

**COLLECTIVE
AGREEMENT**

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between

**THE OSHAWA FOODS
Division of the Oshawa Foods
Group Limited**

— and —

**UNITED FOOD AND COMMERCIAL
WORKERS' INTERNATIONAL UNION
LOCAL 175, AFL-CIO
(Part-Time)**

Expiry Date: July 5, 1992

0430804



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PART-TIME AGREEMENT

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COLLECTIVE AGREEMENT
(Part-Time)

EXPIRY **5 July, 1992**

EXECUTED THIS 21st DAY OF OCTOBER, 1990.

BETWEEN:

THE OSHAWA FOODS DIVISION of
THE OSHAWA GROUP LIMITED,

(Hereinafter referred to as the "COMPANY")

AND:

UNITED FOOD & COMMERCIAL WORKERS.
LOCAL 175

Chartered by the United Food &
Commercial-Workers International Union,

(Hereinafter referred to as the "UNION")

WHEREAS: The Company and the Union desire to co-operate in establishing and maintaining conditions which will promote a harmonious relationship between the Company and the employees covered by this Agreement, and in providing methods for a fair and amicable adjustment of disputes which may arise between them, and to promote efficiency and service.

NOW, THEREFORE, the Company and the Union mutually agree as follows:

ARTICLE 1.00 – BARGAINING AGENCY

1.01 (a) The Company recognizes the Union as the sole Collective Bargaining Agency for all employees employed by the Company, in or in connection with its stores located by address within Zones as set out in the following, who

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A
are regularly employed not more than twenty-four (24) hours per week, and students employed during the summer vacations.

Zone A

6161 Thorold Store Road, Niagara Falls

Zone B

2201 Brant Street, Burlington

399 Elizabeth Street, Burlington

Zone C

6040 Glen Erin Drive, Mississauga

4040 Creditview Road, Mississauga

499 Main Street, Brampton

3400 Dundas Street, Toronto

600 The East Mall, Islington

Zone D

2361 Brimley Road, Scarborough

2490 Gerrard Street, Toronto

5845 Leslie Street, North York

10620 Yonge Street, Richmond Hill

Zone E

1150 Simcoe Street, Oshawa

199 Wentworth Street East, Oshawa

350 Brock Street, Whitby

1.01 (b) In this Agreement the use of masculine terms shall also include the feminine and vice-versa.

ARTICLE 2.00 — UNION ESTABLISHMENT

2.01 Employees shall make application for membership in the Union at the time of hiring and the Company shall forward such applications to the Union.

The Company agrees to retain in its employ, within the Bargaining Unit as outlined in Section 1.01 (a) of this Agreement, **only** members of the Union in good standing. The Company shall be free to hire new employees who are not members of the Union provided said new employees shall be eligible for membership in the Union and shall within thirty (30) days after commencement of employment, apply for and maintain membership in the Union as a condition of employment.

Employees shall be regarded as on probation for their first thirty (30) days worked ~~or~~ ninety (90) calendar days, whichever occurs first.

2.02 The Company agrees to list monthly on the dues deduction sheet, all employees who have terminated their employment.

ARTICLE 3.00 — DEDUCTION OF UNION FEES

3.01 The Company shall deduct from each employee in the bargaining unit, the amount of Union dues and initiation fees on an installment basis *as* authorized ~~by~~ the Union in writing.

3.02 The regular Union dues shall be deducted weekly, indicating Social Insurance Number on the Union Dues remittance sheet, and submitted to the Union following the completion of the Company's four **(4)** or five **(5)** week accounting period. Under normal circumstances, this should occur within twenty (20) days following the end of the accounting period.

3.03 The Union shall indemnify ~~and save~~ harmless the Company, its agents, and/or employees acting on behalf of the Company from any and all claims, demands, actions, or causes of action arising out of or in any way connected with the collection, or attempted collection, custody of and/or accounting of such dues.

3.04 Union dues deductions, deducted from the Company payroll during the calendar year, shall be included on the T-4 income tax forms that are provided by the Company.

ARTICLE 4.00 — WAGES

4.01 The minimum hourly rates of pay for a student and non-student employee shall be as set out in Appendix "A" of this Collective Agreement.

4.02 In any week in which a part-time employee works in excess of twenty-four (24) hours, he will be paid at least the hourly equivalent of the full-time starting rate or his part-time rate, whichever is greater.

4.03 An employee designated by management to perform "office" duties for more than three (3) consecutive hours shall receive thirty (30) cents per hour in addition to his regular hourly rate for such hours.

4.04 A night shift premium of eighty (80) cents per hour shall be paid to part-time employees who work a full scheduled night shift on a night crew for the purposes of night stocking duties.

4.05 A part-time employee relieving a full-time employee for the full week shall receive his part-time rate plus twenty-five (25) cents or the start rate for the full-time classification, whichever is greater.

ARTICLE 5.00 — HOURS OF WORK

5.01 In scheduling or calling in an employee to work for the week, seniority shall apply in accordance with the employee's length of continuous part-time employment in the store. An exception to the above are employees reduced from full-time to part-time who shall be granted their length of continuous service with the Company as their seniority. For all other purposes an employee's seniority shall be defined as the length of continuous service in the bargaining unit.

An employee who accepts transfer to a non-bargaining unit position shall lose all seniority and all rights to further accrual of seniority, immediately upon such transfer.

5.02 An employee work schedule shall be posted by Thursday noon for the coming week, and remain posted for the period.

The Store Manager shall retain a copy of the work schedule for a four (4) week period. A full-time Business Representative of Local 175 will be permitted to peruse the work schedule, with the Store Manager or his designate in an effort to resolve any complaints.

In the event the Company has to alter the work schedule, the affected employees shall be notified the day before, except in an emergency over and above the control of the Company, or when the employee consents to such change. Upon request, a copy of the work schedule shall be given to the Store Steward.

5.03 Effective not later than the work week beginning 18 November 1990 an employee with ten (10) years of continuous part-time service will be scheduled for a minimum of twenty-four (24) hours per week provided the criteria in sub-sections (a) - (c) are satisfied.

An employee with five (5) or more years of continuous part-time service will be scheduled for a minimum of twenty (20) hours per week provided:

- (a) such schedule of hours are available in the employee store;
- (b) the employee is available to work the available hours; and
- (c) the employee has the ability to perform the normal requirements of work available.

5.04 Where the schedule of hours is such that all employees with ten (10) years of continuous part-time service who desire to work a minimum of twenty-four (24) hours or for employees with five (5) or more years of continuous part-time service who desire to work a minimum of twenty (20) hours per week are not able to do so, the minimum schedules will be allocated in order of seniority. The employees who, as a result, do not obtain the minimum schedule, will be scheduled in order of length of service for the maximum number of hours available.

An employee with ten (10) or more years of continuous part-time service who elects not to accept the minimum schedule of twenty-four (24) hours per week or an employee with five (5) or more years of continuous part-time service who elects not to accept the minimum schedule of twenty (20) hours per week will be locked into such decision for a period of six (6) months.

An employee with less than five (5) years of continuous part-time service will be scheduled for the remaining available hours taking into consideration the employee's length of continuous part-time service and the employee's ability to perform the normal requirements of the work.

In the event the scheduling threshold provided an employee with five (5) or ten (10) years' service cannot be satisfied within the employee's regularly scheduled department the employee shall be provided the opportunity of working additional hours to those thresholds provided a qualified employee is not available and the Company would otherwise be required to hire and train an employee.

5.05 Non-student employees who ~~are~~ scheduled or called and who report for work shall receive no less than four (4) hours' work, or pay in lieu thereof.

Student employees who are scheduled or called in and report for work shall receive no less than three (3) hours' work, or pay in lieu thereof except at stores that are not open for night shopping. In such cases, student employees shall receive no less than two (2) hours' work, or pay in lieu thereof.

5.06 An employee may work a split shift by mutual agreement between the Company and the employee.

5.07 MEAL AND REST PERIODS

Meal periods shall be one (1) hour duration when the store is open. This period may be reduced by mutual agreement between management and the individual employee.

Employees scheduled three and one-half (3-1/2) hours or more in any one (1) day shall receive one (1) rest period with pay. Employees scheduled seven (7) hours or more in any one (1) day shall receive two (2) rest periods with pay. Employees scheduled ten and one-half (10-1/2) hours or more in any one (1) day shall receive three (3) rest periods. Rest periods shall be of fifteen (15) minutes duration and scheduled by the Company as near as possible to the midway point of the work period.

The times of such rest and meal periods shall be scheduled by the Company but in no event shall an employee be required to take a rest period within one (1) hour of his starting or quitting time or within one (1) hour of his lunch period.

No employee shall work more than five (5) hours without a meal period.

The Company agrees not to schedule an employee's meal period prior to the completion of two and one-half (2-1/2) hours of work.

5.08 GENERAL

In the event an employee is required by the Company to transfer to another store he shall retain his accumulated seniority.

5.09 In the event a store is sold or franchised, part-time employees with five years' continuous service at the time of sale or franchise shall be entitled to transfer to a store of their choice by seniority. At no time shall the number of part-time employees thus transferring to any one store constitute more than ten percent (10%) of the number of part-time employees of that one store. An employee shall be entitled to utilize all accumulated seniority for the purpose of claiming hours.

5.10 The Company shall provide time clocks in each store by which an employee shall record times as required by the Company. This shall be required only at the beginning and at the end of any work shift and at the beginning and at the end of any meal period during that work shift, except where a time limitation of any rest period as set out in Section 5.07, is not being honoured.

5.11 The Company agrees to supply a copy of the Seniority List twice a year, during the months of January and July.

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5.12 In the event a full-time employee's status is changed to part-time, the employee will be granted his length of continuous service with the Company as a new part-time seniority date. (This clause is to be retroactive for employees adversely affected by the staff reductions in 1983 and 1984).

5.13 A part-time employee shall be given the opportunity to apply for any full-time position posted as per section 17.12 of the full-time Collective Agreement and shall be hired in order of most seniority, provided they

qualified to perform the work available, prior to such vacancy being filled by a new hire.

5.14 In the event a part-time non-student works the basic work week for three (3) consecutive months except for replacements due to vacations, accidents, illness, leaves of absence, and maternity leave, the Company determination of the reclassification of an employee shall be made in a reasonable and non-arbitrary manner.

5.15 EMPLOYMENT ADVANCEMENT

Employees who desire to advance to a higher position in the Company shall advise the Company in writing with a copy to the Union, of the position to which they aspire to advance indicating their reasons and qualifications for such advancement. The request shall be forwarded to the Store Manager.

5.16 An employee transferred temporarily from one store to another, shall be reimbursed for reasonable "out-of-pocket" expenses. The travel allowance shall not be less than twenty-five (25) cents per kilometer.

ARTICLE 6.00 — OVERTIME PAY

6.01 All hours worked in excess of eight (8) hours per day or thirty-seven (37) hours in any one week shall be paid at the rate of one and one-half (1-1/2) times the employees regular hourly rate.

6.02 An employee shall be paid double time his regular hourly rate for all hours worked on a Public Holiday as listed in Article 7.00 of this Agreement.

6.03 An employee shall be paid double time for all hours worked on Sunday.

6.04 All overtime work shall be performed only after authorization by the Company.

6.05 The Company agrees to consider seniority of the employees on a shift in a section provided the employee has the ability and is qualified to perform the work in the event overtime is required. The senior employees may accept or refuse the overtime, except in the event where the senior employee(s) is/are the only available employee(s) in the store at the time, who has/have the ability and is/are qualified to do the work of the required overtime.

The Union agrees that the proper operation of the business will require overtime work periodically and that the employees will co-operate fully in the matter.

ARTICLE 7.00 — PAID HOLIDAYS

7.01 An employee shall be entitled to pay for the following specified Holidays:

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

in order to qualify for specified Holiday with pay, the employee must have:

- (a) been in the employ of the Company for three (3) months or more immediately prior to such holiday;
- (b) worked at least twelve (12) days in the previous four (4) weeks; and
- (c) worked his regular scheduled shift preceding and following the holiday.

Providing that the above conditions have been met, the number of specified holiday hours to a maximum of eight (8) that an employee shall be credited within each instance, to be paid at his regular straight-time hourly rate of pay, shall be determined by totalling the number of hours

worked by the employee in the four (4) week period preceding the week of the holiday, and dividing the total by the number of days worked in the same period.

7.02 The employees shall receive the benefit of any additional public holiday that may be proclaimed by the Government during the life of this Agreement.

ARTICLE 8.00 -- VACATIONS

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8.01 Employees shall receive vacation pay as follows:

- (a) Up to one (1) year service as of December 31st; four percent (4%) of annual earnings.
- (b) Over one (1) year service as of December 31st; four percent (4%) of annual earnings.
- (c) Employees with five (5) or more continuous years of service prior to December 31st shall be paid vacation pay the following May in the amount of six percent (6%) of annual earnings.
- (d) Employees with nine (9) or more continuous years of service prior to December 31st shall be paid vacation pay the following May in the amount of eight percent (8%) of annual earnings.
- (e) In the event that an employee leaves the Company for any reason other than termination for cause, they will receive their full vacation pay entitlement in accordance with Section 8.01.

8.02 Vacation pay shall be paid during the month of May.

8.03 Upon written request of the employee at the time that full-time annual vacations are scheduled, employees will be provided time off, without pay, for vacation purposes, to a maximum of two (2) weeks between April 1st and October 31st, unless otherwise mutually agreeable between the Company and the employee.

ARTICLE 9.00 — MANAGEMENT'S RIGHTS

9.01 The management of the Company and the ~~direction~~ of the working force, including the right to plan, ~~direct~~ and control ~~store~~ operations, to maintain the discipline and efficiency of the employees, and ~~to require~~ employees to observe Company ~~rules and regulations~~, to ~~hire~~, ~~lay off~~, or assign employees' working hours, to ~~suspend~~, ~~transfer~~, ~~promote~~, demote, discipline and ~~discharge~~ employees for proper cause ~~are~~ to be the sole right and function of ~~management~~. In exercising these rights the Company shall not discriminate against any employee and shall give full consideration to the rights of the employee.

The Company shall be the sole judge ~~as~~ to the merchandise ~~to be~~ handled in its ~~stores~~.

The foregoing enumeration of management ~~rights~~ shall not be deemed to exclude other functions not specifically covered in this Agreement. The exercise of the foregoing rights shall not alter any of the specific provisions of this Agreement.

ARTICLE 10.00 — EMPLOYEE AND UNION CO—OPERATION

10.01 The employees ~~agree~~ to uphold the rules and regulations of the Company in regard to punctual and ~~steady~~ attendance, proper notification in ~~case of necessary~~ absence, conduct on the job, and all ~~other~~ reasonable rules and regulations established by the Company.

10.02 The employees ~~agree~~ to co-operate with the Company in maintaining and improving ~~safe~~ working conditions and ~~good~~ housekeeping of the stores and ~~caring~~ for equipment and machinery through a Joint ~~Safety~~ Committee.

10.03 The Union agrees to co-operate when requested by the Company in correcting inefficiencies of the members which might necessitate discharge.

10.04 The Company agrees that it will not discriminate against any employee for reporting to the Union the violation of any provisions of the Agreement or for performing services on a Union Committee outside working hours.

10.05 The Company agrees to recognize one appointed or elected Store Steward per store, and two (2) appointed or elected Alternate Store Stewards per store. The Company will afford any employee the opportunity of having the Union Steward, or, in the absence of the Union Steward, any other bargaining unit member of the employee's choice in the store present when such employee is to receive an official warning which may lead to dismissal.

10.06 An employee on the negotiating committee shall be paid at his regular base hourly rate, for all hours spent at negotiations sessions with the Company and during which hours he would otherwise have been at work. The negotiating committee shall not exceed two (2) part-time employees.

10.07 Requests for personal leave of absence of three (3) working days or less than be made verbally to the Store Manager. Store management will advise the employee if the leave of absence is granted or denied.

Requests for personal leave of absence for more than three (3) working days shall be made in writing to the Store Manager by the employee concerned and the letter shall indicate in full their reasons for requesting the leave of absence. The granting or denying of the request shall be made in writing to the employee concerned within two (2) weeks of receipt of the request.

10.08 - BEREAVEMENT PAY

When a death occurs in the immediate family (as defined below) and if the funeral is held on a day when an employee (non-student only) is scheduled to work, the employee shall be granted the day ~~off~~ to attend ~~the~~ funeral and be paid at ~~the~~ employee's regular hourly rate calculated at the number of hours to a maximum of ~~his~~ scheduled hours for that day provided he attends the funeral.

The term "immediate family" shall mean spouse, parent, child, brother, sister, mother-in-law, father-in-law, daughter-in-law and son-in-law.

10.09 — JURY DUTY

An employee (non-student only) summoned to Jury Duty on a scheduled workday shall be paid wages amounting to the difference between the amount paid to them for Jury services and the amount they would have earned had they reported to their scheduled ~~assignment~~. ~~This~~ does not apply if the employee is excused from Jury Duty for the rest of the ~~day~~ or days and fails to ~~report back~~ to work, if ~~same~~ is reasonable under the circumstances (one-half (1/2) days or more), or if the Jury Duty occurs on the employee's scheduled day off.

An employee's scheduled day ~~off~~ will not be changed as a result ~~of~~ attendance to Jury Duty.

10.10 An employee appearing ~~as~~ a witness to a court proceeding on behalf of the Company will be ~~compensated as~~ set out in 10.09, except when ~~they~~ appear as a ~~witness on days~~ not scheduled to work. In ~~such event they~~ will be paid a minimum of four (4) hours at their regular hourly rate, and such compensation shall not be considered as payment for time worked.

The employee's scheduled ~~day~~ off will not be changed ~~as a~~ result of attending ~~court~~ on the Company's behalf.

1 For the purpose of 10.09 and 10.10, the "amount they would have earned had they worked" means the employee's regular hourly rate calculated at the number of hours to the maximum of his daily or weekly scheduled hours of work.

10.12 In 10.09 and 10.10 above, the employee will ~~inform~~ the store management promptly of his notice to attend a proceeding. In the event that it is necessary to reschedule employees, it is agreed that time limits regarding scheduling are waived.

10.13 — **PREGNANCY LEAVE**

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A female employee with at least twelve (12) months' continuous employment shall be entitled, upon two (2) weeks' notice in writing of the day she intends to commence her leave of absence, to a pregnancy leave of absence without pay. The notice shall be forwarded to the **Store Manager**, accompanied by a certificate from a qualified medical doctor specifying the expected date of delivery. The leave of absence will terminate ten (10) weeks after the birth. The employee must make application for return to work in no less than six (6) weeks or more than eight (8) weeks following the birth and give the Company two (2) weeks' notice of the day she intends to report. She must provide the Company with a doctor's certificate certifying her to be medically fit to work. Benefits will not accumulate or be paid during pregnancy leave but benefits accumulated prior to said leave shall be ~~main~~ maintained. The employee's accumulated seniority will not be altered as a result of such leave.

ARTICLE 11.00 — NO STRIKE, NO LOCK-OUT

11.01 It is mutually agreed that there will be no strikes, lock-outs, stoppages of work or slowdowns, during the life of this Agreement.

**ARTICLE 12.00 — DISCHARGE OF EMPLOYEE
SUBJECT TO ARBITRATION**

12.01 If an employee is of the opinion that there has been an improper discharge and same is not adjusted by mutual agreement and the Union has submitted to the Company a statement of the facts in writing signed by the employee concerned, then such discharge may constitute a grievance to be adjusted through utilizing the procedure under the Grievance and Arbitration sections of this Agreement.

12.02 Any employee may be discharged at the sole discretion of the Company during his probationary period.

ARTICLE 13.00 — BUSINESS AGENTS' VISITS

13.01 The authorized business agent or representatives of the Union shall be permitted, after receiving permission from the Store Manager, (permission will not be unreasonably withheld) to talk with any employee regarding Union matters, during regular working hours. All interviews in excess of five (5) minutes shall not be on Company time.

**ARTICLE 14.00 — ADJUSTMENT
OF GRIEVANCES**

14.01 Any complaint, disagreement or difference of opinion between the Company and the Union or the employees covered by the Agreement, which concerns the interpretation, application, operation or alleged violation of the terms and provisions of this Agreement, shall be considered as a grievance.

14.02 Any employee, the Union or the Company may present a grievance. Any grievance which is not presented

Within fourteen (14) days following the event giving rise to each grievance, or within ten (10) days of the last day worked in the case of a dismissal shall be forfeited and waived by the aggrieved party.

14.03 All grievances except those submitted by the employee to his immediate supervisor and/or Store Manager shall be submitted in writing and shall clearly set forth the matters in dispute. Within seven (7) days thereafter, the Company shall reply in writing.

14.04 The procedure for adjustment of a grievance by an employee, shall be as follows:

STEP ONE:

By a discussion between the employee, the Steward and the employee's immediate Supervisor and/or Store Manager.

Failing a satisfactory settlement and within five (5) days thereafter, the employee may submit a written grievance to the Store Manager. Within the seven (7) days immediately following submission of the written grievance, the Store Manager shall reply in writing and failing a satisfactory settlement, then:

STEP Two

The Union Representative, or Representatives ~~may~~ take the matter up with the Company's official designated by the Company to handle labour relations matters. If a satisfactory settlement cannot be reached within fifteen (15) days (excluding Saturday and Sunday) the matter shall be referred to an Arbitration Board as per Article U. A grievance *can* be submitted to Arbitration only within twenty-five (25) days from the date of the Company's Step Two answer. Any unresolved grievance not submitted to Arbitration within the twenty-five (25) days shall be rendered null and void. It is agreed that under unusual

circumstances, an employee ~~may~~ take ~~his~~ alleged grievance directly to the Union.

When an employee's work performance is such ~~that it~~ may lead to discipline or discharge and is the subject of discussion between the employee and the Company, the Union ~~Steward~~ shall be present.

14.05 The employee shall be given a ~~copy~~ of reprimands, suspensions or notice of discharge which ~~are~~ to be entered in the employee's personnel file.

ARTICLE 15.00 — BOARD OF ARBITRATION

15.01 If the Union and the Company Representatives cannot reach an adjustment, upon request ~~of~~ either party, the grievance shall be submitted to a Board of Arbitration composed of ~~three~~(3) members, or a Chairman ~~only~~ if agreeable to both parties.

15.02 The Company ~~and~~ the Union shall each select one (1) member and the third member shall be elected ~~by~~ mutual agreement of the ~~two~~ (2) members first ~~elected~~. The third member shall be impartial and possess skill ~~and~~ knowledge of labour management relations. ~~The~~ third member shall act as Chairman of the Board. If agreement cannot be reached within fifteen (15) calendar days (excluding ~~Saturdays~~ and Sundays) in respect to the appointment of the Chairman of the Board of Arbitration, the matter shall be ~~referred~~ to the Minister of ~~Labour~~ for the Province of Ontario who shall appoint one. ~~No~~ person involved directly in the controversy under consideration shall be a member of the Board of Arbitration.

15.03 The Board of Arbitration shall receive and consider such material evidence and contentions as the ~~parties~~ may offer and shall make such independent investigation that it deems essential to a full understanding and

termination of the issue involved. In reaching its decision, the Arbitration Board shall be governed by the provisions of this Agreement.

15.04 The Board of Arbitration shall not be vested with the power of change, modify, or alter any of the terms of this Agreement. All grievances submitted shall present an arbitrable issue under this Agreement and shall not depend or involve an issue or contention by either part which is contrary to any provision of this Agreement, or which involves the determination of a subject matter not covered by or arising during the term of this Agreement.

15.05 The findings and decisions of the Board of Arbitration on all arbitrable questions shall be binding and enforceable on all parties.

15.06 It is the intention of the parties that this Article shall provide a peaceful method of adjusting grievances so that there will be no suspension or interruption of normal operations as a result of any grievance.

15.07 The parties shall act in good faith in proceeding to adjust grievances in accordance with the provisions in this Article.

15.08 The expense of the Chairman of the Board shall be borne equally by the parties to the Arbitration.

ARTICLE 16.00 — CASH SHORTAGES

16.01 No employee may be required to make up cash register shortages unless he is given the privilege of checking the money and daily receipts upon starting and completing the work shift, and unless the employee has exclusive access to the cash register during the work shift, except as specified below.

16.02 No employee may be required to make up register shortages when Management exercises the right to open

the register during the employee's work shift, unless the register is opened in the presence of the employee and the employee is given the opportunity to verify all withdrawals and/or deposits.

ARTICLE 17.00 — UNION DECAL

17.01 The Company agrees to display the official Union decal of the United Food and Commercial Workers International Union in a location where it can be seen by customers.

ARTICLE 18.00 — HEALTH AND WELFARE

18.01 The Company shall be entitled to have an employee examined by any medical practitioner at the Company's expense. The Company's doctor shall endeavour to consult with the employee's personal physician as to the employee's physical condition. No employee shall be required to undergo a medical examination on his day off or after regular work hours.

In cases where there is a dispute between the Company's doctor and the employee's doctor as to the employee's condition, the Company and Union will select an independent doctor (specialist) who will examine the employee and render a decision as to the employee's condition. The independent doctor's decision shall be binding on the Company and the Union and the employee. This cost of the doctor shall be borne by the Company and the Union on a 50/50 basis.

18.02 — U.F.C.W. TRUSTEED DENTAL PLAN (ONTARIO)

Effective 3 January 1988, the Company shall make a direct contribution to the Trusteed Dental Plan of fourteen (14) cents per hour and effective 23 October 1988

Contribution shall be fifteen (15) cents per hour for a straight-time hour of actual work in respect of all employees in the Bargaining Unit. The contributions will be forwarded to the Trust established by a Board of Trustees made up of an equal number of Company and Union members.

The Plan will be controlled by the Board of Trustees and the maximum coverage payment of claims shall be as determined from time to time by the Board of Trustees.

It is agreed that in the event the Government of Canada or the Province of Ontario provides a non-contributory Dental Care Plan with similar benefits, the Company's obligations to continue contributions to the Dental Plan shall cease. It is further understood, should a Government Plan create duplicate benefits, then these benefits shall be deleted from the Dental Plan and the Company's contribution in respect to the cost of these benefits shall cease.

**18.03 — CANADIAN COMMERCIAL WORKERS
INDUSTRY PENSION PLAN**

Effective 31 December 1989 the Company shall be a participant in the Canadian Commercial Workers Industry Pension Plan for all employees covered by this Agreement at a contribution of

forty-one (41) cents per hour, and

Effective 29 December 1991, forty-seven (47) cents per hour.

Also, effective 26 August 1985 and solely to retire any past service liability, a contribution in addition to one or more of the foregoing future service contributions, of seven (7) cents per hour.

The Company shall contribute in respect of hours paid for time worked and hours paid for time not worked due to sickness, vacations and public holidays (excluding Weekly Indemnity). The maximum number of such paid

hours in a week for any employee shall be the number of hours in the basic work week pursuant to Article of this Agreement.

The maximum pension benefit level under the Plan for service prior to entry into the Plan for employees of the Company shall be \$21.00 per month for each year of credited service with the Company prior to entry into the Plan to a maximum of twenty (20) such years of credited service.

The cost of the past service benefit for the Company's employees who are members of the bargaining unit effective date of entry into the Plan of 1 January 1979, and who were members of the Plan prior to 26 August 1985, shall be actuarially determined as at the time of entry and at intervals of not more than three (3) years thereafter and shall be paid by the Company to the Fund, on the basis of seven (7) cents per hour paid or worked by employees.

A tally-of contributions along with a list of employees in respect of whom contributions have been made, the amount of the weekly contribution for each employee and the number of hours worked or paid according to the above, shall be forwarded by the Company within the twenty-one (21) days after the close of the Company's four (4) week accounting period. The Company shall pay interest at the rate established by the Trustees on all contributions not remitted as stipulated above.

The Company shall cease making contributions for past service benefits immediately that the past service liability is paid. Such contribution shall be retained by the Company.

The Company shall sign a participation Agreement with the Trustees of the Fund and thereafter is a party to the "Agreement and Declaration of Trust" establishing the Fund.

Rev P 01 8 88

14 - ONTARIO HEALTH INSURANCE PLAN

Effective 23 October 1988, the Company shall reimburse employees with five (5) years of service who have worked six hundred (600) hours in the previous calendar year for seventy-five percent (75%) of the cost of single O.H.I.P. coverage. Payments will be made on a quarterly basis upon proof of purchase.

18.05 Effective 1 January 1991, an employee with five (5) years of continuous service shall be reimbursed fifty percent (50%) of the cost of eye glass lenses and/or contact lenses and/or eye glass frames, to a maximum of one hundred and twenty-five dollars (\$125.00) in any twenty-four (24) month period. This coverage shall apply to the employee only and not to any other family member.

ARTICLE 19.00 - CHRISTMAS BONUS

19.01 A Christmas Bonus shall be paid to employees on the same basis as it is paid elsewhere in the Company in any given year.

If a store is sold or franchised to an employer other than the Oshawa Foods Division of The Oshawa Group Limited, the following shall apply for that store:

- (a) All part-time employees on the payroll of the Company as of December 1st in any year who have completed six (6) months' continuous service with the Company, shall be entitled to a Christmas Bonus of fifteen dollars (\$15.00) payable on or before December 15th.
- (b) All part-time employees on the payroll of the Company as of December 1st in any year who have completed twelve (12) months' continuous service with the Company shall be entitled to a Christmas Bonus of twenty-five dollars (\$25.00) payable on or before December 15th.



ARTICLE 20.00 — EXPIRATION AND RENEWAL

20.01 This Agreement shall remain in full force until 5 July 1992, and shall continue in full force thereafter from year to year, except either party may upon *not* more than ninety (90) days, and not less than thirty (30) days before the expiry date, or renewal date of such agreement, give notice in writing to the other party of its intention to revise or abrogate this Agreement.

SIGNED THIS 18th DAY OF MARCH 1991.

FOR THE UNION:

Cindy Gibb
Maxine Caron
Bonnie Fontaine
Rick Williams
Frank Palmer
Jim Hastings

FOR THE COMPANY:

Al Boulé
Mel McMurter
Karen Valko
~~Norm~~ Marchi
David H. Joffe

APPENDIX "A"

Effective 3 July 1988 an employee actively employed on the Company payroll prior to 21 October 1990 shall receive an hourly rate increase of one dollar (\$1.00) to his hourly rate of pay.

Effective 30 June 1991, an employee actively employed on the Company payroll shall receive an increase of forty (40) cents to his hourly rate of pay.

Effective 1 January 1992, an employee actively employed on the Company payroll shall receive an increase of forty (40) cents to his hourly rate of pay.

A.2 HOURLY RATES OF PAY

	Employees Hired Prior to Ratification 1978		Employees Hired Prior to 26 October 1986			Employees Hired Between 26 October 1986 and 22 October 1988		
	Effective		Effective			Effective		
	23 Oct. 1988	2 July 1989	21 Oct. 1990	30 June 1991	1 Jan. 1992	21 Oct. 1990	30 June 1991	1 Jan. 1992
START								
3 MONTHS								
6 MONTHS								
9 MONTHS								
12 MONTHS								
18 MONTHS						\$ 7.91	\$ 8.16	\$ 8.41
24 MONTHS						8.78	9.06	9.34
30 MONTHS						9.57	9.88	10.19
36 MONTHS						10.41	10.75	11.09
42 MONTHS						11.11	11.48	11.85
48 MONTHS	\$12.30	\$12.90	\$12.85	\$13.25	\$13.65	12.85	13.25	13.65

A.2 HOURLY RATES OF PAY (cont'd)

	Employees Hired Prior to Ratification 1978		Employees Hired Prior to 26 October 1986			Employees Hired on or after 21 October 1990		
	Effective		Effective			Effective		
	23 Oct. 1988	2 July 1989	21 Oct. 1990	30 June 1991	1 Jan. 1992	21 Oct. 1990	30 June 1991	1 Jan. 1992
START						\$ 5.50	\$ 5.75	\$ 6.00
6 MONTHS						5.74	5.99	6.24
12 MONTHS						6.20	6.40	6.55
18 MONTHS						6.58	6.78	6.93
24 MONTHS						7.22	7.42	7.52
30 MONTHS						8.02	8.22	8.32
36 MONTHS						8.98	9.13	9.23
42 MONTHS						10.30	10.40	10.50
48 MONTHS					<i>Parse</i>	12.80	13.20	13.60

Employees at the former three (3) and nine (9) month rates shall proceed to the next progression step.

A.3 OFF-SCALED EMPLOYEES

In the event that any increase as a result of the general increase results in an employee being on an off-rate within his classification, they will move to the next higher increment scale when their experience and service warrant such an increase.

MEMORANDUM OF AGREEMENT

Between

The Oshawa Foods Division of
The Oshawa Group limited,
(hereinafter referred to as the "Company")

and

United Food & Commercial Workers,
Local 175, chartered by the United
Food & Commercial Workers International Union
(hereinafter referred to as the "Union")

and with specific reference to the current Collective Agreement executed between the parties on the 21st of October 1990 and to which Collective Agreement the following shall apply:

"In the event that Sunday work is necessary it shall be offered on a voluntary basis. In the event Sunday becomes a lawful business day, the parties shall negotiate the premium provision applicable to Sunday work and failing settlement, the matter shall be submitted to binding arbitration."

FOR THE COMPANY:

David H. Joffe

FOR THE UNION:

Jim Hastings

Date: March 18, 1991

Date: March 18, 1991

Mr. Jim Hastings
United Food & Commercial Workers
Local 175
#302 — 61 International Blvd.
Rexdale, Ont.
M9W 6K4

21 October 1990


Dear Sir:

This shall confirm that a Part-Time employee shall not be assigned "Key Person" duties.

Yours truly,

David H. Joffe
Vice President
Industrial Relations

/fl



Mr. Jim Hastings
United Food & Commercial Workers
Local 175
#302 — 61 International Blvd.
Rexdale, Ont.
M9W 6K4

21 October 1990

Re: Labour Dispute of Suppliers


Dear Sir:

In the event of a labour dispute involving suppliers represented by United Food & Commercial Workers, Local 175, the Company shall meet with the Union and discuss the situation.

Yours truly,

David H. Joffe
Vice President
Industrial Realties

/fl



Mr. Jim Hastings
United Food & Commercial Workers
Local 175
#302 — 61 International Blvd.
Rexdale, Ont.
M9W 6K4

21 October 1990

Re: Outstanding Grievances

Dear Sir:

Prior to filing for arbitration either party may request that a meeting be held to discuss the outstanding grievance.

Yours truly,

David H. Joffe
Vice President
Industrial Realitions

/fl

TORONTO-NIAGARA REGION



James Hastings
Union Representative
A&P Chairman



Frank Kelly
Union Representative



Jay Nair
Union Representative



Teresa Suppa
Union Representative



Harry Sutton
Union Representative

REGIONAL OFFICE:
2200 Argenta Road
Mississauga, Ontario L5N 2K7
Phone. (416) 821-8329 Fax (416) 821-7144
Toll-free outside Metro Toronto
(800)565-8329

MID-NORTH REGION



Jerry Clifford
Union Representative



James W. Andress
Regional Director



Joe Daignault
Union Representative



Ian Miller
Union Representative



Don Morin
Union Representative



Ian Reilly
Co-ordinator,
Industrial &
Service Division

REGIONAL OFFICE:

81 Mill Street, Box 150, Frankford, Ont. K0K 2C0
Phone: (613) 398-6156 fax: (613) 398-8665
wants: 1-800-267-8046

ORGANIZING TEAM

(416) 821-8329

(800) 565-8329



Mary Duchesne
Coordinator,
Organizing



Swan Bayne
Organizer



John Clark
Organizer



Michael Duden
Organizer



C. W. Richardson
Organizer

TECHNICAL OPERATIONS

(416) 821-8329 (800) 565-8329



Ian Anderson
Staff Lawyer



Patrick Hayes
Communications



Julia Noble
Staff Lawyer &
Benefits Co-ordinator



Herb MacDonald
Benefits Department



Maureen McCarthy
Benefits Department



WHAT IS A UNION STEWARD?

A Union Steward is an elected **front-line representative** of the United Food and Commercial Workers. It is his or her duty to give you advice on your rights and to represent you to management in the first stage of the grievance procedure.

Bring any suspected **violation** of this agreement to the **attention** of the Union Steward as **soon as possible, because time limits may be important in winning your grievance.** A Union Steward cannot work miracles and solve your problem on the spot, but he or she will either give you an answer or find out the answer to your problem by contacting the Union Representative.

Union Stewards are all **volunteers.** They receive no pay for their important work and have a lot of responsibility. Treat them with consideration, as you would any friend who tries to assist you.

Never ask your Union Steward to look into a violation of your contract rights unless you are willing to file a grievance if **necessary.** Their time is as important as yours. Your Steward can assist you in winning your rights under this collective agreement, but only if you are willing to **see** it through.

Despite the trouble involved in the job, **being** a Union steward can be a rewarding and educational experience. **If** you're not afraid to ask that your legal contract rights be respected by management and if you also enjoy helping people, talk to your Union Representative. You might make a good Union Steward.

UNION SCHOLARSHIPS FOR HIGHER EDUCATION

Education at colleges and universities is a social investment in the future which yields the greatest returns.

Scholarships can help. The United Food and Commercial Workers Union have three scholarship programs available to all members and their children. The International Union annually awards \$80,000 to 22 applicants across North America. These are the James A. Suffridge Fund and the Earl W. Jimerson Scholarship.

UFCW Canada also awards a number of William J. Beggs, Fred Dowling and Romeo Mathieu Scholarships every year to Canadian members and their children. These grants are worth \$500 each.

UFCW Locals 175/633 award Mattie McKay and Pat Thompson Scholarships worth up to a maximum of \$750 each.

Local members have been frequent scholarship winners in the past and it is hoped that this good fortune will continue. In order to compete, applications must be sent in well ahead of time.

Application for the UFCW International Union Scholarships must be submitted by September 31 if you plan to enter a post secondary institution.

For the Beggs, Dowling, Mathieu Scholarships, you must apply before September of the year you first enter college or university.

The deadline for the Mattie McKay-Pat Thompson Scholarship is August 1 of the year you plan to enter post secondary education.

There are a limited number of scholarships available, so everyone who needs and deserves one will not get one. However, you will never get one unless you apply. Call or write the UFCW, Locals 175/633, Education Committee for details.

Good Luck



THE OCCUPATIONAL HEALTH & SAFETY ACT

Most work-related disabilities can be avoided if both management and workers live up to their responsibilities under Ontario's Occupational Health and Safety Act. Here is a quick guide to the Act (Bill 70). For details, refer to the Act itself, which is found in the small green book which must be posted in every workplace.

Employer's Duties

- Among **other** things, **the employer must:**
 - Provide information, instruction and training so that the employee can work in a safe manner.
 - Acquaint the worker with any workplace hazard.
 - Appoint a competent person as supervisor.
 - Co-operate with and assist the health and safety committee and representative.
 - Take every precaution reasonable for the protection of the worker.

Supervisor's Duties

In stores, the Supervisor is normally the Store Manager. He must:

- Ensure that the worker works in a safe manner and **uses** all the equipment, protective devices or clothing that is required.
- Advise a worker of any potential or actual danger to health and safety.
- Provide written safety instructions, where required.
- Be familiar with the Act and regulations.

Note: Department Heads in the bargaining unit must also ensure that workers work in a safe manner, as above, but they **cannot** discipline workers who refuse, for example, to wear safety equipment. If a meat manager is unable to convince a fellow worker to wear a mesh apron when he is required to do so, he should simply report the situation to the Store Manager.

Workers' obligations

- Use all safety equipment and wear all protective clothing required by the employer.
- Report any potentially unsafe condition or defect in safety equipment to your Supervisor.
- Obey the Health and Safety law and all regulations and report any violations of the law or regulations to your Supervisor.

Workers may not:

- Remove or turn off any safety device.
- Use any equipment or work in a manner which may endanger yourself or another worker.
- Engage in horseplay of any kind.

The Right to Refuse Unsafe Work

If you encounter an unsafe condition at work, your first obligation is to report it to your Supervisor. Once you have done that, you may refuse to work at a job or task where you have reason to believe that:

- Any machine or equipment you are supposed to use is likely to endanger yourself or another worker, or
- The condition of the workplace itself is hazardous.

You must promptly notify your Supervisor of your refusal. He must then investigate the matter in your presence and that of a health and safety representative of the workers (normally the Steward or a member of the Health & Safety Committee). If the Supervisor orders you back to work and you are still not satisfied that the job is safe, you may continue to refuse to work, provided you have reasonable grounds to believe the condition still constitutes a hazard.

At this point, the Inspector from the Ministry of Labour must be called in. While you are waiting for him, the Supervisor can request that someone else perform the job provided that he is informed that the job was refused and the reasons for the refusal. This second worker also has the same right to refuse. The refusing worker may be assigned reasonable alternative work, subject to the Collective Agreement.

Decision of the Inspector is final. Although his order may be appealed, you must return to the job if he so orders, pending the outcome of such appeal.

WORKERS' COMPENSATION

The Workers' Compensation Board (WCB) is an employer-paid insurance program that protects workers against loss of income due to job-related disabilities. Here are answers to the most commonly asked questions about WCB benefits:

What do I do if I have an accident at work? All accidents, even minor ones, must be reported to management immediately. If the accident is serious enough to leave work, you must seek medical attention as soon as possible. Accidents which only require a short recovery period or simple first aid must be recorded in the first aid book, which every workplace is required by law to have.

What forms must be filled out to receive compensation? Two forms are essential in order to receive WCB benefits. First, the yellow "Employer's Report of Accident or Industrial Diseases" must be filled out by management if, and only if:

- (a) You consult a doctor about your work-related disability, and/or
- (b) You lose work time beyond the day of the accident.

Please note that you do not have to actually lose time from work in order to initiate a WCB claim. Even if you consult a doctor and are sent back to work the next day, your employer must file their report. This is known as a "No Lost Time" claim.

The second form is a pink form called "Doctor's First Report". There should be a supply of these at your workplace and most doctors and hospitals will have them as well. This is filled out by your doctor at the time of your first visit for your disability. The doctor sends this form directly to the WCB.

What are WCB benefits worth? Once your claim is allowed, you will receive 90% of your net pre-accident earnings. WCB benefits are non-taxable. Maximum insurable earnings are now \$42,000.00 yearly. WCB cheques are sent every two weeks. A normal accident claim will take from four to six weeks to process before you begin receiving benefits, assuming that the two important forms are submitted right away.

How long do WCB benefits last? Most people who have workplace accidents are back to work within six weeks. Serious injuries can take months or even years to recover from. For between one year and eighteen months if you are judged to be totally disabled and the disability is considered temporary, the WCB will continue to pay benefits. After that, a wage loss system will begin. If you are permanently injured, the WCB can award you a very small permanent pension for the pain and suffering caused by the injury and some wage loss compensation.

If you are injured after January 2, 1990, you have a right to re-employment after the injury. This right lasts for two years. Even if you have permanent limitations on your ability to work, you still have the right to return to work. There are four steps in this process.

1. If you can do your old job without any restrictions, your employer has to offer it to you.
2. If you could do your old job if it were modified, then that has to be done.
3. If you can't do your old job even if it were changed, then your employer has to offer you another job.
4. If you can do another job if it were modified, then your employer is required to do this.

What if I have a health problem that is caused by my job but I didn't have an accident at work? Back problems, tendonitis, carpal tunnel syndrome, Ring & Bag syndrome, etc., are just a few of the work-related disabilities suffered by UFCW members. If you feel you may be in the non-accidental work-related disability category, first consult your doctor. If he or she agrees that your problem is or is likely to have been caused by your job, a Doctor's First Report should be submitted right away. Inform your employer of your doctor's opinion and ask that the Employer's Report of Accident or Industrial Disease be submitted. Your employer cannot refuse to fill out this form. Only the WCB can decide whether or not you have a legitimate claim.

What happens if my claim is turned down by the WCB? You can appeal an adverse decision by the WCB. The Union will assist you and represent you, without charge. Do not consult a lawyer, since their services are not free. The Union employs WCB experts to help you.

Wouldn't I be better off claiming sick pay? In most cases, NO. However, if you have a non-accidental disability which requires you to take time off from work, consult the Union for advice.

Does the WCB cover part-timers? Yes. The same rules and benefits apply, regardless of the number of hours you work per week.

What if my benefits are late or are cut off for some reason? Contact the Union office without delay. All WCB enquiries are treated in the strictest confidence.

Remember Never let management talk you out of filing a WCB claim. You may regret it later, when your disability won't go away. It is illegal for management to interfere with your right to make a WCB claim. If you have any problems or concerns, contact the Union office.



UNEMPLOYMENT INSURANCE

Unemployment Insurance is not welfare. It is a **system** of providing partial income replacement for **people** who have an **interruption** of earnings. **Both you and your employer** pay weekly premiums to the Unemployment Insurance Commission and you are **entitled to benefits** if you **meet** certain eligibility requirements. You should apply for U.I. benefits if you fall into one of the **following categories**.

• **Laid off** — If you are out of work due to **lay-off** and you have worked **20 weeks** during the last 52 weeks, you are eligible for benefits. If you **worked** between fourteen and nineteen **weeks**, you may be **eligible** and should still **make a claim**. You receive no money for the first two week of **lay-off** and your benefits **will** continue for up to **52 weeks**. Your maximum **benefit** period may be **less than 52 weeks**, depending on a number of factors.

Discharged or Quit — Same eligibility **rules** as for lay-off, but the **two-week** waiting period **can be** extended to thirteen **weeks** if you were fired for **just CAW** or quit without a **good** reason. You may **appeal** an extension of your waiting period. Contact the Union if you **want** assistance with this **appeal**.

Sickness — You must have worked at **least 20 week** during the last 52 and your **benefits will** continue for a maximum of 15 weeks. A **doctor's report** is **necessary** to obtain U.I. Sickness benefits.

Pregnancy — 15 weeks of benefits are **payable** when you **take** your **maternity** leave, provided you apply at the time of leaving. You must have **worked 20 weeks** in the last 52 and there is the same two week waiting period as that imposed on other claimants.

What you need to apply for U.I. benefits:

- A **Record of Employment** from the company. If you have problems obtaining it, inform your local Canada Employment and Immigration Centre (CEIC).
- An **application** for benefits, obtainable at CEIC offices.
- A **doctor's report** for sickness or maternity benefits, also obtainable at CEIC offices.

If you have any questions or problems with U.I.C. call your local CEIC office. If your problems continue, contact the Union office.

