the collective agreement:

"When an employee works eight hours of authorized overtime in any given one-week period, such eight-hour period may be banked and used within the following sixty (60) calendar days as a day off with pay, providing that the time off does not adversely affect the efficient operations of the business and is agreeable with the District Manager."

To be paid out automatically if not taken in time allotted.