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NO. OF EMPLOYEES	5,242
NO. OF EMPLOYÉS	

Between

THE ONTARIO PRODUCE COMPANY,  
THE OSHAWA FOODS DIVISION  
OF THE OSHAWA GROUP LIMITED

—and—

TEAMSTERS LOCAL UNION NO. 419

Expiry: March 11, 1995

349105



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**COLLECTIVE AGREEMENT**

EXECUTED THIS 28th DAY OF MAY 1993

BY AND BETWEEN:

THE ONTARIO PRODUCE COMPANY,  
THE OSHAWA FOODS DIVISION  
of The Oshawa Group Limited  
(hereinafter called the "Company")

-- and --

TEAMSTERS LOCAL UNION NO. 419,  
Warehousemen and Miscellaneous Drivers  
Affiliated with The International Brotherhood  
of Teamsters, Chauffeurs, Warehousemen and  
Helpers of America.  
(hereinafter called the "Union")

WITNESSETH:

**ARTICLE 1.00 — PURPOSE OF AGREEMENT**

1.01 The Union and the Company agree that the general purpose of this Agreement is to promote co-operation and harmony, to recognize mutual interests, to promote a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Company and the Union, to promote efficiency and service, and to set forth herein the basic agreement and understanding covering rates of pay, hours of work, grievance procedure and conditions of employment.

**ARTICLE 2.00 — RECOGNITION AND  
COVERAGE**

2.01 The Company recognizes the Union as the exclusive bargaining agency with respect to all matters arising under this Agreement for all employees engaged in warehousing work, building and equipment maintenance, driving and shunting, and garage maintenance in Toronto and Mississauga, save and except supervisors, persons above the rank of supervisor, office and clerical staff and sales staff.

2.02 Part-Time employees shall be covered by this Collective Agreement only as specifically set out in Appendix "A" to this Agreement.

**ARTICLE 3.00 — RESERVATIONS TO  
MANAGEMENT**

3.01 The Union recognizes the right of the Company to hire, lay off, discipline, discharge for cause, promote, demote and transfer any employee, to manage its business in all respects and to direct its working force subject to the terms of this Agreement, and to make and alter from time to time Rules and Regulations which are just and fair.

**ARTICLE 4.00 — SPECIFIC REGULATIONS AND  
UNDERTAKINGS**

4.01 It is a requirement of the Company that each employee be covered by a Fidelity Bond and the Company shall have the right to suspend the employment of any employee who may at any time be unacceptable to the Company's Bonding Company, providing the Bonding Company has a bona fide reason.

If after thirty (30) days the employee is unable to supply his own bond equivalent to the Company's bond, he shall be

terminated. If he is able to supply a Bond he shall pay the difference in the cost of such Bond.

4.02 (a) In the event a Driver who has completed his probationary period loses his license by reason of impaired driving due to intoxication, or due to his not being acceptable to the Company's Insurance Agent,

- (i) once during his employment with the Company he shall be placed on night shift in any Department at the sole discretion of the Company and be paid the appropriate rate of pay in keeping with his seniority and new classification;
- (ii) but if during the 13-month period immediately following, his license is restored to him, he shall be entitled to be returned to his former position and which position during the said period, shall have been filled by a Part-Time employee. During such assignment to the warehouse, the Driver shall not have seniority status for any purposes within the shift or the department and will be considered to be the least senior full-time employee on the shift. The only exception to the above being the use of seniority to secure preferred vacation periods or to bid on any posted position. Such employee would be eligible for overtime before any Part-Time employee on the same shift;
- (iii) and during the aforementioned 13-month period, he shall be entitled to bid for any Full-Time position pursuant to Article 13.00 but which-if he does so successfully, shall have forfeited his entitlement pursuant to Paragraph (ii) of this Sub-Clause 4.02 (a);
- (iv) should said Driver once again lose his license for reasons under his control, the above-mentioned process will apply except that said Driver will not be allowed to return to a position requiring a Class "A" license for a period of five years. Following said five-year period such employee

will be allowed to return to a position requiring a Class "A" license if:

- (i) such job was posted and his seniority is sufficient to obtain such position;
- (ii) that such employee had a valid Class "A" license at the time;
- (iii) that such employee be accident-free for the previous two years;
- (iv) that such employee have a driving abstract which is acceptable to the Company;
- (v) that such employee successfully pass the Company's driving test.

4.02 (b) In the event a Driver who has completed his probationary period loses his license for reasons other than pursuant to Sub-Clause 4.02 (a) hereof, the Company shall:

- (i) post a non-driving position, at its sole discretion;
- (ii) notwithstanding language to the contrary elsewhere, allow said Driver to be eligible in the canvass for all subsequent jobs should his seniority not be sufficient to obtain the originally posted position;
- (iii) allow said Driver to be returned to his former position if his driver's license is restored to him;
- (iv) such driver shall be entitled to bid for any position pursuant to Article 13 but which if he does so successfully shall forfeit his entitlement pursuant to Paragraph (iii) of Sub-Clause 4.02 (b).

4.03 Any medical or eye examination requested by the Company shall be promptly complied with by the employee provided however, that the Company will pay for all such examinations. The Company shall also pay an employee for three (3) hours at "hourly rate" where he is required by the



Company to be examined during a period for which he would not otherwise be paid. The Company shall reserve the right to **select a qualified medical examiner or physician and the Union** may, if in its opinion an injustice has been done to the employee, have such employee re-examined at the Union's expense.

4.03 (b) For an employee working in a classification which requires a Class 'A' license, the Company shall reimburse fifty percent (50%) to a maximum of sixty (60) dollars to such employee once every three (3) years and upon the presentation of a proper receipt for the cost of a medical examination for the purpose of renewing a Class 'A' license.

4.04 No Driver shall be permitted to allow anyone except employees of the Company who are on duty or other transport Drivers broken down on the highway to ride on his truck, except by written authorization of the Company. Drivers will be allowed to take Drivers broken down on the highway only to the next nearest town for assistance.

4.05 It shall be the duty of every Driver and helper in the case of accident, no matter how trivial, to follow the procedure outlined in the Liberty Mutual Accident Procedure guide. It shall be the responsibility of the Driver to have in his possession at all times a complete Accident Procedure guide.

4.06 No work will be contracted out which is performed by members of the Bargaining Unit, while employees are laid off or working less than a standard work week, or which would reduce the working force. This shall not mean at any time, that the Company shall be required to continue any job which becomes redundant.

4.07 Employees not covered by this Agreement, shall not perform work normally performed by members of the Bargaining Unit, while seniority Bargaining Unit employees who are qualified to perform such work are laid off or working less

than a standard work week, nor to deprive them of overtime which would normally be assigned to them except:

- (a) For the purpose of instruction or training, or
- (b) For situations requiring immediate action

Delivering Drivers who are not employees of the Company shall not be permitted to place product beyond the metal dock plate except for:

- (1) Product which must be clamped, or
- (2) Product requiring sorting as specified by letter between the parties.

4.08 When continuing work is performed in an "iced" box car, a minimum crew of two (2) men shall be assigned to such work.

4.09 The Company will make every reasonable effort to avoid assigning one Driver to two full tandem grocery loads requiring full hand unloading, in one shift of work. The Company will supply assistance in unloading the second load when a Driver is required to take two such tandem loads of groceries as described above.

4.10 An employee shall not be engaged in gainful Full-Time employment other than with the Company, nor shall such employee work directly for a competitor of the Company in any capacity whatsoever.

#### **ARTICLE 5.00 — UNION SECURITY**

1/2 ✓ 5.01 The Company agrees that all employees covered by this Agreement, except new employees during their probationary period, shall as a condition of employment become and remain members of the Union in good standing.

5.02 New employees shall make application for member-

ship in the Union on cards supplied by the Union at the time of their hiring and will become and remain members of the **Union in good standing as a condition of their employment**, as soon as their probationary period has been served. The application card will be forwarded to the Union by the Company with the first dues payment.

5.03 The Company agrees to deduct from the first pay of <sup>1/2</sup> an eligible employee each month, initiation fees and monthly dues and to remit the monies so deducted together with a list showing from whom and in what amount deductions were made, to the Secretary-Treasurer of the Union on or before the 20th day of the same month. The Secretary-Treasurer of the Union shall notify the Company by letter of any change in the amount of initiation fees and dues and such notification shall be the Company's conclusive authority to make the deductions specified. Each January and July, the Company shall deduct dues arrear payments from any employee in an amount specified by the Union.

#### ARTICLE 6.00 -- REPRESENTATION

6.01 The Company shall recognize the following Stewards:

- (1) A day Steward, an afternoon Steward and a night Steward at Malton;
- (2) a day Steward, an afternoon Steward, and a night Steward at the Queensway Perishables location;
- (3) a Steward for the Ontario Produce Company;
- (4) Drivers --- two (2) Stewards at Malton, and two (2) Stewards at the Queensway;
- (5) Garage-a Steward at the Queensway and a Steward at Malton;
- (6) a Steward for the Maintenance Department at Malton.

The said Stewards shall be employees of the Company who have completed their probationary period. Within their respective Departments, they shall represent the employees covered by this Agreement. The Union shall inform the Company in writing of the names of such Stewards and of any subsequent changes.

It is agreed that in the event a Steward so appointed is absent due to illness, vacation, leave of absence, suspension or shift transfers, his duties as Steward, so long as such absence endures, may be undertaken by another Steward appointed by the Union from among the employees on the shift affected and the Company, being notified by the Union in writing of the identity of the individual so appointed, shall recognize him as replacing the Steward so absent from the shift.

6.02 It is understood that Stewards have their regular work to perform on behalf of the Company and when it is necessary to service a grievance they will not leave their work without notifying the Department Manager or his designate, and the necessary time so spent, shall be paid for by the Company. When resuming their regular work they will report to the Department Manager or his designate and if requested, to give a reasonable explanation as to their absence. In performing their grievance functions herein, Stewards are expected not to abuse this procedure and to co-operate fully with the Company by leaving their work only at such time and for such periods as will not noticeably curtail work routines.

When a Union meeting is held on a Sunday, a Steward working a Sunday to Thursday work week may, at his request, be rescheduled to a Monday to Friday work week, provided reasonable notice is given to the Company. Such Steward will not be eligible for overtime on the Sunday shift.

6.03 A Steward shall be present in any formal meeting between an employee and the Company, where the matter discussed is to become part of the employee's performance record.

A. Steward in any Department and on any Shift shall be permitted to attend a disciplinary meeting involving an employee in his Department and on his Shift, even though the meeting may be held during a different shift. Such Steward shall be paid for time so spent at his hourly rate.

6.04 Representatives of the Union shall have access to the work areas of Bargaining Unit employees during working hours, for the purposes of adjusting disputes, investigating the working conditions and ascertaining that this Agreement is being adhered to provided however, that the Company is notified beforehand and that there is no undue interference with the operations.

The Union will provide the Company with a list of its authorized representatives.

6.05 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 and which terms and conditions shall be amended only by formal written agreement between the principal negotiators of the Company and the Union.

6.06 Bulletin Boards will be provided by the Company for the use of the Union. All notices shall be subject to the approval of the Company prior to the posting thereof.

#### **ARTICLE 7.00 -- GRIEVANCE PROCEDURE**

7.01 Any person acting in the capacity of a Business Representative of the Union and a designated official of the Company, shall meet as necessary to review all outstanding grievances with a view to expediting the dispositions. Grievances arising during a Night Shift and not dealt with during that shift, shall normally be dealt with during a Day Shift. The Grievor(s) and the Steward(s) in the Department(s) involved who participate, shall be paid for time so spent at hourly rate.

If an employee has a grievance, it shall be reduced to writing on forms supplied by the Union and taken up in the following manner:

**STEP 1 —**

By a conference between the aggrieved employee, the Steward and the Department Manager. The employee's Department Manager shall give his decision in writing within five (5) working days. Failing settlement, then:

**STEP 2 —**

Within five (5) working days, or a period as may otherwise be mutually agreed, following the decision in Step 1, an official or officials of the Union, the aggrieved employee and the Steward shall meet with representatives of the Company at which time the grievance shall be discussed. The decision of the Company shall be given in writing within (5) working days following this meeting.

7.02 Failing settlement under Step 2 of any grievance between the parties arising from the interpretation, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be taken to Arbitration as hereinafter provided. If no written request for Arbitration is received within ten (10) working days after the decision in Step 2 is given, the grievance shall be deemed to have been abandoned without prejudice.

7.03 No grievance may be submitted or considered under the grievance procedure unless it has been presented within thirty (30) working days from the time of the occurrence of the incident giving rise to the grievance.

7.04 Any grievance concerning or affecting a group of employees shall be presented in writing within thirty (30) working days from the date of its occurrence. Within five (5) working days, officials of the Company and the Union will meet to discuss the grievance.

7.05 Any grievance arising directly between the Company and the Union shall be presented in writing within thirty (30) working days from the date of **its occurrence**. **Within five (5)** working days, or sooner if either party requests, following the presentation of said grievance, officials of the Company and the Union will meet to discuss the grievance.

7.06 All decisions arrived at between the representatives of the Union and the Company shall be in writing and shall be final and binding upon the Company, the Union and the employee or employees concerned.

7.07 New employees will be considered as probationary employees for the first thirty (30) working days of their employment and the discharge of any such employee shall be at the sole discretion of the Company. In the event a Part-Time employee is hired to a Full-Time position of the same requirements and department as those of his normal Part-Time assignment, the probationary period shall be waived. <sup>2/1</sup> P

7.08 A grievance by a seniority employee that he has been unjustly discharged, suspended or laid off, shall be taken up under Step 2 of the grievance procedure provided a written grievance is lodged with the Company within five (5) working days after the discharge, suspension or lay-off is effected.

If a seniority employee is suspended or discharged, the Company shall confirm the reason by registered mail, on the working day immediately following the date of the action.

7.09 Any action or decision in respect of any employee shall not be based on any item in his personnel record which has been on file for more than one (1) year. <sup>9</sup> /

7.10 When either party requests that a dispute be submitted to Arbitration, it shall notify the other party in writing, which notice shall specify the provision or provisions of this Agreement that are alleged to have been violated. The parties shall then attempt to select, by agreement, a Sole Arbitrator.

If the parties are unable to agree within a reasonable period of time, either party may request the Minister of Labour for the Province of Ontario to appoint a Sole Arbitrator.

7.11 No matter may be submitted to Arbitration which has not been properly carried through the prescribed steps of the Grievance Procedure.

7.12 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement. The Arbitrator, however, shall be empowered to reduce any penalty applied by the Company which, in his or her opinion, would render a just and equitable disposition of the case.

7.13 The Arbitration proceedings will be expedited by the parties hereto and the decision of the Arbitrator, acting within his or her authority, will be final and binding upon the parties hereto and the employees concerned and will not be subject to appeal.

7.14 The parties will share equally the expenses of the Sole Arbitrator.

#### **ARTICLE 8.00 — STRIKES AND LOCKOUTS**

8.01 The Union agrees that there shall be no strikes and the Company agrees that there will be no lockouts during the term of this Agreement.

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8.02 It shall not be a violation of this Agreement, however, for the employees covered hereunder to refuse to cross a picket line established in support of a lawful strike.

8.03 It shall not be a violation of this Agreement for an employee to refuse to receive goods of any employer who is engaged in a lawful strike, except for goods the Company is committed to receive providing such goods were bought before the strike, and are in transit to the Company. The Com-



pany agrees that it shall not overstock any goods in order to avoid this clause.

**ARTICLE 9.00 -- CLASSIFICATIONS, RATES OF  
PAY & SPECIAL ALLOWANCES**

9.01 Subject to Sub-Clause 9.01(b) and Clause 9.02 hereof,

(a) an employee shall be classified in one of the classifications set out hereunder and shall be paid the "hourly rate" shown for his classification.

S.A.A.

HOURLY RATES BY CLASSIFICATION  
(DOLLARS PER HOUR)

Classification	Effective 14 March 1993			
	Start	After 1 Yr	After 2 Yrs	After 3 Yrs
Garage Mechanic	17.95	19.01	20.06	21.12
Maintenance Mechanic	17.95	19.01	20.06	21.12
Hi-Lift Riding Truck				
Operator Frozen Food	17.82	18.87	19.92	20.97
Frozen Food Receiver	17.82	18.87	19.92	20.97
Frozen Food Selector	17.74	18.78	19.83	20.87
Shunter	17.70	18.74	19.78	20.82
Driver	17.61	18.65	19.68	20.72
Garage Maintenance Man	17.61	18.65	19.68	20.72
Maintenance Man	17.61	18.65	19.68	20.72
Receiver	17.57	18.60	19.64	20.67
Hi-Lift Riding Truck				
Operator	17.57	18.60	19.64	20.67
Receiver-Fork Operator	17.57	18.60	19.64	20.67
Fork Operator —				
Warehouseman	17.57	18.60	19.64	20.67
Checker	17.57	18.60	19.64	20.67
Fork Operator — Dairy	17.57	18.60	19.64	20.67
Repack Room Stacker	17.53	18.56	19.59	20.62
Order Selector	17.48	18.51	19.54	20.57
Selector — O.P.	17.48	18.51	19.54	20.57
Warehouseman — O.P.	17.48	18.51	19.54	20.57
Selector-Dairy	17.48	18.51	19.54	20.57
Garage Utility	17.36	18.38	19.40	20.42
Utility Maintenance Man	17.36	18.38	19.40	20.42
General Utility —				
Warehouseman	17.36	18.38	19.40	20.42
Assembler — Packager	17.19	18.20	19.21	20.22
Packager	16.89	17.88	18.88	19.87

9.01 (b) (i) Notwithstanding language to the contrary elsewhere in the Collective Agreement and effective with ratification, the Company will provide ACTIVITY-BASED COMPENSATION (ABC) pay on the following basis.

(ii) All runs with destinations outside the current delivery area shall be designated as "ABC Pay" runs and will be paid for under the "ABC Pay" scale. Additionally, the Company confirms that regular rates of pay shall apply to a Driver when delivering a load with deliveries destined in both the current delivery area and "ABC Pay" area, as follows:

- 1) To the point he entered the "ABC Pay" area where he shall be compensated under "ABC Pay".
- 2) He shall return to his regular hourly rate of pay when re-entering the current delivery area.
- 3) Hours of work compensated under "ABC Pay" shall not be included in determining overtime premium pay.

(c) (i) In order to be eligible for "ABC Pay" runs a Driver must sign a bid sheet which will be posted in the dispatch office once every "calendar" month. Such bid sheets will be posted for at least five (5) working days. Drivers absent during such bid posting will be eligible to submit his name upon his return to work.

(ii) All Drivers on the posted list will be assigned by seniority on a rotation basis such "ABC Pay" runs.

(d) A warehouse employee as provided in Sub-Section 13.09 (a) shall be compensated when assigned as a Driver Replacement at the appropriate Driver's rate unless such Driver bids for an "ABC Pay" run for which he will receive "ABC Pay" rates.

(e) A Driver working under the "ABC Pay" method on a Holiday as provided in Appendix "D" hereof shall be paid

his "ABC Pay" rates for the work performed plus the applicable hourly rate for the elapsed hours the Driver is at work on the day in question.

(f) A Full-Time Driver who bids on such posted "ABC Pay" runs will be paid at the rates listed below. Drivers shall be placed into the progression scale in accordance with their seniority with the Company and in accordance with Article 9.02.

**"ABC Pay" Rates of Pay**

	Start	Year 1	Year 2	Year 3
▶ 1st Hook-up	\$18.85	\$19.85	\$20.90	\$23.00
▶ Subsequent Hook-ups	9.43	9.93	10.45	11.00
▶ Pay per Kilometer	.21	.225	.238	.25
▶ Pay per pallet delivered to store	.81	.86	.90	1.00
▶ Pay per cube delivered by hand	.04	.05	.06	.08
▶ Pay per store delivered	4.30	4.50	4.75	6.00
▶ Pay per hour for delays	15.20	15.95	16.83	17.72

**Definitions:**

**Hook-up** -meaning all required inspections and normal pre-trip and post-trip activity as well as hook-up. At no time will an "ABC Pay" Driver's Hook-up allowance apply to shunting activity. If an "ABC" Driver is assigned to shunting, he will be paid the appropriate rate of pay for such activity.

**Pallet**-meaning such pay will apply to each load, or each portion of a load, delivered by pallet (a frozen food box will be considered to be a pallet as long as it is recorded on the delivery tally sheet) this pay factor does not apply to any pallets being returned by the store. In order to be com-

pensated for, by the pallet, each pallet delivered must be properly recorded on the delivery tally sheet and properly signed for by a store receiver.

On overcubed loads the Driver will be paid his "per pallet rate" plus the appropriate "pay per cube" for all cubes that exceed the normal cubic capacity of the vehicle. A list of vehicles and their cubic capacity will be posted on the bulletin board.

In order to calculate the "cube" pay on over-cube loads or loads that require excessive skimming, i.e., Briscoes, the dispatcher will calculate the average cube per unit for the store by dividing the total cubes for that store by the total number of units for the store.

"Cube" compensation rates will apply to all deliveries made by hand, anything other than by pallet. Such cube payment will be based on the cubic dimensions used by the Dispatch Office to book the load. All handwritten bills will be included in such calculation, i.e. Whiz Bills, Balance of orders, etc.

Pay per store shall apply to each store identified on the Driver's trip report for the day.

"Delay" pay will only apply to conditions beyond the Driver's control. Such delay time must be agreed to by the Dispatcher on duty on the day on which the delay took place; delays beyond thirty (30) minutes must be reported at the time they take place even if such report must be made by telephone to the Dispatcher on duty. Accumulation of delay times less than forty-five (45) minutes in a day will not be considered as delays for purposes of pay. Accumulation of reported delay times that exceed forty-five (45) minutes in a day will be paid in total, at the appropriate pay per hour for delays.

(g) An "ABC Pay" pay sheet will be calculated, for each

“ABC Pay” Driver, daily and submitted to payroll weekly. One copy of such pay record will be retained in the Dispatch Office for purposes of reference, all pay discrepancies must be discussed and agreed to by the Dispatcher on duty.

(h) All backhauls (\*) from “ABC Pay” runs will be paid for on a fixed rate of \$40.00 per backhaul. Part-Time Drivers will be paid as per Article B.3.

(\*) Backhauls -meaning pick-ups made from a location after completing all deliveries on the run.

(i) “Delay” time at backhaul locations will apply if the total time at the backhaul location exceeds two hours. Such pay is contingent on the driver calling in to report such delay.

(j) (i) In the event sufficient Full-Time Drivers do not exercise the bid as provided, the Company may schedule a Part-Time Driver to perform the necessary work. Such Part-Time hours shall not be included in the Part-Time allowances as set out in Article “A” 2 (A). Such Part-Time Driver will be paid in accordance with Appendix B.3.

The Company will assign “stand-by” ABC Drivers before Article 9.01 (j) (i) is applied provided such Drivers are available and can be assigned the “ABC Pay” run without causing disruption to other deliveries that are scheduled. Shunters will not normally be assigned “ABC Pay” runs and will only be used after all other means have been exhausted but before Part-Time.

(ii) In the event the Company is unable to perform the work in question under the provisions of 9.01 (j) (i) hereof, the Company shall, at its sole discretion, complete the work by whatever means it deems appropriate.

(iii) The Company will reimburse the Driver for acceptable out of pocket expenses not later than the end of the following shift upon submission to the Company.

### 9.02 Starting Rate

A newly hired employee may be paid a rate which is eighty-five percent (85%) of the top hourly rate shown for his classification.

After one year worked, he may be paid a rate which is ninety percent (90%) of the top hourly rate shown for his classification.

After two years worked, he may be paid a rate which is ninety-five percent (95%) of the top hourly rate shown for his classification.

After three years worked, he shall be paid the top rate shown for his classification. *44/180075*

9.03 Any employee who is assigned regularly to an "afternoon" shift, shall receive a "shift premium" of seventy-five (75) cents per hour for all hours worked on each such shift. An employee who is assigned regularly to a "night shift", shall receive a "shift premium" of eighty (80) cents per hour for all hours worked on each such shift (Ref: Clause 17.03). *45/100080*

### 9.04 Definition

Where the term "gross rate" is used in this Agreement, it shall mean a rate equal to the "hourly rate" plus the applicable "shift premium", in the case of an employee who qualifies for "shift premium" as set out in Clause 9.03 hereof, and it shall mean a rate equal to the "hourly rate" in the case of any other employee.

9.05 When new types of equipment are introduced, or technological changes made, appropriate classifications and "hourly rates" shall be matters for negotiations between the Company and the Union. If the parties fail to agree on such classifications and "hourly rates", the matters may be referred to Arbitration by either party. Pending the Arbitration decision, such new classifications and rates *14/2*

shall not be implemented. In no case will an employee's "hourly rate" be reduced by reason solely of the application of this Clause regardless of what classification he may have. If the new classification carries a lower rate his current rate at the time of change will remain as his personal rate and he will receive it until he accepts another position, at which time the' personal rate will permanently be discontinued.

9.06 (a) Except as is otherwise specifically provided in Sub-Clause 9.06 (c) hereof, any Driver who works in excess of his standard daily hours, shall be paid a meal allowance of eighty-five (85) cents for each excess hour and any other employee who works two (2) hours or more outside of his scheduled shift shall be paid a meal allowance of three dollars and seventy-five cents (\$3.75).

(b) Except as is otherwise specifically provided in Sub-Clause 9.06 (c) hereof, any Driver who is required to commence work prior to 6.00 a.m. on any of his regularly scheduled work days, shall for each such day, be paid the sum of three dollars (\$3.00).

(c) A Driver required on any assigned trip to sleep away from his home terminal, shall wherever practical, be fully provided with a sleeping accommodation by the Company. Where it is necessary for such Driver to find and pay for his own accommodation, he shall be reimbursed for such accommodation to an extent not normally exceeding forty-five dollars (\$45.00).

Seven and one-half (7 1/2) hours after having left his home terminal, such Driver shall be entitled to reimbursement of cost for each of all daily meals taken at normal times during any continuation of such assigned trip and until he returns to his home terminal, according to the following schedule:



Breakfast -- Four dollars (\$4.00),  
Lunch -Five dollars (\$5.00),  
**Dinner — Six** dollars (\$6.00), and

such Driver shall not qualify for any payment under Sub-Clauses 9.06 (a) and 9.06 (b) hereof during any such assigned trip.

To be reimbursed, such Driver shall be required to present receipted bills for any accommodation and meals he may have been required to pay for himself.

9.07 Effective 13 March 1993 the Company shall pay a tool allowance of one hundred and twenty-five dollars (\$125.00) to a Maintenance Man or Garage Maintenance Man and two hundred dollars (\$200.00) to a Maintenance Mechanic or Garage Mechanic on the anniversary of his date of hire following each year of continuous service.

9.08 (a) (i) Except for "Driver" training as specifically provided for in Sub-Clause 9.08 (c) hereof, when the Company decides to train employees, it shall announce the schedule and the nature of such training. From within the department, shift and work week where the job for which training is required exists, the Company shall attempt to obtain the number of candidates required in order of most seniority. If training takes place during non-working hours, a trainee shall be paid a flat sum of fifty dollars (\$50.00) upon having attended all the required training sessions.

(ii) The Company will conduct and post once (1) per calendar year a "Hi-Lift Riding Truck Operator" training program for other than warehouse employees of not less than three (3) nor more than five (5) employees to be selected by seniority and in accordance with the remuneration of Sub-Section 9.08 (a). *2-5-93*

(b) An employee in a training program to qualify as a "Hi-Lift Riding Truck Operator" will not, while in train-

ing, be engaged in work which results in displacing a regular Hi-Lift Riding Truck Operator.

9.08 (c) An employee who is not in the Fleet Department, who does not hold and has not at any time formerly held a Class "A" driver's license, and who could otherwise reasonably be expected to drive for the Company for at Least ten (10) years prior to normal retirement age, may apply to the Company and, upon written confirmation from the Company, shall be entitled to be enrolled only once during the course of his employment, to be trained at any training institution recognized by the Ministry of Transport of Ontario in order to obtain a Class "A" driver's licence.

The Company will post for such training once per Collective Agreement year. Applicants will be selected by seniority, in accordance with this Sub-Clause 9.08 (c).

The foregoing conditions having been met, the Company:

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- (i) shall pay, in accordance with Sub-Clause 9.08 (c) (ii) hereof, for training of not Less than three (3) employees with three (3) years' seniority or more each year for the term of the Collective Agreement. Such employees must have been accident-free for the previous two (2) years, must have a driving abstract which is acceptable to the Company, and must not previously have been demoted from a Driver's position.
  - (ii) shall pay to an employee upon his having obtained a Class "A" driver's license and upon proof of his payment of tuition fees to the said "College", an amount equal to such tuition fees or fifteen hundred dollars (\$1,500.00), whichever is the lesser amount. Effective 8 March 1992 an amount equal to seventeen hundred dollars (\$1,700.00) whichever is the lesser amount.

An employee shall receive training only at times during which he is not scheduled to work for the Company and,

should he obtain a Class "A" driver's license pursuant to this Sub-Clause 9.08 (c), he shall provide the Company with his agreement in writing, ~~that~~:

- (iii) if thereafter and prior to his transfer to the classification "Driver" or "Shunter", he does not apply for all such vacancies pursuant to Article 13.00 of this Agreement or,
- (iv) if thereafter his employment terminates by reason other than lay-off or retirement, prior to his transfer to the classification "Driver" or "Shunter".

all tuition fees paid on his behalf by the Company shall immediately become due and payable by him, to the Company.

(cl) Where any employee on his own and by the standards of a recognized trade's training institution, qualifies himself as a Fork Lift Driver and presents a certificate to that effect, that employee at the time of any job posting for that skill pursuant to Article 13.00 hereof and upon his first attempt following the presentation of the aforesaid certificate, passes the prescribed Company test, shall be an eligible candidate for that job posting

9.09 The Company will pay annually, a safety shoe allowance of forty-five dollars (\$45.00) to an employee upon request, except that Drivers, employees of Ontario Produce, employees required to work in the Frozen Food Locker, and Garage and Maintenance employees who are required to work outside, may select waterproof or insulated safety boots instead and, upon such selection in any year, will be paid sixty dollars (\$60.00) in that year, upon request. Queensway Perishables employees who purchase "Tacconi" shoes shall be entitled to the sixty dollar (\$60.00) allowance.

Footwear allowances shall be paid on or about each an-

niversary of the seniority date of any employee and the amount paid shall specifically and separately be set out on the pay slip. The first such allowance shall be paid upon request on or about the date the employee attains seniority.

9.10 Employees shall receive a Christmas Bonus when such bonus is paid to other employees of the Company, calculated on the same basis.

#### ARTICLE 10.00 — HOLIDAYS

10.01 (a) Subject to Clauses 10.04 and 10.06 hereof, Holidays shall be the specific dates as set out in Appendix "D", and for each Holiday the Company shall pay to each employee an amount equal to one (1) day's pay at the gross rate.

(b) In order to be eligible for Holiday pay, an employee must have worked some time in the thirty (30) calendar days prior to or in the thirty (30) calendar days subsequent to the Holiday, except as set forth in Clause 10.02.

10.02 Notwithstanding the provisions of Clause 10.01, Holiday pay will not be payable in the following circumstances except as may be required under the Employment Standards Act: \_

(a) To a seniority employee who is on a leave of absence as provided for in this Agreement, which began prior to the five (5) working days preceding the Holiday or which ended following the five (5) working days subsequent to the Holiday;

(b) to any probationary employee.

10.03 (a) If a paid Holiday falls during an employee's vacation period, he shall be entitled to another day off with pay and which shall be granted as operationally feasible within thirty (30) calendar days of his return to work fol-

lowing his vacation. Such other day shall not be granted on any Monday during the months of July and August.

(b) (i) If a Holiday falls during any period of absence and during which period an employee is receiving Short Term Disability benefits or Workmen's Compensation benefits, that employee if he is entitled to pay for such Holiday pursuant to Sub-Clause 10.01 (b) hereof, shall in addition to any benefits paid for such Holiday, be entitled to another day off with pay pursuant to Sub-Clause 10.01 (a) hereof, within thirty (30) working days.

10.03 (b) (ii) For purposes of this Sub-Clause 10.03 (b) only, paid sick days pursuant to Paragraph (a) of Sub-Clause 15.01 (4) hereof, if immediately preceding and therefore continuous with any period of Short Term Disability pursuant to Paragraph (b) of Sub-Clause 15.01 (4) hereof, shall be deemed to be an extension of that period of Short Term Disability.

(c) If a paid Holiday falls on the regularly scheduled "day-off" of any employee, that employee shall be entitled to another day off with pay as mutually arranged.

10.04 The dates of Holidays in the case of employees of the Ontario Produce Company, shall coincide with the dates observed by the "Food Terminal" and for this purpose only, Drivers who normally provide service to the Ontario Produce Company, shall be deemed to be employees of the Ontario Produce Company.

10.05 On one (1) week's advance notice to the Company, an employee shall be entitled to a "day-off" with pay for his Birthday in the week (Sunday to Saturday inclusive) during which his Birthday falls, and may be taken on other than the actual anniversary of his date of birth where operationally it can be accommodated. <sup>نفسه</sup> <sub>1/2/90</sub> +1

10.06 Upon the request of night shift employees only and on two (2) months' advance notice, the Company may

change any Holiday date from that specifically shown in Clause 10.01 hereof, where additional cost is not incurred and subject always to operational requirements.

10.07 Subject to Clause 10.04 hereof, the specific date for "Canada Day" (on or about 1 July), shall be the date on which the Company's stores are closed by reason of this statutory Holiday.

10.08 The Sunday to Thursday day shift and the Sunday to Thursday afternoon shift at both the Malton Grocery Warehouse and the Queensway Perishables Warehouse will be entitled to take the Sunday off if a paid Holiday falls on a Monday, and will be entitled to take the day of the paid Holiday off if it falls on any other day.

In such event an employee shall not be paid less than had he worked.

#### ARTICLE 11.00 — VACATIONS

11.01 The Company will grant all employees to whom this Agreement is applicable, a vacation period. Choice of vacation periods will be based on Departmental seniority, provided it does not conflict with the Company's need to maintain an efficient work force, (refer to Sub-Clause 10.03 (a)).

11.02 The basis for payment of vacation pay and length of vacation will be as follows:

Length of Service at  
January 1  
Less than one (1) year

Vacation Entitlement  
One (1) day's vacation with  
pay for each full calendar  
month of employment up to  
a maximum of nine (9) days  
with vacation pay of four  
percent (4%) or earnings in  
the previous calendar year.

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One (1) year but less  
than five (5) years

Two (2) weeks

Five (5) years but less  
than nine (9) years

Three (3) weeks 0.5 - 0.5

Nine (9) years but less  
than fifteen (15) years

Four (4) weeks 0.9 - 0.4

Fifteen (15) years but less  
than twenty-two (22) years

Five (5) weeks 1.5 - 0.5

Twenty-two (22) years or  
more

Six (6) weeks 2.0 - 0.6

11.03 Vacation pay shall be two percent (2%) of the em-  
ployee's earnings during the previous calendar year for  
each week of any vacation entitlement of two (2) weeks or  
more.

An additional vacation allowance will be paid as follows:

Vacation Entitlement	Additional Vacation Allowance, ..
Two (2) weeks	20 hours' pay at gross rate
Three (3) weeks	30 hours' pay at gross rate
Four (4) weeks	40 hours' pay at gross rate
Five (5) weeks	50 hours' pay at gross rate
Six (6) weeks	60 hours' pay at gross rate

An additional vacation allowance shall not be paid:

- in any year in whole or in part to any employee who was not in continuous employment of the Company during the period 17 December to 31 December inclusive of the year immediately preceding nor,
- in whole or in part to any employee in respect of any year during which his employment is terminated, unless the termination is by reason of his death in which case, the allowance shall be payable pro rata for the portion of that year immediately prior to the death.

11.04 Employees hired prior to June 1, 1969, who are terminated for any reason shall receive full vacation credits from December 31 of the previous year less vacation credits received for the period January 1, 1969 to May 31, 1969.

11.05 Employees hired between June 1, 1969 and March 1, 1970 who subsequent to May 31, 1970, are terminated for any reason, shall receive full vacation credits from December 31 of the previous year less vacation credits received for the period January 1, 1970 to May 31, 1970.

11.06 Vacations due in any year must be taken during the calendar year and employees based upon seniority, shall be entitled to take up to four (4) weeks' vacation consecutively during the period May 1 to September 15 and subject to Sub-Clause 11.08 (a) hereof, shall be entitled to take up to five (5) weeks' vacation consecutively at any other time during the year, but shall not be entitled to take six (6) weeks' vacation consecutively at any time except as specifically provided for in Sub-Clause 11.08(b) hereof.

11.07 Any employee who was prevented from taking his vacation during the calendar year due to illness or accident and who will not return to work by the end of the calendar year, shall upon his giving the Company thirty (30) days' notice if possible, receive his vacation pay not later than 31 December.



11.08 (a) Except at the sole discretion of the Company, not more than ten percent (10%) of the employees in any Department in any year, shall be entitled to take vacations during the Christmas Holiday period. Entitlements shall arise each year in order of most seniority on a rotation basis such, that any employee having taken part or all of his vacation during the said period in any year, shall not again be so entitled until each of all other employees within his Department, has thereafter been given an opportunity to exercise his entitlement.

(b) Subject to Sub-Clause 11.08 (a) hereof, ten percent (10%) of the employees in any Department who in any year are entitled to five (5) or six (6) weeks' vacation, shall be entitled to take such weeks of vacation consecutively during that year. Entitlements shall arise each year in order of most seniority on a rotation basis such, that any employee having exercised his entitlement in any year, shall not again be so entitled until each of all other employees within his Department and who are entitled to five (5) or six (6) weeks' vacation, has thereafter been given an opportunity to exercise his entitlement.

(c) For the Maintenance Department only at least one (1) employee shall be entitled under Sub-Clauses 11.08 (a) and (b), notwithstanding the five percent (5%) limitation, provided that the employee confirm with the Company prior to May 1st of the pertinent year, his intention to exercise entitlement.

11.09 An employee leaving on vacation will receive his vacation pay together with his regular pay on the last regular day before his vacation commences.

11.10 An employee who draws benefits for Workmen's Compensation, Short or Long Term Disability Insurance will, for the purpose of calculating vacation pay, be considered as having worked a standard work week at gross

rate for each week of such benefit period to a maximum of thirteen (13) weeks in a calendar year, providing he has worked in that calendar year.

11.11 Earnings for the purposes of this Article shall be those shown on the T4 Income Tax form plus the dollar equivalent of any portion of the credit entitlement set out in Clause 11.10 hereof, where such amount has not otherwise been credited to the employee in the form of insurance benefit payments.

#### ARTICLE 12.00 — SENIORITY

12.01 Seniority shall be as defined in Clause 12.02 hereof and shall be recognized on a Bargaining Unit Wide basis, except as herein otherwise specifically stated.

12.02 Upon completion of thirty (30) worked days of his employment an employee shall have his name placed on a seniority list and he shall have seniority dating from the date of commencement of his most recent period of employment in the Bargaining Unit and since which date, there has not been loss of all seniority pursuant to Clause 12.15 hereof.

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12.03 (a) In the event of lay-off, seniority will determine the employees to be retained. Employees being displaced due to a layoff or job elimination will exercise their seniority by bumping-in order of seniority and the Company will lay-off employees in the following order:

- (1) Part-Time employees
- (2) Probationary employees
- (3) Full-Time employees with seniority

Only an employee bumped from his shift or classification shall be eligible to exercise his seniority in accordance with the above.

(b) An employee reduced by layoff will be offered the opportunity to work available Part-Time hours as specified in Appendix 'A' hereof. Commencing eight (8) weeks from the start of such a layoff and each subsequent eight (8) week period thereafter, the Company will blend total Part-Time hours as outlined in Appendix 'A' for Queensway Perishables and Malton Grocery combined. Such hours will be provided to designated stewards. If the use of such hours exceeds the total eight (8) week blended allotment by fifty (50) hours, the Company will post one (1) Full-Time position. Further increments of fifty (50) hours will result in the Company posting an additional position for each fifty (50) hour increment.

(c) The Company shall give seniority employees at least one (1) week's notice of lay-off or pay in lieu thereof and if the period of lay-off is expected to exceed thirteen (13) consecutive weeks, the Company shall give two (2) weeks' notice of lay-off or pay in lieu thereof for seniority employees with less than three years and four (4) weeks' notice of lay-off or pay in lieu thereof for employees with three years of service or more, or shall give notice under the Employment Standards Act, whichever is the greater. Such notice shall not apply in any case where any employee is displaced upon the return to work of another employee whom he was replacing.

12.04 FULL-TIME EMPLOYEES WHO ARE LAID-OFF SHALL BE GIVEN THE FOLLOWING OPTIONS: <sup>30</sup>

OPTION 1

(a) An employee will be offered a severance package as provided herein, for an employee of five years' seniority or less, two weeks' pay at his straight time hourly rate per year of service. For employees with ~~greater than five years'~~ <sup>32</sup> seniority, a severance allowance of three (3) weeks' pay at his straight time hourly rate per year of service to a maximum of fifty-two (52) weeks inclusive of 12.03(b), or sev- <sup>30</sup>

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erance pay under the Employment Standards Act of the Province of Ontario, whichever is greater. In order to be eligible for such cash payment the laid-off employee must sign a waiver forfeiting his right to recall or any other provisions under this Collective Agreement. Additionally he shall be provided Major Medical and Dental Benefits for a period of four (4) calendar months following date of lay-off.

OR

**OPTION 2**

(b) (i) An employee who is laid off may collect U.I.C. Benefits and retain recall rights and the following shall apply;

(ii) A laid-off employee shall be provided the following benefits coverage for a period of four (4) months following the date of the lay off:

- \* Group Life and Accidental Death and Dismemberment Insurance
- \* Prescription Drugs
- \* Major Medical
- \* Vision Care
- \* Dental

(iii) Following the expiry of the above, a laid-off employee who works a minimum of 75 hours in a month shall qualify for the following benefits in the subsequent month:

- \* \$30,000 Life Insurance
- \* Prescription Drugs
- \* Major Medical
- \* Vision Care
- \* Dental

(iv) A laid-off employee shall be paid the appropriate rate of pay for the classification in which they are working

- laid-off employees will then not be entitled to any increase
- be paid at one and one-half (1 1/2) times his “hourly rate” for all hours worked in excess of seven and one-half (7 1/2) in a day or thirty-seven and one-half (37 1/2) in a week.
- be paid at one and one-half (1-1/2) times his “hourly rate” when performing available work on a Sunday.
- a laid-off employee working a ten (10) hour shift as part of the four (4) day work week shall be paid at one and one-half (1-1/2) times his “hourly rate” for all hours worked in excess of ten (10) in a day. Such employee will also be granted an additional fifteen (15) minute rest period.
- be granted two (2) fifteen minute rest periods without loss of pay, one (1) in the first half and one (1) in the second half of the shift.

(v) A laid-off employee shall qualify for Holiday pay in accordance with Article 10.00 providing he has worked a minimum of 37.5 hours within the 30 days prior to or following the Holiday.

(vi) Shall receive vacation pay on the following basis:

Less than 1 year	pay 2%
1 year but less than 5 years	pay 4%
5 years but less than 9 years	pay 6%
9 years but less than 15 years	pay 8%
15 years but less than 22 years	pay 10%
22 years or more	pay 12%

as calculated on the previous year's T-4 earnings.

12.05 Employees who have not forfeited their seniority rights as hereunder provided shall be recalled in order of seniority, ability being sufficient.

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12.06 If an employee is transferred from one Department to another, there shall be no loss of seniority.

12.07 A Master and a Departmental seniority list shall be placed on the bulletin boards and will be revised by the Company every three (3) months. Copies of these lists shall be forwarded to the Union.

12.08 A laid-off employee shall be assigned available work in the following manner

- - Once every four (4) weeks laid off employees will be offered the opportunity to select a facility in which they will work available hours.
- - Laid off employees will be offered work opportunities by seniority and will be scheduled accordingly before a Part-Time employee in the facility of their choice: Queensway Perishables, Malton Grocery, Ontario Produce.
- Each day the Company will notify employees in order of seniority who are on lay-off, by telephone between the hours of 7:00 a.m. and 10:00 a.m. of the availability of work. If such laid-off employees cannot be personally contacted then the work may be offered to Part-Time employees provided the Steward, or in his absence a member of the Bargaining Unit is present at the time the telephone call is made.
- In the event that work load requirements change subsequent to 10:00 a.m. in any given day, the Company will call any laid-off employee who had not previously been called that day. Such call will be made in the presence of a Steward, or in his absence a member of the Bargaining Unit prior to offering the work to a Part-Time employee.
- Will be given preference to available hours of work before Part-Time employees.

- Be requested to work overtime only after all permanent Full-Time Bargaining Unit employees within the Shift and Classification have been offered the overtime opportunity first and before such overtime is offered to Part-Time employees, qualifications being sufficient.
- Such employee would have preference over a Part-Time employee for purposes of additions to staff. In the event of recall to a permanent Full-Time position such employee shall have recall rights pursuant to 12.05 and 12.15 and shall continue to accrue seniority.
- In the event a laid-off employee works full-time hours for a continuous period of twelve (12) weeks, the Company shall deem that a Full-Time position exists and shall initiate a recall in accordance with Clause 12.05. Such change in status shall not be retroactive to the successful candidate for said job.
- A laid-off employee as defined herein who is returned to Full-Time employment shall be entitled to the Benefit coverage under Article 15.00 except that the sick bank as set out in Article 15.01 shall be pro-rated and calculated on the basis of 3/4 days per month of the Full-Time basic work week.

12.09 A laid-off employee will complete a recall information data sheet for the Company at the time of notice of lay-off or in the event that any of the information submitted changes.

12.10 It is understood that an employee who has been laid off or displaced, having previously during his career performed work in a classification other than his current classification, such employee will be allowed sufficient time to be "re-qualified" to perform such work if such opportunity is made necessary as a result of the employee exercising his seniority rights under this Clause.

12.11 In the event a sufficient number of qualified laid-off employees do not elect to work available hours to meet the Company's staffing requirements "Part-Time Employees" as provided under Appendix "A" may be used, failing which the Company may have the work completed by whatever means it deems appropriate.

12.12 When an employee is transferred or promoted to a position outside the Bargaining Unit he will retain his seniority and continue to accumulate seniority for a period not to exceed 180 calendar days from the date of such transfer or promotion. After such 180 calendar day period the employee shall not have any seniority under this Agreement.

Should the employee return to the Bargaining Unit within a period of 180 calendar days, and there is then no vacancy which by reason of his seniority and ability he is entitled to fill, he may displace the employee with the least seniority, provided he has the ability to do the work of the junior employee. In the event of such displacement, the senior employee will be reclassified into the job classification of the junior employee and be paid the rate of such job. Any employee returned to the Bargaining Unit following a transfer pursuant to this Sub-Section 12.12 shall qualify for benefits under this Agreement, based on his total continuous service with the Company.

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12.13 Notwithstanding their seniority status, Stewards will be continued at work as long as work is available which they are qualified and able to do. Where there is more than one Steward, the Steward's Company seniority will determine his preferential position for lay-off.

12.14 It shall be the duty of the employee to notify the Human Resources Department of the Company promptly of any changes of address. If the employee fails to do so, the Company shall not be held responsible for failure of notice to reach such employee.



12.15 Seniority rights and employment shall cease for any of the following reasons:

- (1) If an employee quits or retires;
- (2) If an employee is discharged and the discharge is not reversed through the grievance procedure;
- (3) If an employee is absent from work for three (3) consecutive days without notifying the Company unless he has a bona fide reason;
- (4) If an authorized leave of absence is extended by the employee more than three (3) days beyond its agreed termination date and the employee has not communicated with the Manager of his Department and made arrangements with him for an extension of leave, unless he has a bona fide reason;
- (5) If an employee accepts a severance package under Article 12.04 (a);
- (6) Failure of an employee to report for work within one (1) week when recalled by the Company after a lay-off unless he has a bona fide reason; notice to return to work shall be in writing and shall be deemed to be sufficient if sent by registered mail or telegram to the employee's last known address on file with the Company. When work of a temporary nature of a continuous four (4) weeks or longer becomes available while seniority employees are on lay-off and they are recalled, they shall have the right to refuse or accept such temporary work without affecting their seniority status under this Agreement;
- (7) If a seniority employee with more than twelve (12) months' seniority is laid-off, without recall, for eighteen (18) months; in the event the employee with less than twelve (12) months' seniority is laid off without recall for twelve (12) months;

\* a month shall commence with the date last worked.

12.16 In the event an employee is displaced from employment as a result of a closure he shall be entitled to receive:

- i) 60 days' notice or pay in lieu thereof
- ii) 3 weeks' pay at his straight-time hourly rate per year of service to a maximum of 52 weeks' pay inclusive of 12.16 (i)
- iii) be provided the following benefits for a maximum period of six (6) months or until his seniority ceases whichever comes first
  - 1) Group Life and Accidental Death and Dismemberment Insurance
  - 2) the Company's Extended Medical Plan as described in Article 15.01 (4) of this Agreement
  - 3) The Company's Dental Plan as described in Article 15.01 (6).

12.17 A laid-off seniority employee who works a minimum of seventy-five (75) hours in a month shall be deemed to have been recalled solely for the purpose of retaining his seniority as provided in 12.15 (7) herein.

#### ARTICLE 13.00 -JOB POSTINGS, PROMOTIONS, TRANSFERS

13.01 The following departments shall be recognized:

- 1) Ontario Produce
- 2) Queensway Perishables
- 3) Queensway Garage
- 4) Queensway Maintenance
- 5) Malton Garage
- 6) Malton Grocery

- 7) Malton Maintenance
- 8) Fleet (Queensway and Malton)

When a permanent Full-Time vacancy occurs, the following procedure shall apply:

1. The vacancy shall be posted by bulletin for three (3) working days and will be filled not later than twenty-four (24) working days thereafter. The bulletin shall set out the classification of the vacancy and the Department wherein the vacancy has occurred.
2. A copy of the posting shall be forwarded to any person who is absent from work for such three (3) days.
3. Applications for job vacancies shall be made in writing by interested employees within the three (3) working day period; however, absent employees will have up to an additional nine (9) days.

Applications for job vacancies, once submitted, can only be withdrawn through a written application to that effect and at no time shall such withdrawal of application be considered once the applicant has been announced by posting as the successful candidate.

An employee hired directly to Ontario Produce or to the Queensway Perishables Department, shall, for a period of twelve (12) months following his hire, be eligible to apply only for posted positions, in the Maintenance and Transportation Departments as set out in Article 13.01 and positions within the Department to which he was hired.

4. An employee making application must be available to fill the vacancy within thirty (30) working days after his application is made.
5. A list of applicants shall be given to the Steward at the close of bidding.

6. Vacancies resulting from the filling of the first vacancy that is left on days will be posted; other vacancies will not be posted but will automatically be filled by the Company transferring the senior employee on a departmental basis who has the ability to perform the work, provided that the senior employee is agreeable to such transfer. Where following the full application of the foregoing in this Sub-Clause 13.01 (6), day shift vacancies remain, maintenance vacancies remain, or vacancies remain for which the Company requires a Class "A" Driver's license, such jobs shall be posted bargaining unit wide until there are no qualified Full-Time employees applying. Thereafter, any other residual vacancy shall be filled by direct hire.
7. When the Company fills a vacancy resulting from the first posting the Steward will be given the name of the transferred employee.
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/A 8. In filling a job opening, ability being sufficient, seniority shall be the governing factor.
9. An employee who feels that he has not been given due consideration when job vacancies are filled has the right to file a grievance and have his case decided through the grievance and Arbitration procedures.
10. At any time during the twenty (20) working days immediately following his transfer to any job he obtains by bidding, an employee due to his inability to perform the work required, may elect to return directly or may be returned directly by the Company, to the job he held immediately prior to such transfer. In the event of such return within the said period of twenty (20) working days, the job shall not again be posted but shall be filled by the most eligible of the employees then remaining on the original list of bidders for the said job. If at any time following the said period of twenty (20)

working days, he cannot be retained in the job he obtained by bidding due to his inability to perform the work required, the said job shall again be posted and ability being sufficient, he shall be placed in whatever vacancy may remain after all other employees who may become involved have been placed according to the posting procedure.

13.02 When the Company is aware of a temporary vacancy which must be filled for five (5) or more working days on a weekly basis, Bargaining Unit employees within the Department and shift where the vacancy exists will, in accordance with the provisions of Clause 13.04, be offered the opportunity to fill such vacancy. Any employees who voluntarily accepts such opportunity, shall receive the rate of the job he fills notwithstanding anything to the contrary elsewhere in this Agreement.

13.03 (a) Subject to Sub-Clause(b) hereof, an employee on any shift shall have the right to transfer by seniority within his Department for the vacation period, to any other shift he considers preferable and ability being sufficient, to any classification; providing that a sufficient number of qualified employees remain on the shift from which he transfers to enable the Company to operate efficiently.

(b) Immediately prior to the application of Sub-Clause 13.03 (a) hereof, a "stand-by" employee on any shift shall be entitled to exercise his seniority in any classification for which he is a "stand-by" where in that classification there is a day-shift vacancy due to vacation, providing that such "stand-by" employee is more senior than the employee who would otherwise be entitled to transfer to the said classification on the day shift, pursuant to Sub-Clause 13.03 (a) hereof.

(c) An employee shall be given an opportunity, prior to each of the following periods, to state his preferred shift

and/or classification change pursuant to Sub-Clauses 13.03 (a) and (b) hereof, and which preference shall be stated in writing and the schedule shall be posted.

- (i) May 1 to September 1 inclusive, and
- (ii) during the remaining calendar periods, only vacancies of two (2) weeks or more shall be filled pursuant to this Sub-Clause 13.03 (c) and then only where the employee creating the vacancy by leaving for vacation, has given notice of at least one (1) week in advance of his leaving. Otherwise, the provisions of Sub-Clause 13.04 (a) hereof shall apply.

13.04 (a) An employee temporarily transferred to another classification within any Department, will receive his own rate or the other classification rate, whichever is the higher. In the case of a transfer to a lower classification, the work will be offered to one of the higher classifications on a top down seniority basis. Failing acceptance of the offered work, it will be assigned to the least senior employee in the higher classification who is available and capable of performing the work. In the case of a transfer to a higher classification the work will be offered on a top down seniority basis. Failing acceptance of the offered work it will be assigned to the least senior employee in the lower classification who is available and capable of performing the work.

(b) In the Ontario Produce Company only, temporary transfers to assignments that are expected to be of two (2) hours' duration or less, during the five (5) hours immediately following the Market opening, Monday to Friday inclusive, will be made in reverse order of seniority excluding those employees working in the Tomato Repack area. In the event the assignment exceeds two (2) hours the transfer will be reversed and remade according to the provisions of Sub-Clause 13.04 (a) hereof.

(b) (i) In the Queensway Perishables Department temporary transfers to assignments that are expected to be of two (2) hours or less during the **last two (2) hours** of the night shift will be made to the most conveniently available employee after all orders have been distributed. Such transfer will not be used to assign Fork Operators or General Utility Warehousemen during the last two (2) hours of this shift.

A Part-Time employee who is properly trained, will be assigned to the Dairy Room and/or Freezer before a Full-Time employee during this two hour period, provided the Full-Time employee has preference.

(c) In the Queensway Perishables Department only for the purpose of conducting a transfer within Article 13.04 (a). A Produce Selector, a Dairy Selector, and a Frozen Food Selector shall be considered as one classification, unless said transfer is in keeping with Article 13.04 (b) (i).

13.05 An employee in any given classification on any given shift, who successfully bids for a position in an equal or lower classification within his Department, shall not again be eligible to bid for any position within the said shift and classification he has successfully bid into for a period of six (6) months, except for a higher position.

13.06 The assignment of "Order Selectors" to the "Dairy" section will be by seniority within the shift, and, in the Malton Groceries Department only, assignment of "Order Selectors" to the Re-Pack Room and the Small Order Warehouse will be based on seniority within the shift and where an employee is absent on any day that would otherwise be entitled to work in the Re-Pack Room, the Dairy section, or the Small Order Warehouse, he shall be extended that opportunity, if it still exists, upon his return to work.

13.07 Where it is necessary for one full shift or less, temporarily to replace an employee classified as a Receiver-Fork

Operator, the Company shall canvass the "Stand-by" Hi-Lift Riding Truck Operators on the same shift to effect the replacement, except where the Company foresees that "receiving" duties during the period of temporary replacement are likely.

13.08 (a) The Company will canvass selectors at Malton by seniority at the beginning of each shift for drops and loading trucks. If more employees are needed for such work later in a shift, such work will be assigned to the first available Full-Time selector.

(b) The Company will canvass night shift selectors in the Produce section of the Queensway Perishables department by seniority at the beginning of each shift for drops and loading, if such work is required. If more employees are needed for such work later in the shift, such work will be assigned to the most senior selector.

(c) Notwithstanding any other provision in Article 13.00, when the Company requires extra selectors in the frozen food or dairy sections, a qualified Part-Time employee, if available, shall be assigned such work.

The Company shall endeavor to cross train all Part-Time employees at the Queensway Perishables Department as specified on Appendix "A" 2 (I).

13.09 (a) Notwithstanding anything to the contrary elsewhere in the Collective Agreement, except for Clause 13.03, the following shall apply:

Prior to the periods May 1 to September 1 and September 2 to April 30, the Company will post a "DRIVER REPLACEMENT SHEET". Full-Time warehouse employees shall be granted temporary transfers by seniority for driver replacements of at least one week's duration (for the May 1 to September 1 period) or two weeks' duration (for the September 2 to April 30 period), providing the following conditions are met:



1. that such employees have a valid Class "A" Driver's license;
2. **that such employees have a driving abstract which is acceptable to the Company;**
3. that such employees have not previously been demoted from a Driver position;
4. that a maximum of five employees be transferred at the same time during the period May 1 to September 1, with no more than one employee being transferred out of the Ontario Produce Department or the Queensway Perishables Department;
5. that a maximum of three employees be transferred at the same time during the period September 2 to April 30, with no more than one employee being transferred out of the Ontario Produce Department or the Queensway Perishables Department;
6. that such employees successfully pass the Company's driving test.

The above shall not apply to temporary Driver vacancies for which the Company has less than one week's notice.

Any employee who does not fulfill Driver replacement duties to the Company's satisfaction shall not be eligible for such assignments for the balance of the period as defined above.

The "lock-in" under Sub-clause 13.01 (3) may be waived upon mutual agreement.

(b) Notwithstanding Clause 13.02 and Sub-clause 13.04 (a), the following shall apply to fill temporary vacancies for Utility Maintenance Men:

Each year on May 1, the Company shall post a Tempo-

rery Utility Maintenance Man Replacement Sheet at the Malton Grocery Warehouse and at the Queensway Perishables Warehouse in order to obtain replacements for Utility Maintenance Men who are temporarily absent. Interested employees shall apply and shall be eligible by seniority for the period. The list shall be used for daily Utility Maintenance Man absences and for back-filling temporary vacancies resulting from Utility Maintenance Men transferring to other shifts. If an employee fails to accept such an assignment, he shall forfeit his rights to further such assignments for the balance of the period.

13.10 When the Company is aware of a temporary vacancy which must be filled for five (5) working days or more, bargaining unit employees within the Maintenance Department and within the classification of Utility Maintenance and Maintenance Man will be given the opportunity to fill said vacancy after the full application of Clause 13.02. Any employee who voluntarily accepts such opportunity shall receive the rate of the job he fills notwithstanding anything contrary elsewhere in this agreement.

#### ARTICLE 14.00 — LEAVES OF ABSENCE

##### 14.01 General Leave

(a) An employee shall be granted leave of absence up to a maximum of one (1) month without pay and without loss of seniority, to attend Labour Conventions or, when authorized, to serve in any capacity on Union business. An employee may also be granted leave of absence without pay and without loss of seniority, up to a period of one (1) month for legitimate personal reasons.

(b) An application for any leave of absence is to be made in writing at least fourteen (14) days in advance of the

date on which the employee desires to leave except in the case of an emergency in the immediate family.

- (c) **Employees will be granted leave of absence up to a period of one (1) month for legitimate personal reasons.** In order to minimize disruption of schedules, no leave of absence will be consecutive with annual vacation within the period May 1st and September 15th, except by mutual agreement between the Company and the Union.
- (d) For purposes of accepting Full-Time employment with the Union, the Company shall grant an employee a leave of absence of not less than six (6) months and not more than twelve (12) months, without pay and benefits and without loss of seniority and with accrual of seniority.

#### 14.02 Sick Leave

- (a) On each occasion that an employee is away from work due to sickness or accident, his seniority shall continue to accrue up to the equivalent of his length of service. Thereafter, there shall not be any further accrual of seniority during that sick leave but he shall retain all seniority accrued.

An employee returning from sick leave, must be certified fit to perform his normal work. Such certification shall be in writing by a qualified physician before he may return to work.

- (b) An employee returning from a sick leave shall notify the Company as soon as possible and not later than 3:00 p.m. on the working day immediately prior to his return.
- (c) An employee who has been granted sick leave and is physically fit to return to his regular duties, will be reinstated to his former position if it is available. If the

former position is not available, he will be placed in a position consistent with his seniority and qualifications. If he is unfit to carry out his regular duties the Company will endeavour to provide suitable work for him within the Bargaining-Unit.

14.03 Pregnancy and Parental Leave

58/1A  
01/11  
6/11  
0/16  
(a) The Company will grant pregnancy leave and/or parental leave, without pay, in accordance with the Employment Standards Act of Ontario to those employees who make application on forms supplied by the Company, subject to the following.

(b) An employee may commence pregnancy leave at any time following three (3) months of commencement of the pregnancy.

The pregnancy leave of an employee shall not be less than seventeen (17) weeks in duration.

The pregnancy leave of an employee shall end not later than seventeen (17) weeks after the date of the birth.

63/1A  
01/11  
(c) The parental leave of an employee who takes a pregnancy leave shall begin at the conclusion of the pregnancy leave.

56/1A  
01/11  
Parental leave ends a maximum of eighteen (18) weeks after it begins.

(d) Seniority shall accrue during the authorized leave as provided herein.

14.04 — Bereavement Leave

63/1A  
01/11  
The Company shall grant leave at the time of a bereavement as hereinafter set out and any such leave pursuant to Sub-Clause 14.04 (a) hereof, shall commence with the day immediately following the date of the death and any such leave pursuant to Sub-Clause 14.04 (b) hereof, shall be any

one of the three (3) consecutive calendar days immediately following the date of the death. The Company shall,

- (a) in the event of bereavement in the immediate family of an employee, meaning wife, husband, son, daughter, sister, brother, parent, mother-in-law and father-in-law if the funeral is attended, allow that employee such time off as necessary, not to exceed three (3) consecutive calendar days and where the funeral cannot be attended, allow one (1) day off as necessary, and;
- (b) in the event an employee is bereaved of a sister-in-law, brother-in-law, grandchild, grandparent or a grandparent of his spouse and if the funeral is attended, allow one (1) day off as necessary, and;

shall pay that employee at his gross rate, for the day or days he would otherwise have worked his regularly scheduled hours.

**Definition**

For purposes of this Clause 14.04 only, "parent" shall be deemed to include any one other relative upon whom an employee looked exclusively instead, as a mother or a father;

14.05 Jury Duty Leave 63.5

In the event an employee is called and serves on a jury, upon proof the Company shall continue the employee's regular weekly pay during the approved Jury Duty Leave. The employee shall notify his supervisor promptly when called and shall remit promptly to the Company all monies received for said service.

**ARTICLE 15.00 — SOCIAL SERVICES**

15.01 The following Social Services shall be arranged for by the Company for seniority employees, subject to the

terms and conditions of the master policies in force, which shall form part of this Collective Agreement.

A general description of such Social Services, benefits, terms, and conditions, for information purposes only, follows:

*1/6*  
*10/c*  
*100* 1. **GROUP LIFE AND ACCIDENTAL, DEATH AND DISMEMBERMENT INSURANCE**

One hundred percent (100%) of the cost will be paid by the Company

*22*  
*399* On the completion of three (3) months' service, the Company will provide life insurance protection to an employee in the amount of two hundred percent (200%) of his annual pay at his "hourly rate". Upon retirement or at age sixty-five (65) whichever occurs first, life insurance shall be reduced to two thousand dollars (\$2,000.00) and such two thousand dollars (\$2,000.00) amount of life insurance shall continue throughout his retirement until his death.

If an employee becomes totally disabled prior to age sixty-five (65), protection is continued as provided in the insurance contract.

In addition to group life insurance, benefits are provided for accidental death or accidental loss of an arm, leg or eye, up to a maximum of half of the amount of the group life insurance in force.

**2. ONTARIO HEALTH INSURANCE PLAN**

Coverage for employee and dependents will be provided, with the Company paying the full cost after three (3) months' service.

**3. INCOME PROTECTION PLANS**

The Company will provide and pay one hundred percent

2013.10 1100

(100%) of the cost for the following Income Protection Plans for employees who have completed three (3) months of service, except for Long Term disability insurance which requires one (1) year of service.

During the life of this Collective Agreement and notwithstanding the provisions of the Income Protection Plans in effect from time to time, the percentages referred to in paragraphs (a), (b) and (c), shall relate to any increase in the wage rates after the date of disability, provided that such date falls during the term of this Agreement, except that effective 14 May 1981, the percentage referred to in paragraph (c) shall relate to current wage rates in the Agreement provided that the date of disability falls after 14 May 1981.

- (a) Each employee will be credited with a nine-day "bank" of sick pay for the remainder of the calendar year in which he completes his initial three (3) months of service and at the beginning of each succeeding calendar year. This "Bank" of nine (9) days will be paid at the rate of eighty percent (80%) of a day's pay at the employee's gross rate per day of illness for a total of 7.2 days' pay as illness compensation. Effective the fourth Sunday following ratification, Sick Bank for Drivers will be paid out on the basis of a four day week and in accordance with Article 15.00.

This is to provide the employee with income on the first, second and third working day of an illness, following which the insured sick pay plan (described in Paragraph (b) below) will assume obligation for further payment. The "bank" will not be cumulative from year to year.

A physician's certification of illness must be presented to the Company in order for such payments to be made for any continuous period of absence in ex-

cess of one (1) day. When an employee is referred by a licensed physician to a chiropractor for treatment and produces satisfactory evidence of treatment, such treatment and the employee's recommended absence from work shall qualify for payment under the Company's Insurance Plans. 7/10/80

- (b) Short Term Disability-For Short Term disabilities while under the care of a licensed physician, a weekly income benefit equal to eighty percent (80%) of the employee's pay at this "hourly rate" will be payable for up to twenty-six (26) weeks. Benefits start on the first day of hospitalization or on the first day of a disability due to non-occupational accidental injury and on the fourth day of a disability due to illness.

A "non-occupational accident" shall mean a non-work-related injury resulting from an unintentional and unforeseen act involving external force to a part of the body which was not in a previously weakened condition, and which act or event is immediately disabling. When normal body movements are performed (i.e. bending, lifting, pushing, pulling, twisting, etc.) and no specific act or event involving external force occurs, the claim will be treated as an illness. 7/5/06

- (c) Long Term Disability — For Long Term disability, while under the care of a licensed physician, a monthly income benefit equal to sixty percent (60%) of the employee's pay at his "hourly rate" will be payable starting with the twenty-seventh (27th) week of disability for as long as the employee is totally disabled, but not past age sixty-five (65).

Total disability means the continuous inability of an employee, as a result of illness or injury, to perform each and every gainful occupation or employment for which he is reasonably qualified by education, train-



ing or experience. Also the employee must be under the continuing care of a licensed physician and must not be engaged in any occupation or employment for wage or profit.

4. EXTENDED MEDICAL PLAN <sup>76</sup>/<sub>6</sub>

The Company will provide and pay one hundred percent (100%) of the premium for the following Extended Medical Plan for employees and their families following three (3) months of service. ~~2015, 15, 16~~

- ✓ (a) Prescription Drugs — The cost to an employee for drugs and injectibles for himself or his eligible dependents, recommended as medically necessary by a physician and which require a written prescription by a physician and are dispensed by a physician or licensed pharmacist is payable in full.
- (b) Birth Control Pills — The cost to an employee for birth control pills which are prescribed by a physician or licensed pharmacist for an employee or the dependent of an employee is payable in full.
- ✓ (c) Semi-Private Hospital Care — The Company will provide and pay one hundred percent (100%) of the cost of semi-private hospital care for employees and dependents after three (3) months of service.
- ✓ (d) Major-Medical -- The cost to an employee for himself or his eligible dependents in respect of expenses incurred for private registered nurses, physiotherapy, chiropractic treatment on referral by a licensed physician, rental of special equipment, certain nursing home charges and miscellaneous other costs specified in the policy, is payable to the extent of eighty percent (80%).
- ✓ (e) Vision Care — The cost to an employee for himself or his eligible dependents, in respect of eye glass lenses and/or contact lenses and/or eye glass frames

during any twenty-four (24) month period, up to a total maximum of one hundred and fifty dollars (\$150.00).

The Maximum Amount payable per calendar year with respect to Extended Medical Plan benefits is \$25,000 for each person, less any benefits paid in the two preceding years.

**5. RETIREMENT PLAN** *19/11, per PP*

Employees may apply for participation in the Company Retirement Plan after three (3) months' continuous service.

*8/1/84* Effective II March 1990, the Company Retirement Income Plan shall provide for a normal retirement date at age 65, and also

*8/1/84* for early retirement at age 60 for any employee with 30 years' continuous service, without actuarial reduction;

- for early retirement at age 60 for any employee with less than 30 years' continuous service, with an actuarial reduction of 3% per year for each year retirement precedes age 65;
- for early retirement prior to age 60 for any employee with 30 years' continuous service, with an actuarial reduction of 6% per year for each year retirement precedes age 60;
- for early retirement prior to age 60 for any employee with less than 30 years' continuous service, with an actuarial reduction of 3% per year for each year retirement precedes age 65 and an additional reduction of 3% for each year retirement precedes age 60, and;
- that all employees shall be deemed to have service dating from I January 1984 or from date of hire, whichever date is the later;

— that an employee who was a member of the Plan prior to 1 January 1984 shall have service from date of membership for all periods of active participation.

Benefits earned in respect of Plan membership prior to 1 January 1979 for those members who were actively employed as of 1 January 1986 shall not be less than:

1 1/4% of "Base Gross Earnings" for the calendar year 1978 up to the M.P.E., and 2 1/2% of "Base Gross Earnings" for the calendar year 1978 in excess of the then current M.P.E. of \$10,400.00.

Benefits earned in respect of Plan membership after 1 January 1979 shall be:

1 1/4% of "Base Gross Earnings" for each calendar year's membership up to the M.P.E. and 2 1/2% of "Base Gross Earnings" for each year in excess of the current M.P.E. applicable to each calendar year.

Effective 26 May 1991

Existing Company pension plan to remain in effect except as amended hereunder:

Effective date of ratification:

- a) For credited service prior to January 1, 1985, pension benefits will be calculated on base earnings for the year 1984.
- b) Members may retire at age 55 or later without reduction in pension if age plus service total 90 or more.
- c) Accrued benefits for early retirement will be reduced at a rate of 5% per point less than ninety (90) or per year prior of age sixty-five (65), whichever is the lesser reduction.
- d) In the event of death before retirement the commuted value of the accrued benefit (for all years of credited service) shall be paid to the beneficiary.

- 268/024
- e) All pension benefits shall be vested in the member after two (2) years of plan membership.
  - f) The pension benefit will not be offset for C.P.P./O.A.S. benefits.
  - g) There will be no restriction in the maximum number of years of credited service other than as prescribed by Pension/Revenue Canada regulations.
  - h) The normal form of benefit will be life guaranteed five years.

("Base Gross Earnings" is the member's annualized Hourly Rate as of the first of the calendar year)

(M.P.E. — Maximum Pensionable Earnings as set out by the Canadian Government)

The Company will indicate early retirement entitlements on the yearly statement provided to employees

- 6. Employees retiring under the Company Retirement Plan not earlier than fifty-five years of age shall be provided coverage For himself and eligible dependents under the Company Extended Medical and Dental Plans.

**7. DENTAL PLAN** 70.2.71 P. 86

The Company will provide and pay one hundred percent (100%) of the premium for a Dental Plan to cover employees with three (3) months' continuous service or more, as described in Appendix "C" to this Agreement.

15.02 On behalf of a seniority employee absent by reason of sickness or accident or personal leave of absence, the Company will continue to pay the usual premium costs for the benefits agreed on in this Article, so long as he remains on authorized personal leave of absence or is receiving benefits under any of the Income Protection Plans set out

in Sub-Clause 15.01 (3) hereof except as is otherwise provided in Sub-Clause 14.01 (d) hereof.

15.03 In the event an employee on any day is injured while at work and unable to continue work, he shall not suffer a reduction in pay for the remainder of his scheduled hours on that day.

**ARTICLE 16.00 — SAFETY, WASHROOM  
FACILITIES AND CLOTHING**

16.01 The Company requires that safety footwear be worn.

16.02 The Company shall not require employees to operate any equipment which is not equipped with safety appliances required by law, or which is in unsafe operating condition.

16.03 The Company agrees that all trucks will be equipped with double seats, standard truck heaters, floor mats, defrosters, windshield wipers, windshield washers and sun visors. The Company will make every effort to ensure that these items are in good working conditions.

16.04 The Company agrees to put up a First Aid Box properly equipped, to take care of emergencies that may arise. Employees will report all injuries on the forms provided.

16.05 The Company agrees to provide adequate and sanitary washroom facilities and the employees agree to conduct themselves so as to maintain such facilities.

16.06 The Company will issue protective clothing to all Full-Time warehouse and garage employees; this shall include appropriate insulated boots and outerwear for those employees working in the frozen food locker and an employee assigned to track work will be issued a suitable

parka which will be replaced when necessary. A pool of parkas will be available for the use of Queensway Perishables employees, Ontario Produce employees and Maintenance and Garage employees, required to work outside. Leather gloves will be available as required for Drivers, Ontario Produce employees and Queensway Perishables employees. Freezer gloves will be available as required for Ontario Produce employees required to work outside.

Such clothing is to remain the property of the Company and shall not be removed from the premises by employees. The Company shall require employees to exercise reasonable care in the use and protection of such clothing. The Company shall provide for the cleaning of such clothing. Employees shall wear such clothing where it is a requirement of the Company. The employees to whom the clothing is issued shall be responsible for its loss.

Employees shall wear safety hats when required to do so and the Company shall provide such safety hats.

16.07 The Company shall provide uniforms to Drivers in accordance with current practice; such uniform to remain the property of the Company. The Company shall have the right to determine the type of uniform to be worn and where possible, it shall carry the Union Label.

Employees leaving the employ of the Company shall return the uniforms. The Company shall require the employees to exercise reasonable care in the use and protection of such clothing.

#### **ARTICLE 17.00 — HOURS OF WORK AND OVERTIME**

17.01 (a) For all classifications except Drivers:

The standard work week shall consist of five (5)

~~24~~  
~~24~~

consecutive days of seven and one-half (7 1/2) hours each; there shall be seven (7) operational days per week and there shall not be any rotation of shifts.

(b) A Driver's work week will consist of four (4) days to be scheduled Monday through Friday (current definition of days shall apply), and there shall not be any rotation of shifts.

(c) Drivers will be guaranteed a minimum of six (6) hours' pay for each of his regularly scheduled four (4) days of work.

17.02 (a) An employee's sixth day shall be the first of his two (2) consecutive scheduled days off and an employee's seventh day shall be the second of his two (2) consecutive scheduled days off.

(b) An employee who is required to report for work on his sixth day will be guaranteed a minimum of four (4) hours' work or pay in lieu thereof at one and one-half (1 1/2) times his "hourly rate".

(c) An employee who is required to report for work on his seventh day will be guaranteed a minimum of four (4) hours' work or pay in lieu thereof at twice his "hourly rate".

(d) Should a Driver elect to work his fifth day he will be paid his regular hourly rate of pay for eight and one half (8-1/2) hours following which he will be paid at one and one half (1-1/2) times his hourly rate. Should the work assignment on a Driver's fifth day be an "ABC Pay" run, "ABC Pay" rates will apply.

(e) Drivers who are asked to work on their fifth day will be guaranteed a minimum of four (4) hours work or pay in lieu thereof at his regular hourly rate of pay.

17.03 For all purposes herein, any shift which during the regular work week starts:

at or after 12:00 noon and before 6:00 p.m., shall be an 'afternoon shift' and shall be deemed wholly and only to be a shift on the day on which it starts,

at or after 6:00 p.m. and before midnight, shall be a 'night shift' and shall be deemed wholly and only to be a shift on the day immediately following the day on which it starts,

at or after midnight and before or at 4:00 am., shall be a 'night shift', and any other shift, shall be a 'day shift'.

17.04 Any employee who is called in at a time not previously scheduled, shall, whenever possible, be given notice of same at least two (2) hours prior to reporting.

17.05 An employee who cannot report on time or who is sick and unable to come to work, shall inform his supervisor as soon as possible prior to the beginning of his shift, unless he is unable to do so for bona fide reasons.

17.06 The Company will grant two (2) fifteen-minute rest periods without loss of pay, one (1) in the first half and one (1) in the second half of each shift.

If it is contemplated that an employee is to work overtime of one (1) hour but less than three (3) hours, consecutive with his regular shift, he shall be allowed a fifteen-minute rest period without loss of pay immediately following the end of his regular shift.

If at the end of two (2) hours of overtime, it is contemplated that an employee is to work additional overtime of one (1) hour or more consecutively, he shall be allowed an additional fifteen-minute rest period without pay.

17.07 A daily time record shall be maintained by the Company at its place of business. A time clock shall remain in operation during the term of this Agreement.



17.08 (a) Overtime pay for all classifications, except Drivers, will be provided as follows:

- (i) Payment at one and one half (1 1/2) times the employee's gross rate for hours worked outside of his scheduled shift and for up to the first four (4) hours worked on his sixth day.
- (ii) Payment at twice the employee's gross rate for hours worked in excess of four (4) on his sixth day, for hours worked on his seventh day, and for hours worked on a paid Holiday.
- (iii) Time and one half the gross rate will be paid for all hours worked on a Saturday or Sunday where these days are within a regularly scheduled work week.

(b) Overtime pay for Drivers will be provided as follows:

- (i) Payment at one and one-half times the employee's gross rate for hours worked after eight and one-half (8-1/2) in a scheduled shift and for the first four (4) hours worked on his sixth day.
- (ii) Payment at twice the employee's gross rate for hours worked in excess of four (4) on his sixth day, for hours worked on his seventh day, and for hours worked on a paid Holiday.

17.09 If any of the Holidays set out in Appendix D hereto are worked, they shall be paid for at two (2) times the gross rate for such hours worked in addition to pay for the Holiday.

17.10 The Company will give at least two (2) hours' notice of overtime, except for reasons beyond its control.

17.11 (a) Except as is otherwise specifically provided in Sub-Clause 17.11(b) hereof, an employee who is required to report for work during his regular work week shall re-

ceive for the regular work week, at least thirty-seven and one-half (37 1/2) hours' pay at his gross rate, provided that he is available to perform thirty-seven and one-half (37 1/2) hours of work in such week.

(b) An employee shall not be entitled to the guarantee above, where he is displaced upon the return to work of another employee whom he was replacing.

**17.12 Warehouse, Building and Equipment Maintenance, Garage Employees, and Shunters**

It is agreed that the standard shifts shall be those in existence at the date of the signing of this Agreement.

Where within two different work-weeks there are standard shifts with the same starting time common to both work-weeks, each such common standard shift shall be considered one and the same shift.

An employee who is required to change his work week from Sunday to Thursday inclusive to Monday to Friday inclusive due to a paid Holiday falling on a Monday, shall be paid at the rate of time and one-half for all hours worked on the Friday next following the paid Holiday.

If the Company desires to introduce new shifts, start times or work weeks, it will advise the Union as soon as possible and in any event, at least two (2) weeks in advance of such change.

The Company and the Union will negotiate such changes.

If the parties fail to reach agreement within five (5) working days, either party may refer the matter to Arbitration. Upon completion of the hearing, or upon completion of the first day of hearing, in the event the hearing exceeds one (1) day, the Company may implement such change.

17.13 (a) Except as otherwise provided in Sub-Clause 17.13 (e) hereof, when the Company desires employees to

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work overtime, the Company shall attempt to obtain the number desired by requesting employees in order of seniority within classification, work week and shift, to work overtime. Overtime shall be voluntary. The Company shall equalize overtime opportunities between the shifts and work weeks on a monthly basis where applicable.

**For Malton Grocery and Queensway Departments:**

When an overtime call is made for four (4) hours, and providing the work is required, the Company will cross classify employees on the shift for the overtime call.

(b) (i) Exclusive of Ontario Produce, and except as otherwise provided in Sub-Clause 17.13 (e) hereof, overtime work on extra shifts will be alternated between the regular shifts and work weeks provided that such rotation does not result in the scheduling of employees for two (2) consecutive shifts.

Consistent with the provisions of Sub-Clause 17.13 (a), in the Queensway Perishables Department only, and with the proviso that an employee meets his obligations on his regular shift, night shift employees classified as "Order Selectors", in lieu of an extra shift, shall be canvassed in rotation on a Thursday as needs dictate and shall be offered four (4) hours overtime to be worked immediately prior to their regular shift on the following Sunday.

(ii) Extra "Inventory Shifts" at the Malton Grocery Warehouse will not be recorded for the purposes of balancing opportunities. Further, employees on a Monday — Friday day and afternoon shift will share inventory extra shifts by means of rotation. At the Queensway Perishables Department, inventory opportunities will be offered on a top down seniority basis.

(iii) Any extra shift falling below 50% will not be recorded as an extra shift, but will be recorded for purposes of rotation.

(c) When overtime is offered to a shift at work, the Company will notify the Steward of the number of employees required. Employees absent during the offering of the overtime will be offered such overtime only if it is necessary to meet the Company's manpower requirements and then only if they have returned to work prior to the working of such overtime.

(d) An employee leaving on vacation shall be eligible for overtime on his sixth and/or seventh shift in the week before his vacation commences. He shall be ineligible for further overtime until he has returned from vacation and worked on his regular shift.

(e) (i) For the Ontario Produce Company and subject to Sub-Clause (c) and (d) of this Clause 17.13 and subject also to an employee acceptably meeting his obligations during his standard shift, employees shall be requested to work overtime on extra shifts in rotation such that any employee, having been requested to work overtime, shall not again be so requested until each of all other employees within the said Department has thereafter been requested to work overtime. Extra shifts commencing on a Saturday will be canvassed on a separate rotation to the rotation utilized for extra Sunday shifts.

(ii) Subject to Sub-Clauses (c) and (d) of Clause 17.13 and subject also to an employee acceptably meeting his obligations during his standard shift, within the Departments listed below and within the classifications set out respectively against each as follows:

Malton Groceries --  
-Hi-Lift Riding Truck Operator  
-General Utility Warehouseman  
-Receiver

employees shall be requested to work overtime in rotation such that any employee having been requested to work

overtime, shall not again be so requested until each of all other employees in his classification within his Department, has thereafter been requested to work overtime.

It is further provided that an employee shall be canvassed for overtime in the classification in which he is working at the time the overtime is called.

At Malton Grocery department for purposes of offering overtime the Checker on each shift shall be offered overtime as if he is the least senior Order Selector.

Notwithstanding Section 17.13 (a), at Malton Grocery Department for the purposes of calling overtime in the classification set out above, an employee who was temporarily transferred as an "extra" operator shall not be eligible for daily overtime until the classification on the shift have been offered overtime.

If he does not qualify for overtime as set out above he shall be eligible for overtime within his regular classification in accordance with his seniority.

For Malton and The Queensway Maintenance only, overtime shall be distributed as follows:

1. Employees shall be canvassed to work overtime within the shift and classification required in reverse order of accumulated hours, so that the employees that have the lowest offered hours will be the first to be asked.
2. If additional employees are required, then qualified employees within the lower paid classifications shall be asked in accordance with paragraph 1 above.
3. If still more additional employees are required, qualified employees within the higher paid classifications shall be asked in accordance with paragraph 1 above.
4. An employee transferred to another classification or a new employee within a classification shall, for the pur-

pose of applying paragraph I above, be deemed to have been offered the highest number of hours in the classification for the first day of such transfer.

For each subsequent day of such transfer the transferred employee shall be credited with the hours he assumed on the first day of such transfer and be requested to work overtime in accordance with paragraph I above.

5. Employees absent from work at the time of offering and who would be eligible to be called will be credited with the relevant hours as if offered.
6. Employees offered the opportunity to work but who refuse such opportunity will be credited said hours as if they had been accepted.
7. If required, for the purpose of applying paragraph I above, the Monday to Friday afternoon shift employees may be requested to work their overtime weekend shifts on days.
8. Offered hours shall be credited to the ledger at their respective straight time value (i.e. 2 double time hours = 4 hours on ledger, 2 time and one half hours = 3 hours on ledger).

(iii) For the Malton Grocery Warehouse only, overtime work on extra shifts shall be alternated between the day shift, the night shift, and the afternoon shift. The "day" shift for the purpose of this Sub-Clause 17.13 (e) (iii) only, shall include employees who regularly work the day shift on a Monday to Friday work week and the afternoon shift on a Monday to Friday work week. Such overtime work on the "day" shift shall commence on or about 7:00 a.m. The "afternoon" shift for the purpose of this Sub-Clause 17.13 (e) (iii) only, shall combine employees who regularly work the afternoon shift on a Sunday to Thursday work week

with those who regularly work the afternoon shift on a Monday to Friday work week. Such overtime on the "afternoon" shift shall commence on or about 3:00 p.m.

Within the following classifications:

- Hi-Lift Riding Truck Operator
- General Utility Warehouseman
- Receiver
- Checker
- Order Selector

employees shall be requested to work overtime on extra shifts according to Sub-Clause 17.13 (a) when filling the requirement from among employees on the night shift. To fill such overtime requirements on the "day" shift, the Company shall first offer the overtime to those employees who regularly work in the classification on the 7:00 a.m. shift. If additional personnel is required, the overtime shall be offered to qualified employees in order of seniority within the "day" shift as defined above. To fill such overtime requirements on the "afternoon" shift, the Company shall first offer the work to those employees who regularly work in the classification on the Monday to Friday afternoon shift. If additional personnel is required, the overtime shall be offered to qualified employees within the "afternoon" shift as defined above.

Notwithstanding the above, two (2) Hi-Lift Riding Truck Operators who regularly work on the Monday to Friday 3:00 p.m. shift shall always be requested to work overtime on the "day" shift as defined above.

Notwithstanding the above, one (1) Hi-Lift Riding Truck Operator who regularly works on the Sunday to Thursday 3:00 p.m. shift shall always be requested to work overtime on the "afternoon" shift as defined above.

(iv) For the Queensway Perishables Warehouse only:

The Sunday to Thursday afternoon shift and the Sunday

to Thursday day shift shall be combined for the sixth and seventh shifts, and shall be canvassed in accordance with the "ROTATION" set out below.

The Monday to Friday afternoon shift and the Monday to Friday day shift shall be combined for the sixth and seventh shifts, and shall be canvassed in accordance with the "ROTATION" set out below. For purposes of conducting this canvass, the Company shall consider Order Selectors, Dairy Selectors, Frozen Food Selectors, and General Utility Warehousemen as one classification, and shall consider Fork Operators, Dairy Fork Operators, and Frozen Food Fork Operators as another classification.

ROTATION:

An employee shall be requested to work overtime on extra shifts in rotation within the above listed shifts and classifications, such that an employee, having been requested to work overtime, shall not again be so requested until all other employees within said classifications and shifts have thereafter been requested to work overtime.

For overtime requiring a Sunday start time, employees shall be requested to work such overtime in accordance with the rotation set out above, however start times will be offered to those employees accepting the overtime on a top-down seniority basis. This shall apply to Fork Operators, Dairy Fork Operators, Frozen Fork Operators and Receivers, as one classification.

Except that Fork Operators requested to work overtime on Saturdays shall be offered the overtime opportunity on a top-down seniority basis. The overtime canvass shall include Fork Operators, Dairy Fork Operators and Frozen Fork Operators as one classification.

(f) For the purposes of overtime, employees transferred to the maintenance department under Article 13.09(b) will work their overtime solely and only in their own depart-



ment as the junior most Order Selector should there be a requirement for overtime. For purposes of clarification, employees eligible for overtime from the maintenance department will be considered more junior **than a checker as** designated in Article 17.13(e)(ii).

(g) For the Queensway Perishables Department Only:

In the event the afternoon shift requires additional fork, dairy fork, frozen fork or utility work above the normal complement, and the night shift is being called for overtime, night shift employees will be called in early. For purposes of the Fork classification only, Dairy Forks, Produce Forks, Receiving Forks and Frozen Forks shall be considered the same classification for this purpose.

#### 17.14 Drivers

(a) Seniority will be recognized in the scheduling of work assignments in order that senior Drivers will have greater earning opportunities than less senior Drivers over a rolling two-week period. It shall not be a violation of the clause for the Company to require a Driver to vary or modify his assigned hours and days of work due to safety considerations or absenteeism.

(b) It shall be the responsibility of any Driver not to commence any work assignment, unless he has had eight (8) consecutive hours off duty. When following a standard work week extra shifts are required, the Company shall post a list indicating the dates of the extra shifts, the location from which the loads will depart and whether the loads are for day Drivers, night Drivers or afternoon Drivers.

(c) (i) A Driver may volunteer to work his fifth day by signing a posting which will be placed on the Dispatch Office Bulletin Board by Noon each Thursday. Such posting will be removed from the Bulletin Board by Noon on the following Monday and will be used to make assign-

ments for that week. Each depot shall be rotated separately.

(ii) Drivers working their fifth shift will be rotated in order to provide everyone an opportunity to work such shifts. A Driver having been requested to work such extra shift will not again be so requested until all other available Drivers, within his shift and depot, have thereafter been requested to work a fifth shift. Drivers who are absent or who have not volunteered for such assignments will be assumed to have worked for purposes of this rotation. Following application of the above, any remaining work will be offered to an eligible driver at the alternate depot. Such opportunity shall be offered to an available Full-Time Driver prior to a Part-Time Driver.

(iii) The work assignments to such Drivers working their fifth shift will be those work assignments that are not required by the Company to fulfil its obligations under Article 17.14 (a) (Remaining Runs). The Company will attempt to assign the runs with the greatest earning opportunity to the most senior driver working on their scheduled day off at the resident depot only.

(iv) All hours worked by Drivers on their scheduled days off will not be used to meet the Company's obligation under Article 17.11.

(v) Notwithstanding sub-clause 17.11 (a) and sub-clause 17.14 (c) (iv), and during the weeks of observance of the Christmas and New Year Holidays, any hours of work offered a Driver shall be considered as hours worked. This shall apply for purposes of satisfying the thirty seven and one-half hours (37.5) of pay at gross rate as provided in sub-clause 17.11 (a) hereof.

(d) A Driver may volunteer for a sixth or seventh shift by signing the posted list and if he is then absent from work on his last regularly scheduled shift for the week, he shall not be eligible for any extra shift until all other avail-

able Full-Time Drivers who volunteered, have been offered an extra shift and prior to a Part-Time Driver.

(e) For purposes of extra shifts:

Drivers from one shift shall not be assigned runs on another shift, unless insufficient Drivers from the other shift volunteer. In this case, runs which are left unassigned on a shift may be offered to Drivers on another shift on a top-down seniority basis. Should a Driver elect to accept a fifth day assignment on a shift other than his own, such Driver may forego his rights under Article 17.14 (a) in the event he does not have sufficient time off the clock, in which case said Driver will be offered opportunity to available work following eight (8) hours off the clock on his own shift.

(f) Day Drivers who have not been assigned specific runs are to report for work at 6:00 a.m. Night Drivers who have not been assigned specific runs are to report for work at 6:00 p.m. Afternoon Drivers who have not been assigned specific runs are to report for work at 3:00 p.m.

(g) Days-off for Drivers will be scheduled in the prior week. Such schedule will be posted in the Dispatch Office, each week, by Noon Thursday. Such schedule will only be changed if mutually agreed to by the Company and the employee.

(h) A Driver shall be paid eight and one-half (8-1/2) hours pay at the regular applicable hourly rate for a paid holiday.

#### 17.15 Dispatch Procedure

1. Senior Drivers will be given early start times provided such undertaking does not prevent the Company from achieving its obligations under Article 17:14.

2. When runs are of equal norm hours, palletized runs will be assigned to senior Drivers unless such work is required for the Company to meet its undertaking as stated in paragraph (6).

3. Drivers, who are absent on days on which they were assigned palletized work, will be credited with such palletized work as if it had been carried out.

4. Where there is a choice of palletized, or partially palletized work and hand-bomb work, the Company will assign the palletized work to the senior Driver provided such assignment is projected to result in no more than two (2) hours less work for the senior Driver. In such cases there will be no obligation to make up such lost hours subject to paragraph (7) below.

5. Where it is operationally feasible, the Company will undertake to ensure that each Driver receives the cumulative equivalent of at least one (1) palletized load during his work week provided he is available for work for the full week.

6. On the 1st Monday of April and the 1st Monday of October, Drivers may submit a signed request for work assignments with a greater degree of palletization and shorter working hours rather than assignments based solely on earning opportunities.

— Drivers' seniority will determine the assignment of work resulting from such requests.

— These requests will remain in effect until such time as they are withdrawn by way of a written request from the Driver.

7. The Company may vary the assignment of work and there will be no proprietary rights to any given work assignments, except that the current assigned runs shall be eliminated by attrition.

8. Where necessary to meet its obligations under article 17.11 (a) the Company may assign a Driver to work either at the Queensway or Malton Depot.

9. Day Drivers who have not been assigned specific runs are to report for work at 6:00 a.m. Night Drivers who have not been assigned specific runs are to report for work at 6:00 p.m. Afternoon Drivers who have not been assigned specific runs are to report for work at 3:00 p.m.

10. It shall be the responsibility of any Driver not to commence any work assignment, unless he has had eight consecutive hours off duty.

11. All non-assigned runs on a Friday shall normally be left open and the Company shall attempt reasonably to proportionalize the hours.

12. All runs subsequent to a Driver's first run for the day will be assigned to the first Driver returning to the Depot. In the case of a Part-Time Driver being assigned such a run and a Full-time Driver arriving "in the office", such Full-Time Driver will be given the opportunity to take the run in question provided he is eligible and able to leave in time for the Company to meet its service level commitments to its customers.

#### ARTICLE 18.00 -- DURATION OF AGREEMENT

18.01 Unless changed by mutual consent, the terms of this Agreement shall continue in full force ~~until 11 March 1995,~~ and shall continue automatically thereafter for annual periods of one (1) year unless either party notifies the other in writing within a period of three (3) months immediately prior to the expiration date that it desires to amend the Agreement.

18.02 Negotiations shall begin within fifteen (15) days following notification for amendment as provided in Clause 18.01 hereof.

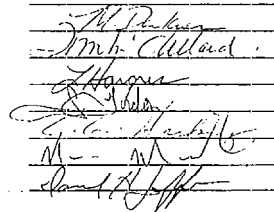
18.03 The Company will pay to the Union for time spent

on negotiations during their standard work week at their "hourly rate" for up to a maximum of ten (10) Stewards.

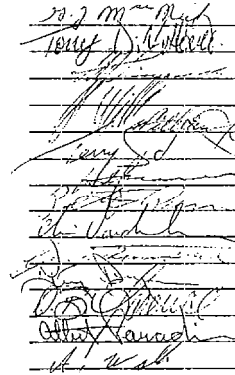
18.04 If pursuant to negotiations, an Agreement is not reached, on the renewal or amendment of this Agreement, or the making of a new Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties or until conciliation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

WITNESS WHEREOF each of the parties has caused this Agreement to be signed by its duly authorized representatives

SIGNED ON BEHALF  
OF THE COMPANY

  
\_\_\_\_\_

SIGNED ON BEHALF  
OF THE UNION

  
\_\_\_\_\_

APPENDIX "A"

(Ref: Clause 2.02 "Part-Time" Employees)

A.1 A PART-TIME EMPLOYEE SHALL

- (a) have Union Dues deducted pursuant to Clause 5.03 of this Agreement except that he shall not pay initiation fees,
- (b) be paid the applicable "hourly rate" set out in Appendix "B" of this Agreement, except that he shall be paid a starting rate of fifty (50) cents per hour less than the said "hourly rate" for the first two hundred (200) hours worked and twenty-five (25) cents per hour less than the said "hourly rate" for the next two hundred (200) hours worked,
- (c) be granted the rest periods as set out in Clause 17.06 of this Agreement,
- (d) receive vacation pay as determined under the Employment Standards Act,
- (e) receive Holiday Pay and be paid a rate for work performed on a Holiday, as determined by the Employment Standards Act,
- (f) be requested to work overtime only after all Full-Time Bargaining Unit employees within the shift have been given an opportunity to work four (4) hours daily and seven and one-half (7 1/2) hours on extra shifts except where the work must be completed in shorter periods of time in order to meet schedules and except where overtime is not accepted by a sufficient number of employees,
- (g) be entitled to pay at one and one-half (1 1/2) times his "hourly rate" for all hours worked in excess of seven and one-half (7 1/2) in a day or thirty-seven and one-half (37 1/2) in a week, except that a Part-Time Driver

replacing a Driver on a scheduled ten hour shift shall be entitled to pay at one and one-half (1 1/2) times his "hourly rate" for all hours worked in excess of ten (10) on such a day.

- (h) Part-time employees will work within scheduled shifts.
- (i) be entitled to the Shift Premium on the same basis as is applicable to an employee covered under Clause 9.03 of this Agreement.
- (j) in the Malton Grocery department, be assigned to order selecting, and may only be transferred to other work after all Full-Time employees within the shift have been given the opportunity to transfer to such other work. This shall not apply to Part-Time employees assigned to cafeteria work in the Malton Grocery Department.

A.2 Total Part-Time hours worked shall not exceed ten percent (10%) of the regular hours represented by the number of bargaining unit employees on the roster at Oshawa Foods Division — Queensway and Oshawa Foods Division — Malton, and shall not exceed fifteen percent (15%) of the regular hours represented by the number of bargaining unit employees on the roster at the Ontario Produce Company, except that during May through September, total Part-Time hours worked at the Oshawa Foods Division-Queensway shall not exceed twenty percent (20%), and except that, during the seventeen weeks commencing the third week of March, total Part-Time hours worked at Ontario Produce shall not exceed twenty percent (20%). Part-Time hours worked in the following instances shall not be included in any calculations with respect to these foregoing basic general percentage limitations:

- (a) Part-Time hours worked in the Fleet — including Garage, in the replacement of Full-Time employees absent, shall be on a one-for-one basis,
- (b) Part-Time hours worked in replacing an employee ob-



serving his Birthday pursuant to Clause 10.05 of this Agreement,

- (c) Part-Time hours worked during any period not to exceed three (3) weeks prior to each of the festive seasons — Easter, Thanksgiving and Christmas, an additional Part-Time hours allowance of five (5) percent of the regular hours represented by the number of bargaining unit employees on the roster at Oshawa Foods Division — Queensway, shall be permitted.
- (d) Part-Time hours worked at Ontario Produce Company daily during the five (5) hours immediately following the Market opening, Monday to Friday inclusive, up to a total maximum of two hundred and twenty-five (225) Part-Time hours per week, reconciled weekly.
- (e) The work of the clean-up crew of two men, each working four (4) hours per day at the Ontario Produce Company, during the last shift of the day.
- (f) Part-Time hours worked to replace Full-Time employees on vacation on a one-for-one basis at any time during the year, providing they work five (5) regular shifts per week. During June, July, August, and September, one (1) additional Part-Timer shall be permitted per shift at the Malton location.
- (g) Any hours worked by "weekend cleaning staff".
- (h) Part-Time hours worked to replace a Full-Time employee transferred pursuant to Clause 13.09 of the Collective Agreement on a two-for-one basis.
- <sup>6/4</sup>(i) Part-Time hours worked for the purpose of cross training at the Queensway Perishables Department pursuant to Clause 13.08 (c) of the Collective Agreement.

Distribution of the allowable percentages of Part-Time hours shall be as follows:

- (j) At the Oshawa Foods Division — Malton location, not more than sixty percent (60%) usage during the first six (6) shifts of the week excluding Sunday day shift and forty percent (40%) during the remainder of the week.
- (k) At the Oshawa Foods Division — Queensway location, usage shall not exceed sixty percent (60%) on the first three operational days (concluding with the Tuesday night shift), and forty percent (40%) during the rest of the week.
- (l) At the Ontario Produce Company, usage shall not exceed sixty percent (60%) on Monday and Tuesday, and forty percent (40%) during the rest of the week.
- (m) Notwithstanding A.2 (j) (k) (l) at the Oshawa Foods Division — Malton, Queensway and Ontario Produce Company, sixty (60) percent usage may be applied to either portion of the week. The Company will make such determination no later than Tuesday of the week in question.

Weekend cleaning staff shall be listed on a seniority list separate from other Part-Time employees. A weekend cleaning staff employee may apply for regular part-time status, and shall be considered eligible for such transfer providing a vacancy exists. Following six (6) months from his transfer to regular Part-Time status, he shall be eligible to apply for a Full-Time position as provided in accordance with A.6 hereof.

An employee transferring from weekend cleaning staff to regular Part-Time staff in accordance with the above shall carry his weekend cleaning staff seniority.

A.3 Except at the Ontario Produce Company, a Part-Time employee shall work on a day shift only after all Full-Time employees within the Department have been offered

day-shift work, except that this provision shall be subject to Clause 13.03 and shall not apply

- (i) where a Part-Time employee is being trained during a period which shall not exceed ten (10) days, nor;
- (ii) in the Maintenance Department during any absence of a Full-Time employee of five (5) days or less;
- (iii) for up to three (3) part-time employees at the Malton warehouse on the Sunday day shift.

A.4 A Part-Time Seniority list shall be placed on the bulletin boards and will be revised by the Company every three (3) months. Copies of these lists shall be forwarded to the Union.

A.5 A Part-Time employee shall be given the opportunity to apply for any available Full-Time position and shall be hired in order of most seniority, ability being sufficient, prior to such vacancy being filled by a new hire.

A.6 A Part-Time employee, having completed a continuous period of work, shall not again be scheduled to work until at least twelve (12) hours have elapsed, except that a Part-Time Driver may be scheduled to work again after eight (8) hours have elapsed.

A.7 An active Part-Time employee having worked seven hundred and fifty (750) hours in the preceding twelve (12) months will be eligible for an amount of twenty-five (25) dollars for the purchase of appropriate footwear. Thereafter, on or about June 1 each subsequent year, an active Part-Time employee will be entitled to the aforementioned allowance calculated on the same basis.

A.8 4 Part-Time employee (hereinafter referred to as "P.T."), shall be entitled to file grievances according to the following Grievance Procedure:

- (a) If a P.T. has a grievance, it shall be reduced to writing

on forms supplied by the Union and taken up in the following manner:

STEP I-By a conference between the aggrieved P.T., the Steward and the Department Manager. The P.T.'s Department Manager shall give his decision in writing within five (5) working days. Failing settlement, then

STEP 2 -Within five (5) working days following the decision in Step 1, an official or officials of the Union, the aggrieved P.T. and the Steward shall meet with representatives of the Company at which time the grievance shall be discussed. The decision of the Company shall be given in writing within five (5) working days following this meeting.

- (b) Failing settlement under Step 2 of any grievance between the parties arising from the interpretation, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be taken to Arbitration as hereinafter provided. If no written request for Arbitration is received within ten (10) working days after the decision in Step 2 is given, the grievance shall be deemed to have been abandoned without prejudice.
- (c) No grievance may be submitted or considered under the grievance procedure unless it has been presented thirty (30) days from the time of the occurrence of the incident giving rise to the grievance.
- (d) Any grievance concerning or affecting a group of P.T.s shall be presented in writing within thirty (30) working days from the date of its occurrence. Within five (5) working days, officials of the Company and the Union will meet to discuss the grievance.
- (e) Any grievance arising directly between the Company and the Union shall be presented in writing within

thirty (30) working days from the date of its occurrence. Within five (5) working days or sooner, if either party requests, following the presentation of such grievance, officials of the Company and the Union will meet to discuss the grievance.

- (f) All decisions arrived at between the representatives of the Union and the Company shall be in writing and shall be final and binding upon the Company, the Union and the P.T. or P.T.s concerned.
- (g) A newly hired P.T. shall be on probation for the first two hundred (200) hours of his employment and the discharge of a P.T. on probation shall not be the subject of a grievance.
- (h) Subject to Paragraph (g) above, a grievance by a P.T. that he has been unjustly discharged, suspended or laid off, shall be taken up under Step 2 of the grievance procedure provided a written grievance is lodged with the Company within five (5) working days after the discharge, suspension or lay-off is affected. If a P.T. is suspended or discharged the Company shall give him a written statement of the reason for such suspension or discharge.
- (i) When either party requests that a dispute be submitted to Arbitration, it shall notify the other party in writing, which notice shall specify the provision or provisions of Appendix "A" to this Agreement that are alleged to have been violated.

The parties shall then attempt to select, by agreement, a Sole Arbitrator.

If the parties are unable to agree within a reasonable period of time, either party may request the Minister of Labour for the Province of Ontario to appoint a Sole Arbitrator.

- (j) No matter may be submitted to Arbitration which has not been properly carried through the prescribed steps of this Grievance Procedure.
- (k) The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of Appendix "A" to this Agreement, nor to alter, modify or amend any part of Appendix "A" to this Agreement. The Arbitrator however, shall be empowered to reduce any penalty applied by the Company which, in his or her opinion, would render a just and equitable disposition of the case.
- (l) The Arbitration proceedings will be expedited by the parties hereto, and the decision of the Arbitrator, acting within his or her authority, will be final and binding upon the parties hereto and the P.T.s concerned, and will not be subject to appeal.
- (m) The parties will share equally the expenses of the Sole Arbitrator.

APPENDIX "B"

RATES OF PAY FOR "PART-TIME" EMPLOYEES

B.1 Subject to Sub-Clause A1. (b) and Clause B.2 of this Agreement, a "Part-Time" employee shall be paid a minimum "hourly rate" of 12.76:

B.2 (a) Any "Part-Time" employee who is placed at work as such in the Ontario Produce Company, by being newly hired or by transferring from any other Department, shall be paid a minimum "hourly rate" as determined by the length of his continuous service within the Department in which he is so placed at work, as follows:

(b) A Part-time employee who was hired sixty (60) days prior to ratification and who has worked within the sixty (60) days prior to ratification, shall be paid a lump sum payment of one hundred and fifty dollars (\$150).

SERVICE WITHIN THE DEPARTMENT

Start	After 1 year	After 2 years	After 3 years
9.57	10.20	10.84	12.76

B.3 Part-Time employees working under Driver "ABC Pay" Compensation method shall be paid the following rates except that for the time period as set out in Section 9.01 (j) (iii) a Part-Time Driver assigned to an "ABC Pay" run will be paid at the top rate of the progression scale set out below.

	Start	Year 1	Year 2	Year 3
▶ 1st Hook-up	\$12.86	\$13.54	\$14.25	\$15.00
▶ Subsequent Hook-ups	6.43	6.77	7.13	7.50
▶ Pay per Kilometer	.16	.17	.18	.19
▶ Pay per pallet delivered to store	.59	.62	.65	.75
▶ Pay per cube delivered by hand	.034	.036	.038	.045
▶ Pay per store delivered	2.57	2.71	2.85	3.60
▶ Pay per hour for delays	9.01	12.02	12.65	13.30

Part-Time employees working under Driver "ABC Pay" Compensation method shall be paid a fixed rate of \$27.00 per backhaul.



APPENDIX "C"

(Ref:Sub-Clause 5.01(6) "Dental Plan")

C.1 The Company will provide and pay one hundred percent (100%) of the premium for a Dental Care Plan as described below.

C.2 Eligible expenses under this Plan are expenses for dental treatment recommended as necessary by a Dentist which are not in excess of the minimum fee specified in the current O.D.A. Schedule of Fees. In the event that optional procedures are possible, the procedure involving the lowest fee will be considered as the eligible expense under this Plan. The benefit per individual shall not exceed one thousand one hundred dollars (\$1,100) in any twelve-month period.

C.3 Eligible dependents include the employee's spouse and unmarried children (including adopted children and step-children) who are under twenty-one (21) years of age, or if they are unmarried Full-Time students up to age twenty-five (25).

C.4 Whenever the total cost of proposed dental treatment is expected to exceed three hundred dollars (\$300.00), the eligible employee or dependent is required to submit a Treatment Plan for approval prior to treatment commencing. The Treatment Plan is a plan of dental treatment including x-rays showing the patient's dental needs, a written description of the proposed treatment necessary in the professional judgement of the dentist and the cost of the proposed treatment. The insurer will advise the employee or dependent the extent of their liability under this Plan.


C.5 There shall be two levels of reimbursement for eligible expenses under this Plan that relate to co-insurance and which are described below and their application is

specifically indicated in each of the two sections of the Plan.

C.6 **CO-INSURANCE** shall mean that the employee, or his eligible dependent, shall receive eighty percent (80%) of the eligible expenses under the Plan.

C.7 The following eligible expenses shall not be subject to ccl-insurance:

- (a) Oral examinations, once every six (6) months;
- (b) Prophylaxis (cleaning and scaling of teeth) once every six (6) months. This treatment is an eligible expense if performed by a dentist, or a dental hygienist under the direct supervision of a dentist;
- (c) Bite-wing x-rays, once every six (6) months;
- (d) Topical application of an anti-carcinogenic agent, once every six (6) months. This treatment is an eligible expense if performed by a dentist, or a dental hygienist under the direct supervision of a dentist;
- (e) Extractions and simple alveolectomy at time of tooth extraction;

 (f) Amalgam, silicate, acrylic, and composite fillings.

C.8 The following eligible expenses are subject to the J/co-insurance:

- (a) Full-mouth series or x-rays, once every twenty-four (24) months;
- (b) Surgical extraction of impacted teeth;
- (c) Surgical removal of tumors, cysts, neoplasms, plus the incision and drainage of an abscess;
- (d) Injection of antibiotic drugs when prescribed by a dentist;

- (e) Provision of space maintainers for missing primary teeth and provision of habit breaking appliances;
- (f) Diagnostic x-ray and laboratory procedures required in relation to dental surgery;
- (g) General anaesthetic required in relation to dental surgery;
- (h) Consultation required by the attending dentist;
- (i) Crowns and inlays, including gold and porcelain veneer fillings where other material is not suitable;
- (j) The creation of an appliance (fixed bridgework, removable partial or complete dentures);
- (k) The replacement of an existing appliance (fixed bridgework, removable partial or complete dentures) only under the circumstances set out below:
  - (i) if necessitated by the extraction of additional natural teeth while insured under this Policy;
  - (ii) if the existing appliance is at least five (5) years old and cannot be made serviceable;
  - (iii) if the existing appliance is temporary and is replaced with a permanent bridge or denture and takes place within twelve (12) months of when the temporary appliance was installed;
- (l) Relining, rebasing or repairing of an existing appliance (fixed bridgework, removable partial or complete denture);
- (m) Endodontic treatment, including root canal therapy;
- (n) Periodontic treatment;
- (o) Orthodontic treatment to the extent of two thousand dollars (\$2,000.00) lifetime maximum for an eligible

employee under twenty-one (21) years of age or his eligible dependents under twenty-one (21) years of age. Eligible dependents shall include the employee's spouse, unmarried children, unmarried adopted children, and unmarried step-children.

(p) other necessary oral surgical procedures not specifically listed.

C.9 Benefits are NOT payable for the following:

- (a) Intentional self-inflicted injuries or illness while sane or self-inflicted injuries or illness while insane;
- (b) Any eligible expenses for which the insured person is entitled to indemnity or compensation under any Workmen's Compensation Act;
- (c) Travel for health or examination required for use of a third party;
- (d) Charges levied by a physician or dentist for his time spent travelling, broken appointments, his transportation costs or for advice given by him by telephone or other means of telecommunication;
- (e) Cosmetic surgery or treatment (when so classified by the insurer) unless such surgery or treatment is for accidental injuries and commenced within ninety (90) days of the accident;
- (f) Injury resulting directly or indirectly from insurrection, war, service in the Armed Forces of any country or participation in a riot;
- (g) Services or treatment payable by a government under any government plan of insurance, or services or treatments insurable only by a government under any government plan of insurance;
- (h) Dental treatment received from a dental or medical

Department maintained by an employer, an association or a labour union;

- (i) The: replacement of an existing appliance (fixed bridgework, removable partial or complete dentures) which have been lost, mislaid or stolen.

APPENDIX "D"

Dates of Paid Holidays (Ref: Clause 4.07(a))

STATUTORY HOLIDAYS — ACTUAL DATES/DATES

1994	1993	
Friday, April 1	Friday, April 9	Good Friday
Monday, May 23	Monday, May 24	Victoria Day
Friday, July 1	Thursday, July 1	Canada Day
Monday, August 1	Monday, August 2	Civic Holiday
Monday, September 5	Monday, September 6	Labour Day
Monday, October 10	Monday, October 11	Thanksgiving Day
Saturday, December 24	Friday, December 24	Christmas Eve
Sunday, December 25	Saturday, December 25	Christmas Day
Monday, December 26	Sunday, December 26	Boxing Day
Saturday, December 31	Friday, December 31	New Year's
Sunday, January 1/95	Saturday, January 1/94	New Year's Day

1-06-1

53  
11/2

1-1-25

Paid Holidays shall be designated for the term of the Collective Agreement in accordance with the following schedules:

**B. Employees on a Monday to Friday workweek:**

	<b>1993</b>	<b>1994</b>
Good Friday	Friday, April 9	Friday, April 1
Victoria Day	Monday, May 24	Monday, May 23
Canada Day		Thursday, July 1 Friday,
July 1		
Civic Holiday	Monday, August 2	Monday, August 1
Labour Day	Monday, September 6	Monday; September 5
Thanksgiving Day	Monday, October 11	Monday, October 10
Christmas Eve	Wednesday, December 22	Thursday, December 22
Christmas Day		Thursday, December 23
Friday, December 23		
Boxing Day	Friday, December 24	Monday, December 26
1/2 day before		
New Year's		Thursday, December 30
Friday, December 30		
New Year's Day	Friday, December 31	Monday, January 2/95

C. Employees on a **Tuesday to Saturday** work week:

	<b>1993</b>	<b>1994</b>
Good Friday	Saturday, April 10	Saturday, April 2
Victoria Day	Saturday, May 22	Saturday, May 21
Canada Day		Thursday, July 1    Friday, July
1		
Civic Holiday	Saturday, July 31	Saturday, July 30
Labour Day	Saturday, September 4	Saturday, September 3
Thanksgiving Day	<del>Saturday, October 9</del>	Saturday, October 8
Christmas Eve	Tuesday, December 23	Thursday, December 23
Christmas Day	Friday, December 24	Saturday, December 24
Boxing Day	Saturday, December 25	Tuesday, December 27
1/2 day before		
New Year's	Friday, December 31	Saturday, December 31
New Year's Day	Saturday, January 1/94	Tuesday, January 3/95

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D. Employees on a ~~Sunday to Thursday~~ work week:

	<b>1993</b>	<b>1994</b>
Good Friday		Thursday, April 8
Thursday, March 31		Sunday, May 22
Victoria Day	Sunday, May 23	Thursday, July 1
Canada Day		Sunday, July 31
Thursday, June 30		Sunday, September 4
Civic Holiday	Sunday, August 1	Sunday, October 9
Labour Day	Sunday, September 5	Thursday, December 22
Thanksgiving Day	Sunday, October 10	Thursday, December 23
Christmas Eve	Wednesday, December 22	
Christmas Day		Monday, December 26
Sunday, December 25	Sunday, December 26	
Boxing Day		Thursday, December 29
1/2 day before	Wednesday, December 29	Thursday, December 30
New Year's		
New Year's Day		
Sunday, January 1/95		

**PROPOSED OBSERVANCE DATES FOR STATUTORY HOLIDAYS  
FOUR DAY WORK WEEK — MALTON WAREHOUSE**

	<b>1993</b>	<b>1994</b>
Good Friday	Thursday, April 8 <del>Friday, April 1</del>	Thursday, March 31
Victoria Day	Sunday, May 23	Sunday, May 22
Canada Day	Thursday, July 1 *Friday, July 1	Thursday, June 30
Civic Holiday	Sunday, August 1	Sunday, July 31
<b>Labour Day</b>	<b>Sunday, September 5</b>	Sunday, September 4
Thanksgiving Day	Sunday, October 10	Sunday, October 9
Christmas Eve	Wednesday, December 22 *Thursday, December 23	Thursday, December 22 Friday, December 23
Christmas Day	Thursday, December 23 *Friday, December 24	Sunday, December 25
<b>Boxing Day</b> 1/2 day before	Sunday, December 26	Monday, December 26
New Year's	Wednesday, December 29 *Thursday, December 30	Thursday, December 29 Friday, December 30
New Year's Day	Thursday, December 30 *Friday, December 31	Sunday, January 1/95

\*Denotes observance days for the day shift.

**PROPOSED OBSERVANCE DATES FOR STATUTORY HOLIDAYS  
 FOUR-DAY DAY SHIFT — QUEENSWAY WAREHOUSE  
 SUNDAY, WEDNESDAY, THURSDAY, FRIDAY**

- 95 -

	<b>1993</b>	<b>1994</b>
Good Friday	Friday, April 9	Friday, April 1
Victoria Day	Sunday, May 23	Sunday, May 22
Canada Day	Thursday, July 1	Friday, July 1
Civic Holiday	Sunday, August 1	Sunday, July 30
Labour Day	Sunday, September 5	Sunday, September 4
Thanksgiving Day	Sunday, October 10	Sunday, October 9
Christmas Eve	Thursday, December 23	Thursday, December 22
Christmas Day	Friday, December 24	Friday, December 23
Boxing Day	Sunday, December 26	Sunday, December 25
1/2 day before		
New Year's	Thursday, December 30	Friday, December 30
New Year's Day	Friday, December 31	Sunday, January 1/95

**PROPOSED OBSERVANCE DATES FOR STATUTORY HOLIDAYS  
FOUR-DAY AFTERNOON SHIFT — QUEENSWAY WAREHOUSE  
TUESDAY, WEDNESDAY, THURSDAY, FRIDAY**

	<b>1993</b>	<b>1994</b>
Good Friday	Friday, April 9	Friday, April 1
Victoria Day	Tuesday; May 25	Tuesday, May 24
Canada Day	Thursday, July 1	Friday, July 1
Civic Holiday	Tuesday, August 3	Tuesday, August 2
Labour Day	Tuesday, September 7	Tuesday, September 6
Thanksgiving Day	Tuesday, October 12	Tuesday, October 11
Christmas Eve	Thursday, December 23	Thursday, December 22
Christmas Day	Friday, December 24	Friday, December 23
Boxing Day	Tuesday, December 28	Tuesday, December 27
1/2 day before		
New Year's	Thursday, December 30	Thursday, December 29
New Year's Day	Friday, December 31	Friday, December 30

**PROPOSED OBSERVANCE DATES FOR STATUTORY HOLIDAYS  
 FOUR-DAY NIGHT SHIFT — QUEENSWAY WAREHOUSE  
 SUNDAY, MONDAY, TUESDAY, THURSDAY**

	<b>1993</b>	<b>1994</b>
Good Friday	Thursday, April 8	Thursday March 31
Victoria Day	Sunday, May 23	Sunday, May 22
Canada Day	Thursday, July 1	Thursday, June 30
Civic Holiday	Sunday, August 1	Sunday, July 30
Labour Day	Sunday, September 5	Sunday, September 4
Thanksgiving Day	Sunday, October 10	Sunday, October 9
Christmas Eve	Tuesday, December 21	Thursday, December 22
Christmas Day	Thursday, December 23	Sunday, December 25
Boxing Day	Sunday, December 26	Monday, December 26
1/2 day before		
New Year's	Tuesday, December 28	Thursday, December 29
New Year's Day	Thursday December 30	Sunday, January 1

\* All days indicated on this page refer to the 10:00 p.m. start time of the night shift.

APPENDIX 'E'

The foregoing shall reflect the standard shifts for Malton Grocery, Queensway Perishables and Ontario Produce.

**SHIFTS AT MALTON**

**5-DAY WORK WEEK**

DAYS:

Monday - Friday 7:00 am-2:45 pm  
Sunday -Thursday 7:00 am-2:45 pm  
Tuesday - Saturday 7:00 am-2:45 pm

**AFTERNOONS:**

Monday - Friday 3:00 pm-11:00 pm  
Sunday -Thursday 3:00 pm-11:00 pm  
Monday - Friday 12:00 noon --- 8:00 pm

NIGHTS:

Sunday -Thursday 11:00 pm-7:00 am

**AFTERNOON --- Split Shift:**

Sunday 7:00 am-2:45 pm  
Monday -Thursday 3:00 pm-11:00 pm

**NIGHTS--Split Shift:**

Sunday 3:00 pm-11:00 pm  
Monday - Thursday 11:00 pm-7:00 am

**4-DAY WORK WEEK**

DAYS:

**S, M, Th, F**

Sunday 7:00 am-2:45 pm  
Monday - Friday 7:00 am-5:15 pm

**AFTERNOON (Split) S,M,W,Th**

Sunday 7:00 am-2:45 pm  
Monday -Thursday 3:00 pm-1:30 am

**NIGHTS S,M,W,Th**

Sunday 11:00 pm-7:00 am  
Monday -Thursday 11:00 pm-9:30 am

**SHIFTS AT QUEENSWAY**

**5-DAY WORK WEEK;**

**DAYS:**

Sunday - Thursday	6:00 am-2:00 pm	10:00 am-6:00 pm
Monday - Friday	6:00 am-2:00 pm	10:00 am-6:00 pm
Tuesday - Saturday	6:00 am-2:00 pm	
Monday - Thursday	10:00 am-6:00 pm	
Friday	8:00 am-4:00 pm	

**AFTERNOONS:**

Sunday -Thursday	2:00 pm-10:00 pm
Monday - Friday	2:00 pm-10:00 pm

**NIGHTS:**

Sunday - Thursday	10:00 pm-6:00 am
Sunday -Thursday	6:00 pm-2:00 am

**4-DAY WORK WEEK:**

**DAYS:**

Sunday	10:00 am-6:00 pm
Wednesday & Thursday	10:00 am-8:30 pm
Friday	8:00 am-4:30 pm

**AFTERNOONS:**

Tuesday, Wednesday, Thursday	2:00 pm-12:30 am
Friday	2:00 pm-10:00 pm

**NIGHTS:**

Sunday, Tuesday	
Thursday	10:00 pm-8:30 am
Monday	10:00 pm-6:00 am

SHIFTS AT ONTARIO PRODUCE, TORONTO

DAYS:

Monday - Friday      6:00am-2:00 pm  
                                 7:00am-3:00 pm

**AFTERNOONS:**

Monday -Friday    12:00 noon — 8:00 pm

NIGHTS:

Monday - Friday      Midnight — 8:00 am  
Sunday - Thursday    4:00 am-Noon  
Monday - Friday        4:00 am-Noon



MEMORANDUM OF AGREEMENT  
EMPLOYEES OF THE  
ONTARIO PRODUCE COMPANY  
THE OSHAWA FOODS DIVISION  
OF THE OSHAWA GROUP LIMITED

The following items regarding the establishment of a Group R.R.S.P. for Full-Time employees covered by the Collective Agreement dated 1993 included in a separate memorandum of agreement as set out herein:

- a) effective on ratification and expiring coincidentally with the Collective Agreement as provided in Section 18.01.
- b) a separate plan is to be established for full-time members of your bargaining unit.
- c) the plan provider will be selected jointly by the Company and the Union.
  - i) subject to c(ii) and c(iii) contribute thirty dollars (\$30) per week for Full-Time employees. In the event the employee's R.R.S.P. contribution room does not permit a full thirty dollars (\$30) contribution, the difference between thirty dollars (\$30) and the allowable amount will be paid in cash.
  - ii) in the event that an employee is absent from work for any reason in a week, or participating in modified work or disability placement, the above-noted R.R.S.P. contribution is forfeited for the current week.
  - iii) notwithstanding the provisions of c (ii), an employee absent from work by reason of Vacation, Holiday, Bereavement or a Leave of Absence of not greater than one (1) day, shall qualify for the R.R.S.P. contribution in accordance with c (i).

- d) contributions will be submitted on a period basis within 15 days after the conclusion of the accounting period.
- e) all required administration and investment management services are to be provided by Third Parties; ie: a bank or trust company. All fees associated with same are to be charged to the fund.
- f) employee investment options are to include a selection of investment vehicles, a sample of which would include:
  - i) a money market fund
  - ii) G.I.C.'s
  - iii) a diversified fund (stocks, bonds, cash)
- g) the company assumes no liability for the performance of the fund.

Signed this 28th May 1993.

For the Company

For the Union

**Oshawa Foods -- Teamsters Local Union 419**  
**Statement of Company Policy re: Sub-Clause 9.08**

**QUALIFICATIONS TO MAINTAIN**  
**A VALID FORK LICENCE**

1. Warehouse employee must have driven the fork in the last 2 years (minimum one day).
2. If the standby Fork Operator is unable to get on a fork through sick or vacation replacement then he will be given a special opportunity to drive a fork for 1 day to keep his licence valid.
3. If an Oshawa employee has a fork licence or obtained through training program but doesn't work within a warehouse (Driver) he will be considered to have a valid fork licence for the purpose of applying for the fork job for a period of 5 years from the date of issue.

**FORK LIFT TRUCK OPERATOR**  
**REQUALIFICATION & TESTING**  
**REQUIREMENTS**

In the interest of safe, efficient, and damage-free operation in the warehouse, we are going to requalify the employees who haven't driven a fork for the period of 2 years or 5 years (in case of Oshawa employee who works outside warehouse).

Fork Truck Operator who has not operated a fork lift truck for the period of 2 years will be required to undergo refresher training in order to validate their licence.

The course will consist of two (2) 5 hour sessions and will cover a refresher of fork lift operating rules, safety checks, O.H.S.A. regulations and a complete review of the practical operation of the fork truck. The operator will be required to pass the theory and practical tests in order to ensure that their licence becomes valid.

If an employee has not used a fork for 5 years, he must complete another fork truck training program.

This retraining course will take one to two days during which time we will be covering the safety rules and practical training. In order to ensure the Fork Operator's position he must pass the theory and practical tests.

In addition, Fork Lift Operators who have been issued fork licence at the Perishables Warehouse and are transferring to the Grocery Warehouse will be required to receive additional training at the Grocery Warehouse in order to upgrade to the higher racking layout. Upon meeting the requirements of Article 13.01 (10) will be given the necessary training as outlined above.

This training will be performed during one (1) day in the week following the twenty (20) day probationary period.

Employees of Ontario Produce who currently hold a valid fork: licence will be afforded an opportunity to maintain their licence. This opportunity would be on their own time when a regular training course is being held.

WAREHOUSE BUILDING & EQUIPMENT  
MAINTENANCE  
(Queensway and Malton)  
**FOUR (4) DAY WORK WEEK**

1. A current five (5) day employee may become a four (4) day employee only through posting. He shall not be arbitrarily transferred.
2. All new four (4) day positions will be posted bargaining unit wide. In the event not all positions are filled through postings, the Company may fill such positions through recall or New Hire.
3. Not more than one hundred and twenty (120) employees shall be designated four (4) day work week positions. This cap will be reduced, in proportion, if a lay-off occurs.
4. Overtime and shift premiums will be paid in accordance with the Collective Agreement.
5. Shift start times will be those of regular shift start times now in existence.
6. The number of day shift positions in existence in the Queensway Warehouse and Malton Warehouse will be identified as at the date of ratification. The Company will maintain this total number of day shift jobs on either a Five Day Work Week or a Four Day Work Week and in departments and classifications as deemed appropriate by the Company. The parties agree that changes to the Business may necessitate modifications to this undertaking, all of which will be discussed with the Union prior to implementation.
7. Seniority will be recognized on a top-down basis to employees five (5) day and four (4) day on a common shift.

8. **REGULAR WORK WEEK AND DAILY OVERTIME:**

The four-day work week will consist of three (3) shifts of ten (10) hours and one (1) shift of seven and one-half (7-1/2) hours.

On a regularly scheduled ten (10) hour shift, overtime will be paid at time and one-half (1-1/2) after ten (10) hours.

On a regularly scheduled seven and one-half (7-1/2) hour shift, overtime will be paid at time and one-half (1-1/2) after seven and one-half (7-1/2) hours.

Daily overtime will not normally be in excess of four (4) hours.

9. An employee will be paid overtime if the fifth, sixth or seventh day is worked. The employee who works on the fifth and sixth day will be paid time and one-half (1-1/2) the hourly rate for the first four (4) hours. The balance of the shift and hours worked on a seventh shift will be paid at two (2) times the hourly rate.

10. **BIRTHDAYS, BEREAVEMENT AND STATUTORY HOLIDAYS:**

The Company has agreed to pay the employee the number of regular hours worked on the day of such absence. For example, a ten (10) hour shift that is missed due to bereavement leave would be compensated with ten (10) hours' pay. A seven and one-half (7-1/2) hour shift missed for any of the above reasons, would be compensated with seven and one-half (7-1/2) hours pay.

11. Sick Day and Pay Entitlement will be in keeping with the language provided in Article 15.

12. The ten (10) hour shift will include three (3) coffee breaks.
13. At the Malton facility Part-Time employees may be scheduled to work on the Tuesday on a one-for-one replacement for any absent employee whose absence occurs on that Tuesday. The designated Steward will be provided information concerning the use of such Part-Time employees every Tuesday. The period of time in question covers the day shift on Tuesday, the afternoon shift on Tuesday and the night shift Tuesday night. Such hours worked will be part of the allowance provided in Appendix "A".
14. Part-Time employees will work four-day weeks but will not exceed, in total, the number of positions that the Company has identified as being four-day positions through job postings. Part-timers will only be used to fill such positions that have not been filled.

A Part-Time employee may be scheduled for vacation replacement to work a four-day work week only after all available Full-Time employees within the Department have been given the opportunity to work such position.

All such Part-time hours will be part of the Part-time allowance as provided in Appendix "A".

15. Four-Day employees will have a regularly scheduled "fifth" day off.

IVOTE: Following ratification "Make-Up Hours" will be handled in the following manner:

- (i) Opportunities to work such hours will be offered separately on the employee's fifth day.
- (ii) All Make-Up Hours worked on such shifts will be paid at time and one-half (1-1/2) for the first Four

(4) hours and the balance of this shift two (2) times the hourly rate and counted as a rotation on the overtime wheel.

- (iii) Exclusive of employees who bid to a permanent position other than four-day, all other employees on temporary transfer will be afforded the opportunity to make up any such hours on their return to their four-day position.



PROCEDURE FOR MODIFIED WORK AND  
DISABILITY PLACEMENT

- A. Work Hardening -Regular Jobs/Reduced Hours  
-- Short Term Disability  
.Long Term Disability  
--- W.C.B.
- 1) The Company will place employees temporarily unable to work full hours, in their regular position provided the Company is satisfied that the normal duties of such position can reasonably be performed. Such placement will be reviewed each four (4) weeks or sooner.
  - 2) Employees participating in this program will not be allowed to work overtime nor be eligible to exercise their seniority under Article 13.00, except for job postings.
  - 3) For hours worked, employees commencing a "work hardening" program in their regular position will be paid their regular hourly rate for all hours worked. The remaining balance of their compensation will be from disability pay entitlement if any.
- B. Modified Work Placement-Unclassified Jobs  
--- W.C.B.  
--- Long Term Disability
- 1) The modified work program is for the short-term rehabilitation purposes of a worker only, and is not to exceed four (4) weeks in duration in any twelve (12) month period. Medical support must indicate that further involvement in the program would be of benefit to full recovery prior to any consideration of exceeding the four (4) week time frame, for up to a one time maximum of an additional eight (8) weeks. This shall not restrict or limit any provisions of Bill 162.

- 2) Reduced hours may be made available for employees unable to work a complete shift.
- 3) Seniority will not be a determining factor in placing employees on the Modified Work Program.
- 4) Employees on the Modified Work Program will not be eligible for overtime or exercise their seniority under Article 13.00, except for job postings.
- 5) The Company will only accept and work to accommodate physical restrictions which are supported by an attending physician's statement.
- 6) Medical documentation requirements will be in accordance with Articles 14.00 and 15.00 of the current Collective Agreement.
- 7) The Company will exercise full discretion in determining whether or not modified work is considered or offered to any employee.
- 8) If the worker returns to temporary modified work in part or in whole to an unclassified position, the worker shall receive a weekly rate of pay equal to his benefit level he would have otherwise received, and should work on his own shift.

C. Permanent Disability

- 1) In the case where a certified medically disabled person cannot be rehabilitated to his current position, the Company will make every effort to establish such employee in a suitable position within the bargaining unit.
- 2) Failing this, the Company will investigate the opportunities for a position elsewhere in the Company. Such an employee will retain his seniority rights for the purpose of bidding on posted jobs for a period of his/her length of seniority to a maximum of ten (10) years.

- 3) During the period provided in 2, seniority shall continue to accrue exclusively for purposes of bidding rights. The employee shall not have Union dues deducted nor be covered in any respect under the terms of the Collective Agreement.
- 4) In the event of a bargaining unit lay-off during the period provided in 2, an employee who has elected to retain his seniority can hold his current job by waiving his seniority rights and be retained in a non-bargaining unit position and avoid the lay-off. The waiving of such rights will be irrevocable. An employee who keeps his seniority rights will be laid off if their seniority dictates. This employee will be eligible to exercise his seniority by bumping in order of seniority providing he is capable of performing such job, and it is within the prescribed restrictions.
- 5) A copy of job postings will be mailed to the disabled employees as per Article 13.00 of the Collective Agreement.
- 6) A list of the disabled employees will be forwarded to the Union.

D. Commitments

- 1) Subject to the rehabilitation worksite being removed from the workplace proper, an employee in receipt of short-term disability benefit may be placed in rehabilitative activity consistent with his/her capabilities and the provisions of Section B.
- 2) In administering Modified Work and Disability Placement, the Company and Union commit to make every effort to curb or correct concerns of the program. Furthermore, the Company and Union shall meet under the Joint Labour Management consultation to mutually resolve issues which arise out of the program's admin-

istration or alter the terms and conditions herein as necessary. All employees, prior to being placed in this program, must have supporting physician's statements and may be subject to an independent examination,

- 3) Notwithstanding the foregoing, the program is subject to review and evaluation by the parties quarterly at their Joint Labour/Management Consultation Meetings.
- 4) Stewards shall be involved in all the phases of the Programs described above.

## Joint Labour/Management Consultation Meetings

### Objective:

Recognizing the community interest in the efficient and economical operation of the Company as well as the satisfactory working life for all employees affected by the work of this Committee and believing that the basis of good relations rests upon co-operation and good communications between the parties, the Management and members of the Union hereby agree to work together in the successful operation of a Joint Consultation Committee.

### 1. Purpose and Commitment:

The purpose of the Consultation Committee is to provide the parties with an open forum of communications in order to better understand each other and to resolve problems and issues in an open exchange of ideas and views between Union and Management. The parties will use the Committee to look for opportunities to improve the working relationship between them and between the people they represent and to build a more effective working team.

### 2. Structure of Committee:

For the Company	For the Union
Shift Superintendent	All Shift Stewards for
Operation Manager	their respective
Warehouse/Fleet Manager	facilities
Employee Relations Manager	

The above Committees shall meet on a monthly basis on dates to be arranged and agreed by the co-Chairs.

A meeting shall be convened on a three (3) month frequency of the combined Committees of each facility and additionally attended by senior Operations Management and Human Resource/Labour Relations staff and officers of the Local Union. Such meetings shall be arranged

through the senior Labour Relations officer and Local Union officers.

### 3. Limitations:

In order to have a frank and open discussion, the Committee shall have no authority to change, delete or modify any terms of the collective agreement, nor to settle grievances arising under the agreement. Committee discussions shall not be publicized except for those recommendations that have been mutually agreed upon.

### 4. Protected Environment:

Members of the Committee shall be free to discharge their duties in an independent manner without fear that their individual relationships with the Company shall be affected by any participation by them in good faith in their representative Capacities.

### 5. Agenda:

The co-Chairs will meet seven days prior to each meeting to exchange agendas for that meeting. The items in the agendas will be listed in order of priority. The Company will arrange to have both agendas typed and distributed to Committee members prior to the meeting. Items from the agendas will be discussed at the meeting on an alternating basis with the first item being taken from either the Company's or Union's agenda depending on which party is chairing the meeting. Items not addressed at a meeting may be re-proposed for the next meeting's agendas. Emergency items arising after the agendas are prepared, can be entertained on the agreement of the parties at the outset of the meeting. Business arising from the Minutes of the previous meeting will be handled as the first item of business at each meeting. An item on the agendas may be disposed of by referral to a more appropriate forum or cancelled, by mutual agreement of the parties. The Union Representative

who will be responsible for proposing the next list of Union agenda items will be identified at the conclusion of each meeting.

**6. Method of Keeping Minutes:**

Preparation of Minutes of each meeting will be the responsibility of the Warehouse Manager. Approval for distribution of the Minutes will be the responsibility of the Committee at the conclusion of each meeting. The Minutes will contain a description of the topic and the action agreed upon. The discussion of the merits of the topic is not a proper matter for inclusion in the Minutes. The Minutes will be circulated to all members of the Committee and approved by the Co-Chairs prior to being posted on the bulletin boards within one week following the Committee meeting.

**7. Chair Responsibility:**

The Company and the Union will alternate in filling the Chair from meeting to meeting. The Chair will seek to keep the discussion on topic and ensure that each Committee member has a chance to have input on each item discussed. In general, the Chair will try to establish an open, flexible style of discussion on agenda items.

Mr. Tom Fraser  
Business Agent  
Teamsters Union Local 419  
1890 Meyerside Drive  
Mississauga, Ontario  
L5T 1B4

April 6, 1993

**Re: Leave of Absence for Union Office**

Notwithstanding Sub-Section 14.01 (d) the Company may grant a Leave of Absence in continuance to the twelve (12) months.

Such Leave of Absence will be considered upon receipt of a written request from a Full-Time employee who has accepted a Full-Time position with the Local Union, Granting of such Leave of Absence shall not be unreasonably withheld.

Such Leave of Absence will be terminated should the employee leave the Full-Time employment of the Local Union and not seek to return to the employment of the Company within four (4) weeks and seniority shall be forfeited.

The Leave of Absence shall be without pay and without participation in the Company Benefit and Pension Plans. Seniority shall continue to accrue.

Yours truly,  
David H. Joffe  
Vice President  
Industrial Relations

/zp



Mr. Tom Fraser  
Business Agent  
**Teamsters Union Local 419**  
1890 Meyerside Drive  
Mississauga, Ontario  
L5T 1B4  
April 20, 1993

LETTER OF INTENT

**Re: Driver's Scheduling**

During our current negotiations the parties discussed Drivers being disadvantaged for purposes of calculating earning opportunity due to an absence.

It is the Company's intent that in the event of an absence, the driver will be considered to have worked 8.5 hours on any absence. Further, he shall be entitled to equal consideration as provided in Section 17.14 for the work opportunity available during the days of the week he is in attendance at work.

Yours truly,  
David H. Joffe  
Vice President  
Industrial Relations  
/zρ

Mr. Tom Fraser  
Business Agent  
Teamsters Union Local 419  
1890 Meyerside Drive  
Mississauga, Ontario  
L5T 1B4

May 5, 1993

LETTER OF INTENT

Dear Mr. Fraser:

The Company confirms that, prior to non-bargaining unit or management personnel performing bargaining unit work in the warehouse, the qualified Union employees in the Maintenance Department shall first be offered the work opportunity.

Yours truly,

David H. Joffe  
Vice President  
Industrial Relations

/zpj

Mr. Tom Fraser  
Business Agent  
Teamsters Union Local 419  
1890 Meyerside Drive  
Mississauga, Ontario  
L5T 1B4

May 25, 1993

**LETTER OF INTENT**

**Re: Retiree Drug Card**

It is the intent of the Company that a retired employee subject to 15.01(5) will be provided with a Drug I.D. card. Such card may be used to cover prescription drugs not covered under any other policy of insurance or drug plan but which are covered under the Company Plan.

Yours truly,

David H. Joffe  
Vice President  
Industrial Relations

/zpj

Mr. Tom Fraser  
Business Agent  
Teamsters Union Local 419  
1890 Meyerside Drive  
Mississauga, Ontario  
L5T 1B4

May 5, 1993

Dear Mr. Fraser:

The following confirms the Company's administrative guidelines respecting Receiver Qualifications at Malton and the Queensway Warehouses..

- (i) Once an employee has successfully passed the Company tests in one of the above-mentioned warehouses, that employee would not be asked to write the test in another warehouse unless he is removed from his receiving position due to incompetence.
- (ii) A trained Receiver bidding into a warehouse other than the one in which he was trained, would be expected to undergo a qualifying period in the recipient warehouse (approximately ten days in duration, depending on the person) before he would be considered to be qualified to receive in the new location.
- (iii) A person who is considered to be a Receiver in one warehouse, but who has not passed the Company training programmes, would be expected to pass a test in any new warehouse that he might bid into. Such testing would be conducted after ten days of "on-the-job" training.
- (iv) A Receiver who fails to meet the requirements of the

job will be dealt with in accordance with the language  
in Clause 13:01(10).

Yours truly,  
David H. Joffe  
Vice President  
Industrial Relations  
/zpj

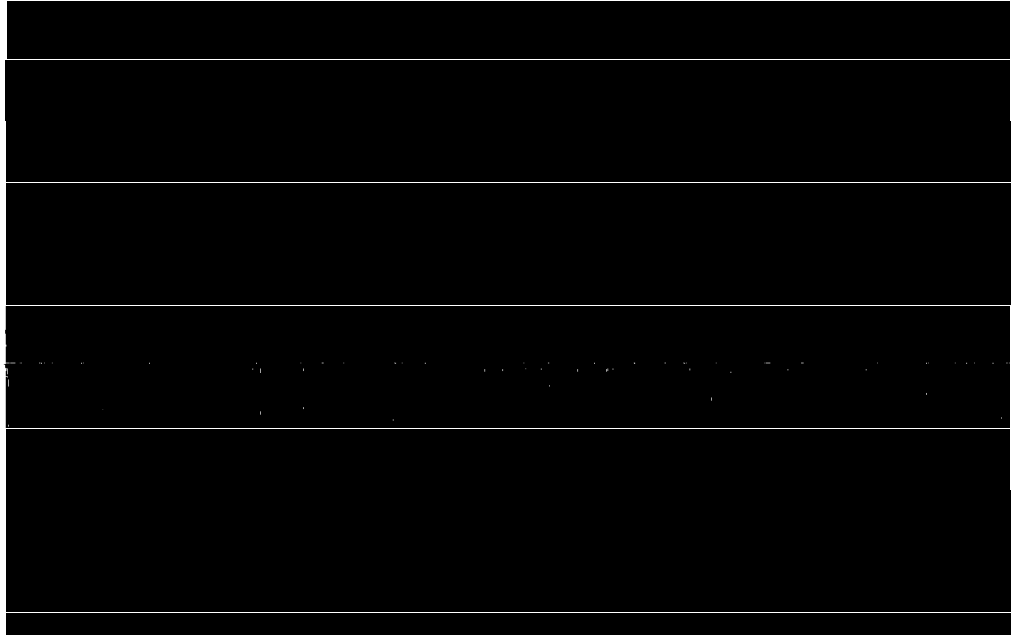
Mr. Tom Frase  
Business Agent  
Teamsters Union Local 419  
1890 Meyerside Drive  
Mississauga, Ontario  
L5T 1B4

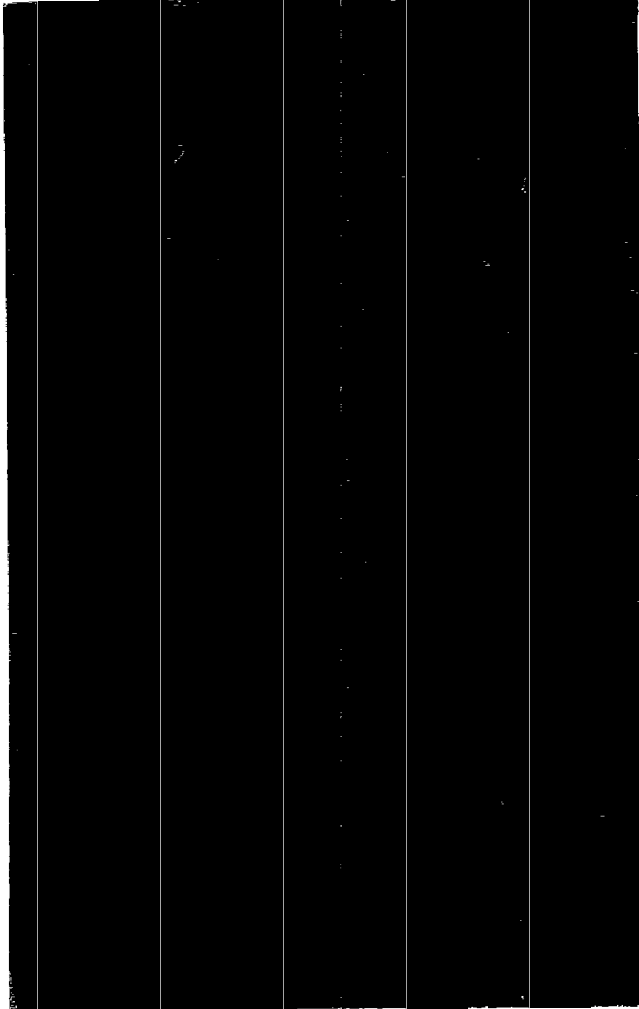
**LETTER OF INTENT**

**Re: Four (4) Day Postings**

During our current negotiations, the parties agreed that four (4) day postings that are not filled by full-time employees and that the Company chooses to fill with part-time employees shall remain "open".

**NOTES**







Mr. Tom Fraser  
Business Agent  
Teamsters Union Local 419  
1890 Meyerside Drive  
Mississauga, Ontario  
L5T 1B4

LETTER OF INTENT

**Re: Four (4) Day Postings**

During our current negotiations, the parties agreed that four (4) day postings that are not filled by full-time employees and that the Company chooses to fill with part-time employees shall remain "open".

Full-time employees shall have the right to bid on these "open" positions. Such bids must be in writing.

In order to be eligible for such bid, the employee must satisfy the requirements as set out in Article 13:00.

Vacancies resulting from the application of this undertaking will be filled through the application of Article 13:01 (6).

Yours truly,  
David H. Joffe  
Vice President  
Industrial Relations

/zp

job will be dealt with in accordance with the language  
in Clause 13:01(10).

Yours truly,

David H. Joffe  
Vice President  
Industrial Relations

/zj