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COLLECTIVE	94	07	03
AGREEMENT			
No. OF EMPLOYEES	700 ✓		
Between	NOMBRE D'EMPLOYÉS		
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**THE OSHAWA FOODS DIVISION
of
THE OSHAWA GROUP LIMITED**

and

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

Expiry Date: July 3, 1994

04308005)

COLLECTIVE AGREEMENT

(Full-Time)

EXPIRY 3 July, 1994

EXECUTED THIS 21st DAY OF DECEMBER 1992.

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

Zone A
6161 Thorold Stone Road, Niagara Falls

Zone B
2201 Brant St., 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 2.02 — UNION ESTABLISHMENT

2.01 Employees shall make application for membership in the Union at the time of hiring and the Company shall forward such application 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 pari-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 employees 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

ition shall lose all seniority and all rights to further accrual
seniority, immediately upon such transfer.

5:02 An employee work schedule shall be posted by **Thurs-**
day 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 Representa-
tive of Local 175 will be permitted to peruse the work sched-
ule, 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 continu-
ous part-time service will be scheduled for a minimum of
twenty-four (24) hours per week, such hours to be scheduled
over five (5) days, provided the criteria in sub-sections (a) --
(c) are satisfied. SS
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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's
store;
- (b) the employee is available to work the available hours;
and
- (c) the employee has the ability to perform the normal re-
quirements 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 in and who report for work shall receive no less than four (4) hours' work, or pay in lieu thereof.

ident 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.

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

4 In the event a part-time non-student works the basic work week for three (3) consecutive months except for re-placements 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 employee’s 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 New Year's Day Canada Day Thanksgiving Day
Good Friday Civic Holiday Christmas Day
Victoria Day Labour Day Boxing 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.

n employee with five (5) years' continuous service shall be paid six (6) hours provided he has otherwise qualified for Holiday Pay.

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 % !

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 year 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 employees.

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 employees.

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

The foregoing enumeration of management's 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

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. The Company and the Union agree that the provisions of the Human Rights Code shall apply.

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 shall 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, grandparent and grandchild.

10.09 JURYDUTY

An employee (non-student only) summoned to Jury Duty on a scheduled work day 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) day 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.

employee's schedule will not be changed as a result of ...ending to court of the Company's behalf.

10.11 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 AND ADOPTION LEAVE

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.

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

The pregnancy leave of an employee shall be no less than seventeen **(17)** weeks in duration.

The pregnancy leave of an employee shall end no later than seventeen **(17)** weeks after the date of the birth.

The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends.

Parental leave ends a maximum of eighteen **(18)** weeks after it begins.

Parental/Pregnancy leave forms referred to above shall be posted on the bulletin boards of the employer.

ARTICLE 11.00 — NO STRIKE, NO LOCKOUT

11.01 It is mutually agreed that there shall be no strikes, lockouts, stoppage of work or slowdowns during the life of this Agreement.

ARTICLE 12.00 — DISCHARGE OF EMPLOYEES 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 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 of alleged violation of the terms and provisions of this Agreement, shall be considered as a grievance.

32 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** such grievance, or within ten (10) days of the last days 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 official designated 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 the Arbitration Board as per Article 15. 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 circum-

stances and employee may take his alleged grievance dire to the Union.

STEP THREE :

Prior to filing for Arbitration either party may request a Step Three meeting to discuss the outstanding grievance. A grievance can be submitted to Arbitration only within twenty-five (25) days from receipt of the Step Three answer.

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 An 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 considera-

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 determination of the issues 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 to 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 party 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 decision 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 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.

92 U.F.C.W. TRUSTEED DENTAL PLAN (ONTARIO)

Effective on ratification, the Company shall make a direct contribution to the Trusteed Dental Plan of sixteen (16) cents per hour for each 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 claim 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 hours.

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) ce 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 5.00 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.

18.04 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 complete 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 3 July 1994~~, 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** 21st DAY OF SEPTEMBER, 1993.

FOR THE **UNION**

FOR THE COMPANY

FRANK PALMER

MEL MCMURTER

RICK WILLIAMS

FRANK DeCARIA

MALCOLM MINGAY

KAREN VALKO

KATHY McCLAFFERTY

NORM MARCHI

HAROLD SUTTON

DAVID JOFFE

APPENDIX "A"

A.1 Effective 3 January 1993 an employee actively employed on the Company payroll prior to ratification shall receive an hourly rate increase of twenty (20) cents to his hourly rate of pay.

Effective 2 January 1994, an employee actively employed on the Company payroll as of the date of ratification shall receive an increase of twenty-five (25) cents to his hourly rate of pay.

A.2 HOURLY RATES OF PAY

	Effective 3 January 1993	Effective 2 January 1994
Start	\$6.35	\$6.35
6 months	6.45	6.45
12 months	6.55	6.55
18 months	6.97	6.97
24 months	7.60	7.60
30 months	8.50	8.50
36 months	9.37	9.37
42 months	10.67	10.67
48 months	13.80	14.05 <i>Basic</i>

Rates of Pay: General Clerk

Start	\$6.35
6 months	6.45
12 months	6.55
18 months	6.97
24 months	7.60
30 months	8.50

CONDITIONS APPLICABLE TO PART-TIME GENERAL CLERKS

All provisions of the current Collective Agreement shall apply save and except the following:

1. **An** employee working as a General Clerk will not work on cash, perform store office functions, work behind the Courtesy Desk or in other specialty/production areas of the store.
2. The General Clerk shall be provided uniforms different in color from other employees and the Company shall ensure they are worn.
3. The General Clerk shall be placed on a separate schedule and seniority list.
4. The Company will not hire and train new part-time employees until existing General Clerks who have requested in writing training or transfers have been given an opportunity to fill such positions by seniority.

Such employee shall then be placed in the part-time wage progression at the next higher rate that provides an increase with accrued seniority.

5. Part-time non General Clerk employees who have not received their entitlement of hours may claim the balance of these hours by seniority in the General Clerk classification and these hours shall be paid at the General Clerk rate of pay consistent with their seniority.
6. In the event a **loss** of business and lay-off or hours reduction becomes necessary, it is agreed that General Clerks' hours shall be reduced or eliminated before other part-time employees are affected.
7. General Clerks shall be limited to performing the following functions -- parcel pick-up, parcelling, bagging, buggy

ollection, price checks, replenishment of parcelling bagging supplies, bottle and can sorting, carry-outs, clean up, sweeping and washing at the front end.

8. In the event the Company violates any of the conditions described in points number "1" and "7", the Company shall be required to eliminate the position of General Clerk in the appropriate store for a period of four weeks upon the third proven grievance violation.
9. Existing non General Clerk employees will not have their regular hours of work reduced as a result of the hiring of new employees into this classification.
10. Existing employees now assigned to perform such work functions as outlined in point number "7" will be reassigned to other departments in the store providing such reassignment does not result in loss of hours or retained in their current job function and wage scale rate until reassigned to other departments or eliminated by attrition.

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.

APPENDIX -- SUNDAY

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 this "Memorandum of Agreement -- 1992" to which Collective Agreement the following shall apply:

"In the event the Company decides to open its stores Sunday **for** shopping it shall be staffed by employees on a voluntary basis and **in** addition to the regular work week. In so deciding the Company shall prior to such opening advise the Union and negotiate and applicable premium rate for Sunday **work**. In the event the Union amends the Sunday premium currently provided in the Collective Agreement with The Great Atlantic and Pacific Company of Canada Limited, the premium applicable between the parties hereof shall be one dollar and sixty cents (\$1.60) **per** hour.

FOR THE UNION:

FOR THE COMPANY

NORM MARCHI

HAROLD SUTTON

Mr. Bud Adam
United Food & Commercial Workers
Local 175
2200 Argentia Road
Mississauga, Ont.
L5N 2K7

16 December 1992

Re: **Key Person**

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

Mr. Bud Adam
United Food & Commercial Workers
Local 175
2200 Argentia Road
Mississauga, Ont.
L5N 2K7

16 December 1992

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 Relations

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Mr Larry Sutton
United Food & Commercial
Workers Union, Local 175
2200 Argentia Road
Mississauga, Ontario
L5N 2K7

September 15, 1993

Dear Sir:

Re: Canadian Commercial Workers
Industry Pension Plan Contributions

The Company agrees to participate and pay the premiums as set out in the Master Agreement for the Canadian Commercial Workers Industry Pension Plan for the term of this Collective Agreement expiring 3 July, 1994.

Yours truly,

David H. Joffe
Vice President
Industrial Relations

The Oshawa Group Limited

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