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SOURCE	Co		
<i>wages</i> EFF.	94	10	30
TERM.	97	07	05
No. OF EMPLOYEES	800		
NOMBRE D'EMPLOYÉS	14		

Between

THE OSHAWA FOODS DIVISION
of
THE OSHAWA GROUP LIMITED.

And

UNITED FOOD & COMMERCIAL
WORKERS
LOCAL 175, AFL-CIO

Expiry Date: 5 July 1997

COLLECTIVE AGREEMENT

(Part-Time)

EXPIRY 5 July 1997

EXECUTED THIS 30th day of October 1994

BETWEEN:

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

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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

(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 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 instalment 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 any three (3) hours in a regular shift shall receive thirty (30) cents per hour in addition to his regular hourly rate of pay 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.

4.06 (a) All hours worked between 10:00 p.m. Saturday to one hour after store closing on Sunday in conjunction with Sunday opening shall be paid at the regular hourly rate of the employee plus a premium of one dollar and sixty cents (\$1.60) per hour.

Any night shift hours scheduled and worked shall, in addition to the above, be paid the "night shift" premium.

(b) Sunday hours worked which are not related to the store opening for business in accordance with the above and which are not part of the employee's regular daily work schedule will be paid at one and one-half times (1-1/2) the regular rate of pay.

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.

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5.03 An employee with five (5) years of continuous 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.

(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 requirements of work available.

Day shift hours will be assigned with preference to seniority, provided the hours are available in the employee's regularly assigned duties.

5.04 An employee with five (5) or more years of continuous part-time service who elects not to accept the minimum schedule of twenty-four (24) hours per week will be locked into such decision for a period of three (3) 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) years' continuous part-time employment 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.

Prior to the Company hiring a new employee, a part-time employee with five (5) consecutive years of part-time employment can request training by seniority in such department other than their own in order to claim additional hours up to the twenty-four (24) hour threshold.

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.

Student employees who are scheduled or called in and

report for work shall receive no less than four (4) 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.

As to the Company hiring off the street, a part-time employee with five (5) consecutive years of part-time employment can request training by seniority in such department other than their own in order to claim additional hours up to the twenty-four (24) hour threshold.

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, franchised or closed, part-time employees with five years' continuous service at the time of sale or franchise or closure 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 fifteen (15) percent 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.

5.14 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 kilometre.

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 In the event a statutory holiday falls on a Sunday, an employee working on the designated day of the statutory holiday shall be paid at the rate of double their regular hourly rate for all such hours.

6.03 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.

6.04 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 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.

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**ARTICLE 7.00
PAID HOLIDAYS**

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

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 or forty-eight (48) hours 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.

An employee with five (5) years' continuous service shall be entitled to 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

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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'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 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. 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) a part-time employee shall receive time off work with pay for an absence from scheduled work, on the day before and the day of the funeral, and be paid at the employee's regular hourly rate of pay calculated at the number of hours to a maximum of his scheduled hours on such days.

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

10.09 JURY DUTY

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.

The employee's schedule will not be changed as a result of attending to court on 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 a 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 interpreta-

tion, application, operation of, 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 such 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 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 circumstances an employee may take his alleged grievance directly to the Union.

STEP THREE:

Prior to filing for Arbitration either party may request a 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 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 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 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

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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 on ratification, the Company shall make a direct contribution to the Trusteed Dental Plan of seventeen (17) 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. Effective July 1, 1995 the Company shall contribute eighteen (18) cents and effective July 1, 1996 the Company contribution shall be increased to nineteen (19) cents.

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:

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

Effective 1 January 1995, fifty-two (52) cents per hour.

Effective 31 December 1995, fifty-five (55.) cents per hour.

Effective 29 December 1996, fifty-eight (58) cents per hour.

Also effective 26 August 1985 and solely to retire 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 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 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 1997, 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 14TH DAY OF SEPTEMBER, 1995.

FOR THE UNION:

Rick Williams
Frank Palmer
Cindy Naderer
Judy Burch
Maxine Caron
Jim Hastings
Michael Fraser

FOR THE COMPANY

Norm Marchi
Terry Parnell
David Joffe

APPENDIX "A"

A.1

- (i) Effective 7 January 1996 an employee actively employed on the Company payroll prior to ratification shall receive an hourly rate increase of twenty five (25) cents to his hourly rate of pay.

Effective 5 January 1997, 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.

- (ii) A part-time employee hired prior to ratification and earning an hourly rate of pay greater than \$10.75 shall have their wages reduced to \$10.75 per hour, however, they shall receive the difference between \$10.75 and their former rate of pay as a lump sum payment for all hours worked at the end of each month so worked for five (5) months from the date of ratification.
- (iii) A part-time employee earning greater than \$10.75 per hour prior to ratification may exercise their option to a voluntary leaving/severance package of seven hundred and fifty (750) dollars per year of service pro rata. Employees eligible for such package shall be given sixty (60) calendar days to accept such package. The offer to accept such package shall then be withdrawn.

A.2 HOURLY RATES OF PAY

EMPLOYEES HIRED PRIOR TO RATIFICATION

	Effective 30 Oct. 1994	Effective 7 Jan. 1996	Effective 5 Jan. 1997
Start	6.70	6.70	6.70
6 months	6.75	6.75	6.75
12 months	6.80	6.80	6.80
18 months	6.97	6.97	6.97
24 months	7.60	7.60	7.60
30 months	8.50	8.50	8.50

**A.2 HOURLY RATES OF PAY
EMPLOYEES HIRED PRIOR TO RATIFICATION
(Continued)**

	Effective 30 Oct. 1994	Effective 7 Jan. 1996	Effective 5 Jan. 1997
36 months	9.37	9.37	9.
42 months	10.67	10.67	10.67
48 months	10.75	11.00	11.25

Rates of Pay: General Clerk

	Effective 30 Oct. 1994	Effective 7 Jan. 1996	Effective 5 Jan. 1997
Start	6.70	6.70	6.70
6 months	6.75	6.75	6.75
12 months	6.80	6.80	6.80
18 months	6.97	6.97	6.97
24 months	7.60	7.60	7.60
30 months	8.50	8.75	9.00

**EMPLOYEES HIRED
SUBSEQUENT TO 30 OCTOBER 1994**

	Effective 30 Oct. 1994	Effective 7 Jan. 1996	Effective 5 Jan. 1997
Start	6.70	6.70	6.70
6 months	6.75	6.75	6.75
12 months	6.80	6.80	6.80
18 months	6.85	6.85	6.85
24 months	6.90	6.90	6.90
30 months	7.33	7.33	7.33
36 months	7.83	7.83	7.83
42 months	8.33	8.33	8.33
48 months	9.00	9.00	9.00
54 months	9.68	9.93	10.18

A.2 (cont'd)

**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 colour 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 collection, 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 Gen-

eral 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 an 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:

Rick Williams
Frank Palmer
Cindy Naderer
Judy Burch
Maxine Caron
Jim Hastings
Michael Fraser

FOR THE COMPANY

Norm Marchi
Terry Parnell
David Joffe

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

30 October 1994

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., Michael Fraser
United Food & Commercial Workers
Local 175
2200 Argentia Road
Mississauga, Ont.
L. K7

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30 October 1994

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

Regular Benefits

Table 1

Entrance requirements

Regional rate of unemployment	Weeks of insurable employment in the qualifying period
6% and under	20 weeks
over 6% to 7%	19 weeks
over 7% to 8%	18 weeks
over 8% to 9%	17 weeks
over 9% to 10%	16 weeks
over 10% to 11%	15 weeks
over 11% to 12%	14 weeks
over 12% to 13%	13 weeks
over 13% to 14%	12 weeks
over 14% to 15%	11 weeks
over 15%	10 weeks

Sickness

You must have worked at least fifteen (15) weeks during the last fifty-two (52), to qualify, and benefits will be paid for a maximum of fifteen (15) weeks. Medical reports are necessary to obtain Unemployment Insurance Sick Benefits.

Maternity Benefits

Up to fifteen (15) weeks of maternity benefits are payable, if the natural mother has twenty (20) weeks of insurable employment. A medical certificate is required, showing the anticipated date of birth. Benefits are payable, eight (8) weeks before expected confinement and this period ends seventeen (17) weeks afterwards.

The maximum you can collect is fifteen **(15)** weeks.

Parental Benefits

Ten (10) weeks of parental benefits may be received by the adoptive or natural parents, either the mother or father or shared between them as they deem appropriate.

Parental benefits may be extended to five **(5)** more weeks in cases where the child is six months of age or older when the child arrives home, and the child suffers from a physical, psychological or emotional condition. These benefits can also be shared by both parents.

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

- A Record of Employment from the company. You must fill out an application for benefits immediately, and you may hand in the Record of Employment later. 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, these forms are 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.