

WINDSOR, ONTARIO

WINDSOR - FOOD, OFFICE & VENDING EMPLOYEES

AGREEMENT

SOURCE	Co		
EFF.	89	09	01
TERM.	92	08	31
No. OF EMPLOYEES	109		
NOMBRE D'EMPLOYÉS	82		

BETWEEN

CANTEEN OF CANADA LIMITED (ONTARIO)
hereinafter called the "Company"
OF THE FIRST PART

AND

RETAIL, WHOLESALE AND DEPARTMENT STORE
UNION, AND ITS LOCAL 414, AFL-CIO-CLC,
hereinafter called the "UNION"
OF THE SECOND PART

TERM:

September 1st, 1989 to August 31, 1992.

0651903

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WINDSOR, ONTARIO

WINDSOR, - FOOD SERVICE, OFFICE & VENDING EMPLOYEES

AGREEMENT

BETWEEN

CANTEEN OF CANADA LIMITED (ONTARIO)
hereinafter called the "Company"
OF THE FIRST PART

AND

RETAIL, WHOLESALE AND DEPARTMENT STORE
UNION, AND ITS LOCAL 414, AFL-CIO-CLC,
hereinafter called the "UNION"
OF THE SECOND PART

WHEREAS, the Union has established to the satisfaction of the Company that it is entitled to represent the employees in the hereinafter described or specified unit as the collective bargaining unit.

1. PURPOSE

The general purpose of this Agreement is to establish mutually satisfactory relations between the Company and its employees at the described unit, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions and wages for all employees **who** are subject to the provisions of this Agreement.

2. SCOPE (WINDSOR, ONTARIO)

2.1 This Agreement shall apply to all employees of the Company working in or out of the County of Essex, Ontario, save and except the following categories: Manager, Assistant Manager on all shifts and those above those ranks, and those employed in the Executive or Confidential capacity or who have authority to exercise discipline over employees on behalf of the Company.

2.2 The Company will, supply the Union with a list of the employees acting in a supervisory capacity and will indicate by appropriate job titles the nature and extent of their authority.

2.3 The Union will supply the Company with the names and positions of its duly elected Officers and Representatives appointed or selected to perform any act in connection with this Agreement.

3. RECOGNITION

The Company acknowledges the Union as the sole and exclusive collective bargaining agent for the Union and recognizes the Union as such for all employees in the said Unit.

4. MEMBERSHIP IN THE UNION

4.1 The Company agrees that with reference to such of its employees who are covered by this Agreement, it will retain in its employ only members in good standing of the Union or those who become members in good standing of the Union within forty five (45) calendar days of employment. The Union agrees that it will not unreasonably deny application for admission to the Union. The Company agrees to notify the Union of all new employees at least every two (2) weeks. The Union agrees to notify the company in writing by registered mail of the name of any employee who is not in good standing of the Union. For purpose of this Article the vending division probationary period will be thirty (30) calendar days.

4.2 The Company agrees that a check-off of all initiation fees, monthly dues and assessments for all employees covered by this Agreement, shall be made on the last pay of each month and such dues along with a list of the employees so deducted shall be submitted to the Union's National Office in Toronto.

5. NO DISCRIMINATION

5.1 The Company agrees that there shall be no discrimination, interference, restraint or coercion exercised or practiced by the Company, or by any of its representatives, with respect to any employee because of membership in, or connection with the Union.

5.2 Work normally assigned to employees in the bargaining unit will not be performed by supervisory personnel, except when necessary to afford instruction to employees, to maintain service for temporary periods when qualified non supervisory employees are not available and a conscientious effort has been made to locate them. It is the intention of the Company to advise the Union when such action takes place.

6. NO COERCION

The Union agrees that there will be no intimidation, interference, restraint or coercion exercised or practiced upon employees of the Company by any of **its** members or representatives.

7. RESERVATION OF MANAGEMENT RIGHTS

The Union acknowledges that it is the exclusive function of the Company to:

7.1 Maintain order, discipline and efficiency.

7.2 Hire, discharge, transfer, classify, promote, demote or discipline employees provided that any claim of discrimination, in promotion, demotion, transfer or claim that any employee has been discharged or disciplined without reasonable cause may be subject of a grievance and dealt with as hereinafter provided.

7.3 Generally to operate and manage its business in all respects in accordance with its obligations and in pursuance of its policies and to make from time to time rules and regulations to be observed by the employees. Such rules shall be reasonable and will be discussed with the Committee prior to becoming effective; such rules shall be in writing.

7.4 Transfer of an employee from his present branch to another branch of the Company will be on a voluntary basis,

8. UNIT CHAIRPERSON

8.1 The Company acknowledges the right of the Union to appoint or otherwise select one Food Service Employee Unit Chairperson and one Office/Vending Chairperson. These Unit Chairpersons or in their absence, the Vice Chairperson will represent the employees in Essex County.

8.2 The Food Service Chairperson or in his absence the Vice Chairperson will be granted eight (8) hours leave of absence with pay at his regular rate plus C.O.L.A. during his normal working hours once every two weeks. Such leaves of absence are granted to enable the Unit Chairperson to deal with union business and will be arranged with the Customer Service Manager at least three (3) days in advance, by mutual agreement. The Unit Chairperson or in his absence the Vice Chairperson shall be paid for all meetings with management. Union time will not be charged on the over time schedule.

8.3 The Office/Vending Chairperson or in his absence the Vice Chairperson will be granted four (4) hours leave of absence with pay at his regular rate plus C.O.L.A. during his normal working hours once in every calendar month. Such leaves of absence are granted to enable the Unit Chairperson to deal with union business and will be arranged with the Branch Manager at least three (3) days in advance, by mutual agreement. The Unit Chairperson or in his absence the Vice Chairperson shall be paid for all meetings with management. Union time will not be charged on the over time schedule.

9. UNION COMMITTEE

9.1 The Company acknowledges the right of the Union to appoint or otherwise select a Committee of not more than seven (7) employees of the Company plus the Unit Chairpersons and will recognize and deal with the member of the said Committee with respect to any matters which properly arise from time to time during the term of this Agreement, and the said Committee will co-operate with the Company in the administration of this Agreement. This Committee will act as the Grievance Committee, the Negotiating Committee, the Communications Committee and will also be Union Stewards. Union time will not be charged on overtime schedule. The Company will recognize as stewards only, three (3) additional employees elected, appointed or otherwise selected by the Union, The total Union representation for (seven (7) Committee members plus three (3) stewards) shall be reduced by one (1) representative for each multiple of fifteen (15) that the unit membership falls below one hundred (100) to a minimum representation of three (3) (Unit Chairperson plus two (2) committee persons).

9.2 The Union acknowledges that the members of the Committee and Union Officers have regular duties to perform on behalf of the Company, and that such persons will not leave their regular duties without obtaining permission of Management, which shall not be unreasonably withheld, and when resuming their regular duties they will report to Management and will give any reasonable explanation which may be requested with respect to their absence. There shall be no deduction from the Committee Member's pay for approved Committee activity.

9.3 It is clearly understood that Union Officers will not absent themselves from their regular duties unreasonably in order to deal with the grievance of employees, or other Union business.

10. FAY FOR COMMITTEE MEETINGS

Straight time rates of pay shall be paid the Committee Members for time spent at all official committee meetings called by the Management, with the exception of meetings held under the Arbitration Procedure. When the Committee requests a formal meeting with Company management for any reason an Agenda shall be presented to Management forty-eight (48) hours prior to the meeting. The Committee will be allowed to meet for one (1) hour at the end of the day shift two (2) days prior to the day of the meeting with the Unit Chairpersons.

11. GRIEVANCE PROCEDURE

11.1 To provide for the expeditious and mutually satisfactory settlement of grievances with respect to wages, hours of work and other conditions of employment, the procedure hereinafter set forth shall be followed. Nothing contained in this Agreement shall deprive any individual employee of the right to discuss with any supervisor or executive of the Company matters in his own interest. However, after the Union has referred a grievance to the Company for adjustment, the Company will not initiate discussion of the matter with the employee involved, nor adjust the grievance pending settlement with the Union.

11. The Committee has the right to fully investigate any legitimate complaint, grievance or alleged violation of the Contract. Employees have the right to have complaints or grievances handled by a Committee member with the option to be present in Steps 1 and 2, if they want to. Representation by a member of the Committee is to be made available without delay upon request by the employee,

11.3 When an employee or group of employees wish to have a grievance presented for settlement by the Union, such grievance shall be presented as outlined below and settlement effected at one of the steps indicated.

11.4 Except in cases of dismissal, any grievance which is not presented within fourteen (14) days following the event giving rise to the grievance shall be forfeited and waived by the aggrieved party.

COMPLAINTS - It is the mutual desire of the parties hereto that legitimate complaints of employees shall be adjusted as quickly as possible. If an employee has any complaints which he wishes to discuss with the Company, the employee shall along with or through his steward, discuss the matter with his/her immediate superior. If such a complaint is not settled to the satisfaction of the grievor concerned within one working day, the following steps of the grievance procedure may be invoked in order.

STEP ONE - A meeting shall be held within five (5) working days of a written grievance being filed with management. In attendance at said meeting will be the Branch Manager or his appointee, The Union Committee as per 14.06 and the grievor. Managements reply will be issued in writing within five (5) working days of said meeting.

STEP TWO - If the grievance has not been settled satisfactorily in step one above, then within five (5) working days the grievance must be submitted to step two.

A meeting shall be held within five (5) working days of a grievance being submitted at step two, attending said meeting shall be the Company Director of Industrial Relations, the Branch Manager or their appointees, the Grievance Committee, the Grievor and the Union Business Agent. Management reply will be issued in writing within ten (10) working days of said meeting.

12. ARBITRATION PROCEDURE

12.1 When either party requests that a grievance be submitted to arbitration, such party shall make the request in writing addressed to the other party to this agreement within fifteen (15) days of the answer to Step 2 of the grievance procedure. Within five (5) days thereafter, the parties shall attempt by agreement to select an arbitrator. If they are unable to agree within said five (5) day period on the appointment of an arbitrator, they may request the Minister of Labour, for the Province of Ontario, to assist them in selecting the arbitrator.

12.2 No person may be appointed as Arbitrator who has been involved in an attempt to negotiate or settle the grievance.

12.3 Each of the parties hereto will jointly bear the cost of the Arbitrator appointed.

12.4 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.

12.5 The Arbitrator shall not be authorized to make any decision inconsistent with the provision of this Agreement, nor to modify or amend any part of this Agreement.

12.6 The proceedings of the arbitrator will be expedited by the parties hereto, and the decision of such arbitrator will be final and binding upon the parties hereto.

13. DISCHARGE AND DISCIPLINARY CASES

13.1 A claim by a permanent employee that he has been unjustly discharged from his employment shall be treated as a grievance if a written statement of such grievance is lodged with the Branch Manager within four (4) working days after the employee ceases to work for the Company.

13.2 Such special grievances may be settled by confirming the Management's action in dismissing the permanent employee, or by reinstating the employee with full compensation for lost time, or by any other arrangement which is just and equitable in the opinion of the conferring parties.

13.3 When an employee is dismissed without notice, he will have the right to interview a member of the Committee for a reasonable time before leaving the premises.

13.4 The Company agrees with the principle of progressive discipline. For minor disciplinary offences, employees shall receive a verbal reprimand before issuance of a letter of warning. In the event that the employee does not repeat the offence with a period of sixty (60) days the verbal reprimand shall be disregarded.

13.5 Except in cases of dishonesty, drunkenness, or direct insubordination, the employee shall receive three (3) letters of warning prior to discharge. The Company will have five (5) working days after the violation to call a meeting with the employee and the Committee and must issue the Letter of Warning within two (2) further working days. The employee will then have two (2) working days to file a grievance against the Letter. The first letter to be a warning letter, the second letter to invoke some disciplinary action, and the third letter to be a notice of discharge. In the event an employee's service is satisfactory for four (4) months following receipt of Letter No. 1 or six (6) months following receipt of Letter No. 2 the warning letter will be removed from the record. These letters shall be for a continuing offence and subject to grievance procedure.

1 COMPANY - UNION MEETINGS

14.1 It is understood that the Company may bring forward at any meeting held with the Grievance Committee any complaint or grievance with respect to the conduct of the officers, committee-men or in respect to the conduct of the employees generally, and that if such complaint or grievance is not settled to the mutual satisfaction of the conferring parties, it may be referred to arbitration in the same way as that of an employee.

14.2 During the first three (3) months of the term of this Agreement, meetings of the Union Committee with Management shall be held whenever the above committee submits an agenda of the business to be transacted, and gives forty-eight (48) hours notice of the meeting.

14.3 After the first three (3) months meetings will be held regularly at scheduled times, provided of course, that the parties may mutually agree to hold a special meeting at any time. Minutes of such meetings will be kept by the Company and copies furnished to the Union Office in Windsor,

14.4 The Union Committee will consist of the five (5) committee members plus the Unit Chairpersons as outlined in 9.1 and 8 of this Agreement.

14.5 All formal Union and Company meetings which pertain to this Agreement, at least one (1) member representative from Food Service and Vending will attend.

14.6 Specifically, Union representation in Company - Union meetings is as follows:

- Grievance Meetings - Step One - Unit Chairperson and steward who presented grievance, Step two - The seven (7) person committee as described in clause 9.1 and the Unit Business Agent or Agents.
- Negotiating Meetings - The seven (7) person committee as described in clause 9.1 and the Unit Business Agent or Agents.
- Communications Meetings - The seven (7) person committee as described in 9.1 plus the three (3) stewards as described in 9.1.

15. UNION ACTIVITIES ON COMPANY PREMISES

The Company agrees that in addition to the provisions outlined in Article 11, Steps 3 and 4 and Article 12, Arbitration Procedure, the International Representative of Retail, Wholesale and Department Store Union, London area or his Business Agent, London area, may visit the Company's Windsor Office when necessary to carry out official Union business. The International Representative in the London area or Business Agent, London area, will notify the General Manager or Branch Manager stating the purpose of this visit before entering the Company premises.

16. PROBATIONARY EMPLOYEES

16.1 FOOD SERVICE AND OFFICE EMPLOYEES All new employees who are available for year-round employment, hired by the Company and subject to this Agreement, shall serve a probationary period of forty-five (45) calendar days unless the Company and the Union agree an extension of this time limit is feasible in regard to a specific case. Upon completion of their probationary period, seniority rights as herein provided shall be established as of the date of hiring. The discipline or discharge of a probationary employee is not subject to the grievance procedure or arbitration. In such cases the Company will advise the Union and the Union may request a meeting to discuss the matter. Where two or more employees commence work on the same date their seniority (relative to each other) will be established by order of first person interviewed by the Company,

16.2 VENDING DIVISION' All new employees who are available for year-round employment, hired by the Company and subject to this Agreement, shall serve a probationary period of thirty (30) calendar days unless the Company and the Union agree an extension of this time limit is feasible in regard to a specific case, Upon completion of their probationary period, seniority rights as herein provided shall be established as of the date of hiring.

The discipline or discharge of a probationary employee is not subject to the grievance procedure or arbitration. In such cases the Company will advise the Union and the Union may request a meeting to discuss the matter.

17. SENIORITY

17.1 Seniority lists, based upon the date on which employees commence to work for the Company shall be established in accordance with the preceding paragraph, Copies of such lists will be forwarded to the Union at least every three (3) months. Any objections to the accuracy of such lists must be submitted to the Company within 30 days of the receipt of each current list or the lists will be deemed to be accurate. These current lists will be posted at the Branch. Copies of these current lists will be distributed to each location and a copy will be supplied to the Chairpersons of the unit,

17.2 In cases of promotion, layoff, demotions, upgrading or transfer of employees, the skill, ability, merit, efficiency and physical fitness of the employee to perform the work shall be the governing factors and where these are equal, seniority shall be the governing factor.

17.3 For the purpose of recall, seniority shall continue for a period of twenty-four (24) months following lay-off excluding short-term recall. Employees on lay-off will lose their seniority if they do not return within five (5) working days of notice of recall by registered mail or telegram sent to their last know address according the the records of the Company.

17. For the purpose of this section only, but excluding vending employees, a temporary lay-off shall be defined as a lay-off not to exceed twenty-four (24) hours. In the event of such a temporary lay-off, it is agreed that seniority shall have no application and that the employees affected by such temporary lay-off will not have the right to replace other workers with less seniority during such lay-off.

17.5 The Company agrees that the current practice for the bumping and lay-off of employees will be continued.

17.6 If a job is eliminated in the Food Service Division the employee effected will be allowed to bump the lowest seniority person in their classification with comparable hours provided they have the necessary skill, ability, merit, efficiency and physical fitness to perform the job. If they are the lowest seniority employee in their classification with those hours they will be allowed to bump the lowest seniority person in their classification at any lesser amount of hours, subject to the above qualifiers. The employee who is displaced may then bump the lowest seniority person in their classification at any lesser amount of hours, subject to the above qualifiers.

18. MILITARY SERVICE (ALL BRANCHES OF ARMED FORCES)

Any employee covered by the provisions of this Agreement who enters active duty in any of the Allied Armed Forces shall accumulate seniority and upon completion of services be reinstated to his former or similar position at the then prevailing rate. This provision shall not apply, however, if the said employee does not make application for re-employment within ninety (90) days after his release from the armed forces.

19. LEAVE OF ABSENCE

19.1 Employees desiring leave of absence must request leave in writing and the Company may grant in writing, leave of absence to any employee for legitimate personal reasons, and any person who is absent with written permission, during the period of such leave shall not be considered to be laid-off, and seniority shall continue to accumulate during the absence, provided that if the employee on such leave of absence is gainfully employed while on such leave (except leave without pay or benefits granted by the Company to any employee for full time employment with the Union for a minimum of three (3) months and not to exceed one (1) year their employment shall be terminated by the Company. The request will be answered by the Company within five (5) working days with an explanation.

19.2 The appointed Union Representative under article 9.1 plus the Unit Chairpersons shall be granted Leave of Absence without pay to attend official Union Conventions and similar union affairs of an official nature. In the event of work scheduling difficulties it may be necessary to limit the number of representatives to two (2) from any one classification. Leave of Absence of this type must be approved by the Director of Industrial Relations of the Company or his appointee.

19. The Company agrees to grant Leave of Absence without pay to any employee who are absent due to sickness, accident or pregnancy. In cases of this type a written Leave of Absence is not necessary.

19.4 In the case of an employee who is suffering from a chronic illness or the result of an accident, the Company agrees to grant up to two (2) years Leave of Absence without pay. The employee will be required to submit a medical report if and when requested by the Company.

20. JOB BIDDING

20.1 FOOD SERVICE DIVISION When a job opening arises, it will be posted within seven (7) days. All employees shall be permitted to bid on open jobs. The Company shall post and keep posted requests, which shall outline conditions, for applications for open jobs for a period of three (3) days. All applications shall be considered by the Management on the basis of ability to perform the work required and where other things are equal, seniority will be the governing factor. The successful applicant in a posting will be assigned to the position within fifteen (15) days and must assume the position within fifteen (15) days unless absent due to vacation or an approved leave of absence in accordance with the provisions of Article 19.1 or 19.2 and shall be ineligible for further bidding for a period of one hundred and twenty (120) days, Job bidding will not be permitted on supervisors or above, however, if the Company at its sole discretion promotes an employee within the bargaining unit to supervisory capacity, it is agreed that the employee, if returned to the bargaining unit, shall be credited with his seniority in the bargaining unit upon his return. When a job opening arises Management will give first option to any former incumbent of the classification who has been bumped within the preceding year.

If the work hours of a job is increased or decreased by one (1) hour or more per day it will be posted, If the start and/or quit time is changed by one (1) hour or more per day it will be posted. If the employee is displaced because the job was posted and filled, the employee will be allowed to bump the lowest seniority person in their classification with comparable hours provided they have the necessary skill, ability, merit, efficiency and physical fitness to perform the job. If they are the lowest seniority employee in their classification with those hours they will be allowed to bump the lowest seniority person in their classification at any lesser amount of hours, subject to the above qualifiers. The employee who is displaced may then bump the lowest seniority person in their classification at any lesser amount of hours, subject to the above qualifiers.

In the event that a temporary opening arises -

(a) as a result of an employee being laid off in accordance with Article 23.14 or (b) an employee is off work as a result of sickness or accident for a period that the attending physician states is indefinite, or beyond four (4) weeks, the temporary opening will be assigned to the most senior employee who does not have a posting, provided the employee has the skill, ability, merit, efficiency and physical fitness to perform the job,

Once the original incumbent of the job returns to work, he will be returned to his original job and the holder of the temporary opening will be returned to the position that he vacated, if the position still exists.

20.2 OFFICE EMPLOYEES All employees shall be permitted to bid on open jobs in the cash room from the general office, or in the general office from the cash room. The Company shall post and keep posted requests, which shall outline conditions, for applications for open jobs for a period of three (3) days. All applications shall be considered by the Management on the basis of ability to perform the work required and where other things are equal, seniority will be the governing factor. Job bidding will not be permitted on supervisors or above, however, if the Company at its sole discretion promotes an employee within the bargaining unit to supervisory capacity, it is agreed that the employee, if returned to the bargaining unit, shall be credited with his seniority in the bargaining unit upon his return.

20.3 VENDING DIVISION All new jobs and open jobs will be posted (if a new job or route is added or any employee leaves the Company creating a new job or route opening). All employees shall be permitted to bid on open jobs.

The Company shall post and keep posted all vending routes for three (3) working days, three (3) times in a calendar year. The dates of these Vending Route Postings shall be on: January 15th, April 15th and September 15th. Only service personnel are permitted to bid on these vending route postings.

All maintenance jobs will be posted for bidding by maintenance personnel only, on January 15th, April 15th and September 15th of each year.

All applications under the **job** bidding procedures shall be considered by management on the basis of ability to perform the work required and where these things are equal, seniority will be the governing factor. Job bidding will not be permitted on supervisors or above, however, if the Company at its sole discretion promotes an employee within the bargaining unit to supervisory capacity, it is agreed that the employee, if returned to the bargaining unit, shall be credited with his seniority in the bargaining unit upon his return. All jobs when posted shall outline conditions. If changes are made in a vending route, the serviceman may request that a supervisor rides the route to establish whether or not the route is overloaded. If this procedure does result in an adjustment to the route, it will be discussed with the Chairperson or in his absence the Vice Chairperson and one steward.

On the anniversary date of the initial posting of the warehouse job and on each subsequent anniversary date, this job will be posted if the incumbent desires the job to be posted.

On the event that a temporary opening arises -

(a) as a result of an employee being laid off in accordance with Article 23.14 or (b) an employee is off work as a result of sickness or accident for a period that the attending physician states is indefinite, or beyond four (4) weeks, the temporary opening will be posted in the manner described in the preceding paragraph. The job that is vacated temporarily by the successful applicant in order to fill such temporary opening, will not be posted but will be assigned to an available employee.

Once the original incumbent of the job returns to work, he will be returned to his original job and the holder of the temporary opening will be returned to the position that he vacated, if the position still exists.

21. REPORTING FOR WORK PAY

All employees reporting for work on instructions of the Company but for whom at least four (4) hours work is not available, shall be paid for four (4) hours or to their regular quitting time, whichever is the lesser of the two provided that such lack of work is not due to a labour dispute, fire, flood, or other cause beyond the control of the Company.

22. JURY DUTY PAY

The Company agrees to subsidize the pay of an employee called for Jury Duty or subpoena appearance in court other than Company - Union arbitration cases. Employees will not be required to report for work on their shift on the aforementioned day and will not suffer loss of pay.

2 EMPLOYEE WELFARE BENEFITS

For employees of the Company who have attained seniority:

23.1 The Company shall arrange to have each employee and their immediate family covered by OHIP with semiprivate coverage. The Company will pay the 10% of Doctors Bills not paid by OHIP in any case where this prevails. The cost of these services shall be paid by the Company.

23.2 All employees shall be covered by the Workers' Compensation Act of Ontario. In the event that there is a delay in initial payment, the Company may provide a no interest loan of 100% of the employees net earnings. Repayments to be made as soon as the employee receives the payment from Workers' Compensation.

23.3 A Group Life, Accidental Death and Dismemberment Plan providing **\$25,000.00** insurance will be provided for each employee. Employees will be provided with Weekly Sickness and Accident Insurance to the extent of 85% of basic wage rate plus COLA for Thirty-six (36) weeks. Weekly Sickness and Accident Insurance will be effective on the first day of accident, first day admission to an O.H.S. contract hospital and fourth day illness. The cost of this policy will be paid by the Company.

23.4 The Company agrees that Statutory Holiday pay will not be deducted from Weekly Indemnity Benefits and will be paid over and above the weekly Indemnity Benefits, if a Statutory Holiday occurs within thirty (30) days from commencement of weekly indemnity benefits.

23.5 Effective from September 1st, 1980, employees off sick shall be paid full pay for a period from the day last worked until the commencement of Weekly Indemnity Benefits covered by the Weekly Sickness and Accident Insurance up to a maximum of three (3) days in the calendar year. Unless a medical certificate is submitted covering the first day of absence, in subsequent periods of absence, payment shall commence on the second day of absence.

Effective May 25, 1987, the sick leave days provided for in this agreement shall be capped at three (3) days per year per employee.

If an employee is not paid the maximum of three (3) days sick leave in the calendar year described above, he will earn credits and receive compensation for **sick** leave not used in the following manner:

For each eight (8) weeks worked in the calendar year, he will receive one (1) days credit to a maximum of the six (6) days credit. Vacation time will be considered time worked. Each sick leave day used will reduce his credit by two (2) days.

Compensation for the credits remaining at the end of the calendar year will be as follows:

No paid sick days - Five (5) days leave and one (1) day regular pay or **six** (6) days regular days pay.

One paid sick day - Four (4) days paid leave or four (4) regular days pay.

Two paid sick days - Two (2) days paid leave or two (2) regular days pay.

205 An employee who is sick and unable to report for work on the afternoon or midnight shifts is required to notify the Company of the illness four (4) hours prior to commencement of the shift, if possible.

23.7 If an employee becomes ill or injured during his or her normal shift and is unable to continue work, he or she will be paid for the full shift. However, in case of illness, the payment shall count as one paid sick day under the terms of Article 23.05; if the employee worked less than half his normal shift.

23.8 FOOD DIVISION Employees off work as a result of sickness or injury shall have full welfare benefits coverage for the time they are entitled to receive. weekly indemnity benefits or worker's compensation benefits up to a maximum of thirty-six (36) weeks.

OFFICE AND VENDING DIVISION Employees off sick will have full welfare benefits coverage for the time they are entitled to draw weekly indemnity benefits.

23.9 The Prescription Plan (20¢ deductible) will be provided for all employees and their immediate family. Employees and eligible dependents who are covered by a similar plan, which for this purpose would include the Green Shield Prescription Plan or Blue Cross Prescription, will not be eligible,

23.10 A Dental Plan with 1988 O.D.A. Schedule of Fees will be provided for employees and immediate family. The plan will be updated to the 1989 O.D.A. Fee Schedule, effective June 1, 1990. The plan will be updated to the 1990 O.D.A. Fee Schedule, effective June 1, 1991. Effective September 1, 1992 the Dental Plan will be upgraded to include caps and crowns for active employees and their families, to a \$1,000.00 maximum per family, per calendar year (50% co-insurance), at no premium cost to the employee. The full cost of this plan will be paid by the Company.

23.11 If an employee is voluntarily transferred to another Company branch the Company agrees that there will be no break in the foregoing welfare coverage.

23.12 Employees on lay-off will have full Employee Benefits coverage paid by the Company for the period of time they are entitled to draw Supplementary Unemployment Benefits under Clause 25 of this Agreement,

23.13 The Company agrees to pay 100% to a maximum of \$85.00 for an employee or to a maximum of \$60.00 for an employee's immediate family for a pair of prescription glasses (safety lenses) when the initial pair of glasses or a change in prescription is necessary. The approval for this necessity must be indicated by the Doctor's signature on the official form available at the Company offices. Payment will be made upon official receipt (sun glasses not included). In cases where employees and immediate family cannot wear safety lenses for any reason stated by the optician, then they will be entitled to payment for these glasses.

Effective September 1, 1991, the Company will reimburse \$100.00 for any employee and \$75.00 per family member.

23.14 A pregnant employee may remain on the job up to a maximum period of six (6) weeks of the expected date of birth at which time she may be placed on lay-off without loss of seniority, or other benefits. She may be laid off prior to this if her health or appearance is such that it will affect the efficient operation of the business, if necessary the company may require a certificate from the employee's doctor stating that her health will permit her to continue her job during the six (6) week period. Not sooner than six (6) weeks nor later than ten (10) weeks after the child is born, upon the presentation of certificate of health by the employee to the Company, she will be put back on her former job, or its equivalent. All and any time limited may be extended by mutual consent of the parties, any employee found not in compliance with any of the provisions may be terminated. Spare girls hired as replacements shall be informed that they shall be subject to lay-off.

23.15 Employees laid off as a result of pregnancy will not qualify for Supplementary Unemployment Benefits.

23.16 For the purpose of the provisions in this Article 23, the term "immediate Family" means those described as eligible dependents in the Ontario Health Insurance Plan.

23.17 The Benefits provided under this contract are accepted by the Union in full satisfaction of the employee share of Unemployment Insurance Premium Rebates, which rebates will then become payable to the Company.

23.18 With effect from September 1st, 1979, employees in the Vending and Food Division will be covered by a Long Term Disability Insurance Plan in accordance with the master policy held in the personnel office. Present weekly sickness and accident insurance will terminate after thirty-six (36) weeks of disability and long term disability insurance will be effective after thirty-six (36) weeks disability. For Office employees the weekly sickness and accident benefit will continue for further sixty-eight (68) weeks at 60% of gross wage. Office employees hired to fill temporary openings arising as result of sickness or accident, leave of absence, vacations or temporary increases in the work load, shall not be eligible for the benefits described in this Article 21 until they obtain a posted job through the job bidding procedure. However, if such temporary employees are employed for the benefits described in this Article 21 on the first day of the month following completion of eighteen (18) weeks continuous service.

24. RETIREMENT WELFARE PLAN

24.1 At age 65, with ten (10) years seniority the Company will provide a \$2,000.00 paid up Life Insurance Policy and the Dental Plan and the Eye Glass coverage and Semiprivate hospitalization.

24.2 Employees retiring at age 60 with ten (10) years service contribute 50% towards the premium cost of the Drug Plan, OHIP with semiprivate hospitalization, a \$2,000.00 Life Insurance policy, the Dental Plan and the Eye Glass coverage until age 65.

24.3 At early retirement, as defined in Article 26, retired employees, under 60 years of age will contribute 100% towards the premium cost of the Drug Plan, OHIP with Semiprivate Hospitalization, a \$2,000.00 Life Insurance Policy, and the Dental Plan and the Eye Glass coverage to age 60 and 50% to age 65.

25 • SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN

25.1 Effective May 25, 1987, the Company will establish an initial funding of Ten Thousand Dollars (\$10,000) for a Combined Supplemental Unemployment Benefit Plan for the Food, Vending and Office Agreements which are effective from September 1, 1986 through August 31, 1989. Thereafter, the Company will contribute five cents (5¢) per hour for each straight-time hour worked by each member of said bargaining units. The Company will supply the Union with monthly statements of the funding levels.

25.2 A supplemental Unemployment Benefit will be paid by the Company in an amount, which together with Unemployment Insurance Benefits, will provide an employee on lay-off with eighty percent (80%) of his or her regular weekly wage including cost of living allowance but not premium pay. This benefit will be calculated upon eighty percent (80%) of the average of the four (4) weekly pays comprised of five (5) days worked immediately prior to lay-off.

Supplementary Unemployment Benefits will be paid on a bi-weekly basis for a period of twenty-six (26) weeks to an hourly rate employee with one (1) year of continuous service with the Company or 52 weeks to an hourly rate employee with three (3) or more years of continuous service with the Company and is laid off. S.U.B. will not be available to employees as outlined in paragraph 25.4 below.

25.3 To be eligible for S.U.B. an employee must be totally unemployed and in receipt of Government Unemployment Insurance Benefits and available to report for work for the Company, If an employee fails to report for work within twenty-four (24) hours following notice by telephone, registered mail, or hand delivered note to her last known address, according to the records of the Company, she will no longer be eligible for S.U.B. for the period of time that the Company has work available in accordance with her seniority.

In no event will an employee receive more than twenty-six (26) weeks or fifty-two (52) weeks S.U.B. as the case may be in any 104 week period.

25.4 An employee will not be eligible for S.U.B. during a strike, slow down, stoppage of work or other labour disputes at any Canteen of Canada bargaining unit in Windsor.

25.5 An employee is not eligible if hired temporarily to replace an employee on leave of absence, leave due to sickness or accident, or hired to replace an employee on vacation or hired temporarily up to a continuous period of thirty (30) days to meet an emergency. Employees coming within these categories will be notified by the Company on being hired of the temporary nature of the job and that they will be replaced by the employee who he or she has replaced on their return to work. The Company will advise the Union in writing when hirings of this nature take place.

25. S.U.B. will not be paid to employees working in school accounts and who, as a consequence, are laid off due to school closings for vacations.

25.7 S.U.B. will not be paid for the vacation period in the event a lay-off takes place during an employee's vacation.

25.8 Any delays in U.I.C. claims should be reported to the Company's Branch Office immediately.

25.9 S.U.B. payments Will only be paid to cover periods of unemployment immediately following layoffs from Canteen of Canada.

25.10 In the event that the Supplemental Unemployment Benefit funding level described in Section 25.1 is drawn down to a level where all employees are unable to receive the benefit described in Section 25.2, then the Company and the Union will meet to discuss the equitable distribution of the available funds.

26. PENSION PLAN

The Company agrees to transfer all assets and liabilities of the Windsor Vending and Food Service Bargaining Unit employees pension plan to the Retail, Wholesale and Department Store Union Registered Pension Plan.

This transfer is subject to all necessary approvals by the Pension Commission of Ontario and Revenue Canada.

Both parties undertake to take all reasonable steps to make prompt application for transfer of the Plan and co-operate with all judicial and quasi-judicial authorities to effect such transfer.

Should the necessary permission not be granted to transfer the Plan, the present language in the agreement expiring August 31, 1989 will remain in effect.

Should the transfer of the Plan successfully occur then for the life of this agreement the Company shall not be required to make any contributions to the Plan.

Effective July 1, 1992 the Company agrees to contribute 30¢ per hour for all hours worked to a maximum of 1800 hours to the R.W.D.S.U. pension plan.

An employee who has completed at least ten (10) years of continuous service may retire without the consent of the Company on the first of any month following his sixtieth (60th) birthday, but prior to his normal retirement date. In such case the date of his retirement shall be considered his early retirement date.

An employee who retires on his early retirement date shall be entitled to the pension he has earned under Section 26.03 to the date of his retirement reduced by one-half ($\frac{1}{2}$) of one percent (1%) for each month by which the commencement of his pension precedes his normal retirement date.

27. FUNERAL LEAVE

The Company agrees to grant funeral leave of up to four (4) working days with pay for the employee's regular work day for death in the immediate family. The full entitlement of four (4) working days will be paid provided that paid leave of absence **does** not extend beyond the period covered by the date of death and the day following the funeral. Immediate family shall consist of husband, wife, mother, father, brother, sister, mother-in-law, father-in-law, children, stepmother, stepfather, stepchildren, half brother and half sister. The Company will similarly grant funeral leave of up to three (3) working days with pay in the event of death of the grandmother or grandfather of an employee or spouse, grandchild, brother-in-law, sister-in-law, son-in-law and daughter-in-law. Funeral leave for employees will commence as at the date of notice of death.

28. DRIVER'S LICENCE

In the event an employee loses his driver's licence, an effort will be made to provide work for him on a non driving job. If such a job is not available, the Company agrees to take the employee back on or before one (1) year after the licence was revoked,

29. MISCELLANEOUS

29.1 The Union and the Company recognize that this Agreement covers matters negotiated between the parties hereto and the items listed hereunder cover all past practices.

29.2 Time limits provided in the contract will be extended at the request of either party thereto.

29.3 For the purpose of computing eligibility for holiday, vacation or welfare provisions of this contract, service in either the food service or vending branch shall be cumulative.

29.4 In the event of an opening in the Vending Division, Food Service employees will be considered for such openings if they are qualified to perform the duties of the open job, or can be properly trained within a thirty (30) day training period. This training will be done by supervision. If an employee cannot be trained within thirty (30) days he shall return to his former position.

29.5 An employee being reprimanded shall be entitled to proper Union representation.

29.6 The Company Will provide each employee in the Food Service Division with one (1) pant suit or skirt and top uniforms each February subject to the following qualifiers.

New Employees will be issued two (2) uniforms upon completion of their probationary period.

Any employee who as of February 1st has not completed three (3) months service shall not be eligible for new uniforms. Any employee who as of February 1st has completed more than three (3) months service but not more than nine-(9) months service shall receive one (1) new uniform. Those employees who have completed more than nine (9) months service shall be entitled to the full allotment of uniforms.

29.7 There shall be no interchange of employees between the Vending and Food Service Division.

29.8 The Company agrees that training of new employees will be performed by Supervisors.

29.9 In the event that it is necessary to hire a new employee for the Food Service Division, employees on lay off from the Vending Division will be considered for such position upon application. The date of hire for such employee will be the date of transfer into the Food Service division. Prior continuous service in the Vending Division will be counted for vacation entitlement and pension credits.

29.10 Other than painting and body work on vending machines, the maintenance department will do repairs plus major conversions if possible.

29.11 The Company will supply the Contract Agreement in booklet form.

29.12 The Union agrees that the Company retains the right to study or introduce any new or improved production methods or facilities deemed necessary for the efficient operation of the business. However, without limiting its rights in any way, the Company agrees that prior to the commencement of any major experiments or innovations that could affect the wages, hours, or working conditions of the employees covered by this Agreement it will meet with the Union to discuss the matter. Should such changes result in the displacement of employees the Company agrees to meet with the Union to discuss the possibilities of alternate employment for the actual employees displaced. The Union Area Representative will be allowed to attend should he/she wish.

29.13 Any place in this Collective Agreement that refers to one gender means both genders.

29.14 Upon written request, the Company will provide the Union office with a copy of the Insurance Plan and Pension Plan referred to in this agreement.

29.15 Upon request, employees working in the cash room on a posted job will be supplied with smocks. The original issue will be three smocks and replacements up to two per year.

29.16 For Vending employees the Company agrees to provide work each week to any employee for regular hours, although his work need not be on their regular job. When the Company is unable to provide a full week's work due to circumstances beyond its control the Manager and the Committee will discuss the problem.



30. SCHEDULES

Attached hereto and forming a part of the Agreement are the following schedules:

RATES Schedule "A" which is a schedule of rates of pay, overtime regulations, job classifications and hours of work.

VACATIONS Schedule "B" which is a schedule of the plan of granting annual vacations with pay,

STATUTORY HOLIDAYS Schedule "C" which is a schedule of the plan of granting statutory holidays with pay.

NEW ACCOUNTS Schedule "D" which is a schedule of the plan for the payment of wages in new accounts.

PART-TIME OFFICE SCHEDULE "E"

31. TERMINATION OR MODIFICATION

31.1 This Agreement shall become effective on the 1st day of September 1989 and shall continue in effect-until the 31st day of August 1992 and unless either party gives notice in writing to the other party that amendments are required, or that the party intends terminating the Agreement, then it shall continue in effect until the 31st day of August 1993 and so on from year to year thereafter.

31.2 It is understood that during any negotiations, following upon notice of termination or notice of amendment, either party may bring forth counter proposals arising out of or related to the original proposals, In the event a new agreement is not consummated prior to the dates outlined above, the new agreement shall be retroactive to the expiration date of this Agreement.

31.3 On completion of negotiations for a new contract if an agreement is reached between the Company and the Union negotiating committee a Memorandum of Agreement shall be drawn up and signed by both parties covering all and every amendment to the contract before the Agreement is presented by the Union to the membership for ratification.

Duly signed by the Parties hereto on 16TH of April, 1990

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

Business Agent - Local 414

SCHEDULE "A"

Except for the employees noted hereinafter for which specific exceptions are made, the Company agrees to the following:

1. Hours of Work

1.1 Food & Vending Divisions. 40 hours composed of five (5) eight (8) hour days shall constitute a week's work. If the "Big 3" reduce their work week the Company and the Union will discuss the matter. The past practice for scheduling hours of work shall remain in effect.

1.2 Office Employees: For Office Employees, 37½ hours composed of five (5) 7½ hour days shall constitute a week's work.

2. Rest Periods

Employees shall have two (2) fifteen (15) minute rest periods during each work day. In the event overtime is worked the employees shall have a ten (10) minute rest period at the end of one-half (½) hour of overtime after end of regular shift and an additional ten (10) minute rest period at the end of two (2) hours of overtime from end of regular shift. Vending employees will receive the first rest period no sooner than two (2) hours or later than three (3) hours after shift starting time and the second rest period shall be taken no sooner than **six** (6) hours or later than seven (7) hours after shift starting time.

3. Overtime Work - Food Division

3.1 All **work** over eight (8) hours in any one day, or over forty (40) hours in any one week, and all work on Saturday shall be paid at the rate of one and one-half (1½) times the regular hourly rate. All work performed on a Sunday will be paid at the rate of double time (2) the regular hourly rate. All work performed on a Statutory Holiday will be paid at the rate of double time plus the holiday at the regular hourly rate.

3.2 Each week, scheduled weekend overtime will be offered to employees by seniority. For purposes of this paragraph, part-time employees as well as probationary employees will be included at the bottom of the seniority list. If the needs of the business are not satisfied by the foregoing procedure, then the Company will assign overtime beginning with the least senior employees as defined in this paragraph.

3. Those employees who desire to be assigned to unscheduled overtime will sign a sheet each quarter indicating their availability for said unscheduled overtime. Unscheduled overtime will be rotated among the employees on the list. If the Company cannot satisfy its unscheduled overtime needs from the employees on this list, then the Company shall fill its needs from any available source.,

3.4 An additional ninety cents (90¢) per hour will be paid for all hours worked on any shift commencing at or after twelve (12) noon until 11 p.m. This premium will increase to ninety-five (95¢) per hour between 11.01 p.m. and 5:59 a.m.

3.5 The Company agrees that the shift starting time of 12 noon will not be advanced in order to evade payment of premium pay, however, if service demands an earlier starting time the matter will be discussed with the Union,

3.6 Effective after September 1st, 1970 any new accounts which operate on a continuous seven (7) day week basis will be serviced on a seven (7) day work week schedule. Employees working a sixth (6th) day will receive one and one half (1½) times regular pay and work on a seventh day will receive double time (2) regular pay. Employees working on Sunday will, at all times, receive one and one-half (1½) times regular rate of pay.

4. Overtime Work - Vending Division

4.1 All work over eight (8) hours in any one day, or over forty (40) hours in any one week, and all work on Saturday shall be paid at the rate of one and one-half (1½) times the regular hourly rate. All work performed on a Sunday will be paid at the rate of double time and one-half (2½) the regular hourly rate. All work performed on a Statutory Holiday will be paid at the rate of double time plus the holiday at the regular hourly rate. Overtime is to be distributed equally among employees qualified to do the work involved and who have ninety (90) days or more seniority. Employees with less than ninety (90) days seniority may be employed on overtime work but will not participate on a seniority basis within the meaning of the clause,

4.2 It is agreed that with regard to all unscheduled overtime for route replacement, the Company will call, for each man required, six (6) low overtime seniority employees listed and if they refuse for any reason will then call on any employee to work overtime regardless of seniority. All overtime work scheduled for Saturday, Sunday or a Statutory Holiday will follow the overtime seniority list in order of seniority. Hours recorded on such lists will be returned to zero on January 2nd of each year. However, for the purpose of scheduling weekend overtime, when only one man is needed where no maintenance work is scheduled and where the one man required is to perform service work, the company shall draw from the combined maintenance and service overtime seniority list, The employee so assigned will respond to all trouble calls and perform minor repairs of adjustments as may be required.

4. Employees refusing to work overtime on Saturday, shall be charged eight (8) hours at one and one-half times (1½) on the overtime list and employees refusing to work Sundays will be charged six (6) hours at two and one-half times (2½) on the overtime list. Employees refusing to work unscheduled over time will not be charged. Employees on leave of absence for personal reasons will be charged overtime on the overtime schedule for which they would have normally been charged had they worked. Employees not at work the day before scheduled overtime will be charged eight (8) hours Saturday, six (6) hours Sunday and six (6) hours on Statutory Holidays at the applicable overtime rate. Employees on sickness and accident insurance, union business, lay-off, Workmen's Compensation and funeral leave will not be charged overtime on the overtime schedule. Spare men will not be charged for overtime on the overtime schedule during the first forty (40) hours; Monday through Friday.

4.4 New or transferred employees are to be classified with the man on the overtime list having the most hours. Overtime is to be equally distributed within the Maintenance and service classifications.

4.5 An additional one dollar and twenty-five (1.25) per hour will be paid for all hours worked on any shift commencing at or after twelve (12) noon until 5:59 a.m. the following day.

5. Overtime Work - Office

5.1 All work over 7½ hours in any one day, or over 37½ hours in any one week, and all work on Saturday shall be paid at the rate of one and one-half (1½) times the regular hourly rate. All work performed on a Sunday will be paid at the rate of double time and one-half (2½) the regular hourly rate. All work performed on a Statutory Holiday will be paid at the rate of double time plus the holiday at the regular hourly rate.

5.2 Unscheduled overtime in office or cashroom: (short term absenteeism, period ends or machine breakdown in cashroom). The employee normally performing the work will be required to work the overtime not to exceed two hours. If such employee is unavailable, the overtime will be performed by the lowest seniority employee able to perform the job satisfactorily.

5.3 Lead Hand An office employee designated to perform the duties of Lead Hand will receive a premium rate of \$10.00 per week above the established weekly salary for the job being performed.

6. COMMISSARY CLASSIFICATION FOR COMMISSARY EMPLOYEES

It is agreed that the regular work week shall now be Sunday, Monday, Tuesday, Wednesday, Thursday, on which days the Company agrees to guarantee four (4) hours work. Time and one-half (1½) times the regular hourly rate will be paid for all work over eight (8) hours in any one (1) day or over forty (40) hours in any one (1) week. Time and one-half (1½) times the regular hourly rate will also be paid for work done on the normal day off (Friday), Two (2) times the regular rate of pay will be paid for work on the seventh (7th) day (Saturday) in the work week. All work performed on a Statutory Holiday or a day on which the Commissary Classifications are performed on a Statutory Holiday or a day on which the Commissary Classifications are scheduled to celebrate a Statutory Holiday will be paid at the rate of double time (2) plus the holiday at the regular hourly rate.

7. SPLIT SHIFTS

There shall be no "Split Shifts".

8. TRANSFERS

8.1 In the event an employee is temporarily assigned to a job other than that to which he is permanently assigned, he shall receive his own rate or the rate of the job to which he is temporarily assigned, whichever is higher.

8.2 An employee in the Food Service Division who has completed sixty (60) days' service and is receiving the intermediate rate of pay and is transferred to the Vending Division will receive the intermediate rate on the new job until he has completed seven (7) months service with the Company at which time he will receive the top rate. An employee who is receiving the top rate of pay in the Food Division and is transferred to the Vending Division shall receive the intermediate rate of pay for a period of thirty (30) days on the new job before receiving the top rate.

9. PAY PERIOD

It has been agreed by the Union and the Company that the general weekly pay period for employees will be Saturday through Friday of each week.

10. PAYROLL DEDUCTIONS

The Company agrees that on formal application by any employee, payroll deduction will be made for the purchase of a Canada Savings Bond. In the event a Bond purchase is cancelled for unnecessary reasons, the employee will not have the privilege of purchasing a Bond through payroll deductions on the next issue. It is agreed that the employee has the right to use payroll deductions for payments to one Credit Union only. Deductions for Canada Savings Bonds or Credit Union will not exceed 50% of normal gross earnings. Employees will have the choice of either the Canada Savings Bond deductions or Credit Union deductions. Credit Union deductions will be paid bi-weekly commencing with the first pay in January 1979.

11. COST OF LIVING ALLOWANCE

11.1 All employees will be paid Cost of Living Allowance on and after September 1st, 1966 based on the Dominion Bureau of Statistics published Consumer Price Index. The Cost of Living Allowance will be adjusted quarterly at the rate of one cent (1¢) for each point six (.6) change in the Index. The Dominion Bureau of Statistics Index at September 1st, 1966 was 145.1. This will be adjusted by reference to the Dominion Bureau of Statistics Index published in January 1967 and at quarterly intervals thereafter.

11.2 The effective date of the adjustment will be the beginning of the weekly pay period in which Government releases for publication the Consumer Price Index.

11. The following rates of pay include 40¢ per hour COLA fold-in effective September 1st, 1972.

The following rates of pay include an additional 10¢ per hour COLA fold-in effective September 1st, 1974.

The following rates of pay include an additional \$1.34 per hour COLA fold-in effective September 1st, 1976.

The following rates of pay include an additional 76¢ per hour COLA fold-in effective September 1st, 1978.

The following rates of pay include an additional 50¢ per hour COLA fold-in effective September 1st, 1980.

The following rates of pay include an additional 50¢ per hour COLA fold-in effective September 1st, 1982.

The following rates of pay include an additional 70¢ per hour COLA fold-in effective September 1st, 1984.

10.4 Cost of Living Allowance shall not exceed thirty-five (35¢) per hour during the first year of this agreement and thirty-five (35¢) cents during the second year of this agreement. Notwithstanding the above, for the life of this agreement the COLA will be suspended and will not generate any income.

12. CLASSIFICATIONS AND RATES OF PAY - Food Division

12.1 Effective September 1st, 1989

<u>Classification</u>	<u>Start</u>	<u>60 Days</u>	<u>6 Months</u>
Cook Heavy	\$10.62	\$10.82	\$11.17
General Help Heavy	\$10.32	\$10.42	\$10.82
General Help Light	\$ 8.72	\$ 9.12	-
Waitress	\$ 8.72	\$ 9.12	-
Cook Light	\$ 8.97	\$ 9.37	-
Summer Student Replacement	\$ 4.50	\$ 5.30	-

12.2 Effective September 1st, 1990

<u>Classification</u>	<u>Start</u>	<u>60 Days</u>	<u>6 Months</u>
Cook Heavy	\$11.12	\$11.32	\$11.67
General Help Heavy	\$10.82	\$10.92	\$11.32
General Help Light	\$ 9.22	\$ 9.62	-
Waitress	\$ 9.22	\$ 9.62	-
Cook Light	\$ 9.47	\$ 9.87	-
Summer Student Replacement	\$ 5.00	\$ 5.80	-

12.3 Effective September 1st, 1991

<u>Classification</u>	<u>Start</u>	<u>60 Days</u>	<u>6 Months</u>
Cook Heavy	\$11.62	\$11.82	\$12.17
General Help Heavy	\$11.32	\$11.42	\$11.82
General Help Light	\$ 9.72	\$10.12	-
Waitress	\$ 9.72	\$10.12	-
Cook Light	\$ 9.97	\$10.37	-
Summer Student Replacement	\$ 5.50	\$ 6.30	-

13. CLASSIFICATIONS AND RATES OF PAY - Vending Division

13.1 Effective September 1st, 1989

<u>Classification</u>	<u>Start</u>	<u>60 Days</u>	<u>6 Months</u>
Maintenance	\$12.80	\$12.92	\$13.58
Service	\$12.50	\$12.62	\$13.28
Warehouse	\$12.50	\$12.62	\$13.28
Summer Student Replacement	\$ 6.28	\$ 6.78	

13.2 Effective September 1st, 1990

<u>Classification</u>	<u>Start</u>	<u>60 Days</u>	<u>6 Months</u>
Maintenance	\$13.30	\$13.42	\$14.08
Service	\$13.00	\$13.12	\$13.78
Warehouse	\$13.00	\$13.12	\$13.78
Summer Student Replacement	\$ 6.78	\$ 7.28	

13.3 Effective September 1st, 1991

<u>Classification</u>	<u>Start</u>	<u>60 Days</u>	<u>6 Months</u>
Maintenance	\$13.80	\$13.92	\$14.58
Service	\$13.50	\$13.62	\$14.28
Warehouse	\$13.50	\$13.62	\$14.28
Summer Student Replacement	\$ 7.28	\$ 7.78	

14. CLASSIFICATION AND RATES OF PAY - Office Staff

14.1 Effective September 1, 1989

<u>Classification</u>	<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>
Accounting Clerk	\$ 9.34	\$ 9.57	\$10.21
General Help Office	\$ 8.84	\$ 9.07	\$ 9.71
General Cash Room Help	\$ 9.03	\$ 9.17	\$ 9.90
Summer Student Replacement	\$ 5.30	-	-

14.2 Effective September 1, 1990

<u>Classification</u>	<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>
Accounting Clerk	\$ 9.84	\$10.07	\$10.71
General Help Office	\$ 9.34	\$ 9.57	\$10.21
General Cash Room Help	\$ 9.53	\$ 9.67	\$10.40
Summer Student Replacement	\$ 5.80	-	-

14.3 Effective September 1, 1991

<u>Classification</u>	<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>
Accounting Clerk	\$10.34	\$10.57	\$11.21
General Help Office	\$ 9.84	\$10.07	\$10.71
General Cash Room Help	\$10.03	\$10.17	\$10.90
Summer Student Replacement	\$ 6.30	-	-

15.1 These rates are minimum guarantees and shall not be misconstrued to mean maximums. Any further classifications shall be discussed by the Management and the Union Committee.

15.2 Summer student replacements may be hired for the period of May 1st to Labour Day each year. Student replacements must sign a letter that they shall not receive welfare coverage or COLA. They will not pay union initiation fees but must pay union dues. Union dues shall be deducted after completion of one month of employment. The school employees will be used for vacation replacement before any Summer Students are used.

15.3 Employees who are hired after May 25, 1987 to fill temporary openings arising as a result of sickness and accident, leaves of absence, and/or scheduled vacations outside the normal vacation period, or any other legitimate business reason, shall be entitled to receive pro-rated holiday pay and pro-rated vacation pay only; until such time as they obtain a posted job of six (6) or more hours through the job bidding procedure.

15.4 The Company may use Lead Hands who will be chosen from employees who are in the bargaining unit. Lead Hands will have the additional responsibility of directing the work of employees in a particular area or areas. However, Lead Hands will have no authority to impose discipline. Lead Hands will be paid a premium of \$1.25 per hour.

15.5 The rates of pay described above in Articles 12.1 and 12.2 do not apply to employees covered under Schedule "D".

SCHEDULE "B" - VACATIONS

<u>1. Service</u>	<u>Vacation</u>	<u>Method of Payment</u>
Over three months and up to one year	One week	4% or one week's pay whichever is the greater
After one year	Two weeks	4% or two week's pay whichever is the greater
After five years	Three weeks	6% or three week's pay whichever is the greater
After ten years	Four weeks	8% or four week's pay whichever is the greater
After seventeen years	Five weeks	10% or five week's pay whichever is the greater
After twenty-five years	Six weeks	12% or six week's pay whichever is the greater

In order for this method of payment to apply, the qualifying date of June 30th must be attained within the applicable vacation year,

1. Employees will enjoy 6 weeks vacation or 12% after 25 years and vacation pay percentage will be added to each employee's pay and paid out bi-weekly.

2. Employees leaving the Company prior to the qualifying date of June 30th shall be entitled to vacation pay based on their actual earnings (not including taxable benefits) times the appropriate percentage from July 1 to the date of termination. S.U.B. payments are taxable benefits,

3. Covering a period of one year in cases of layoff, sickness, accident or leave of absence full vacation credit will be paid if the employees have worked 100 days or more during the qualifying period July 1 to June 30. For employees who work less than 100 days, the amount of vacation pay will be based upon the appropriate percentage at the qualifying date times actual earnings (not including taxable benefits) during the period July 1 to June 30. S.U.B. payments are a taxable benefit.

4. VACATION SCHEDULES - Food Division

4.1 Vacation schedule lists for Food Division will be posted on February 1st of each year and finalized two weeks prior to the annual Company vacation scheduled by Ford and Chrysler Windsor operations or as soon as the Company is officially advised by Ford or Chrysler the date of the close down,

4. If a Statutory Holiday under Schedule "C" falls during an employee's vacation he or she will be entitled to an extra day of vacation or payment for the holiday. The employee must declare his or her intention before commencement of vacation. No more than three (3) weeks will be taken at one time except by mutual agreement.

4.3 Beginning December 1st each year, employees will be polled by seniority for their vacation preference. Vacation will be allotted using the following formula - Vacation entitlement - 4 or 5 weeks - allowed 3 weeks maximum in prime time (June 1st - September 30th) 3 weeks entitlement - 2 weeks maximum in prime time - 1 or 2 weeks entitlement - 1 week maximum in prime, subject to the availability of time. Any employee who **does** not select their vacation at the time of being polled will be assigned vacation time by the Company. The Company will endeavour to allow the following minimum number of employees off at a time.

January 1 to May 31	6 per week
June 1 to August 31	10 per week
Chrysler shutdown	An additional 30 per week
Ford shutdown	An additional 10 per week
Sept. 1 to Dec. 15	6 per week

Vacations may not be scheduled during the Christmas and New Years Statutory holidays. At the time of being polled for vacation preference employees may specify, if available, the "Shut-Down period" if applicable at an account location. The "Shut-Down Period" may be specified at the account where the employee works or at another account. Vacations will be finalized by December 22nd.

5. VACATION SCHEDULES - Vending and Office Divisions

5.1 Vacation schedules will be posted on January 1st of each year and all employees are required to enter their choice of vacation period by February 28th, after which date the list will be closed. Employees who have not entered their choice on the list by this date will forfeit their seniority for vacation when the schedule is adjusted. No employee will be required to take vacation before March 15th unless he makes application. If a Statutory Holiday under Schedule "C" falls during an employee's vacation period he will be entitled to an extra day of vacation or payment for the holiday. The employee must declare his intention prior to commencement of this vacation. No more than three (3) weeks will be taken at one time except by mutual agreement.

5.2 A vacation schedule will be posted on December 1 of each year for employees wishing to take vacation at other than normal vacation times. Vacations will be awarded on the basis of seniority and the schedule will be finalized on January 15 of the following year. Anyone not having their name on the schedule on January 15 can only exercise their seniority rights at the normal vacation time. The normal vacation period is to be from June 1st to September 30th each year.

5. No employee may take more than three (3) weeks vacation during the months of July and August until all requests are filled.

5.4 Vacation schedule lists for Vending Division will be posted on January 1st of each year and finalized two weeks prior to the annual Company vacation scheduled by Ford and Chrysler Windsor operations or as soon as the Company is officially advised by Ford or Chrysler the date of the close down. It is further agreed that the Company and the Union will co-operate in an effort to satisfy as many employees **as** possible in the scheduling of vacations contingent upon the efficient operation of the Company business.

5.5 Vacation schedule list for Office Employees will be posted on January 1st to March 31st and finalized April 15th.

6. If a Statutory Holiday under Schedule "C" falls during an employee's vacation he or she will be entitled to an extra day of vacation or payment for the holiday. The employee must declare his or her intention before commencement of vacation. No more than three (3) weeks will be taken at one time except by mutual agreement. No employee may take more than three (3) weeks vacation during the months of July and August until all requests are filled.

SCHEDULE "C"

HOLIDAYS

1. Each employee except employees in Commissary classifications who completes his scheduled working shifts immediately prior and following the day of celebration of each of the holidays listed hereunder, or who may be on vacation, or if the employee is excused because of illness or accident or extraordinary conditions beyond its control, shall be paid a sum of equivalent to his current hourly rate for the number of hours he would have worked on such day had it not been a holiday. Employees in Commissary classifications shall work for the regular hourly rate on holidays when scheduled, in which case such employees shall celebrate the holiday on the day preceding the holiday provide that such employee complete his scheduled working shifts prior and following the day of celebration of each of the holidays listed,

2. Paid Statutory Holidays enjoyed shall be:

1989-90 Paid Statutory Holidays

Labour Day	
Thanksgiving Day	
Remembrance Day	
Christmas Eve	December 24th
Christmas Day	December 25th
Boxing Day	December 26th
Holiday	December 27th
Birthday	December 28th
New Year's Eve	December 29th
New Year's Day	January 1st, 1990
Good Friday	
Victoria Day	
Dominion Day	

1990-91 Paid Statutory Holidays

Labour Day	
Thanksgiving Day	
Remembrance Day	
Christmas Eve	December 24th
Christmas Day	December 25th
Boxing Day	December 26th
Holiday	December 27th
Birthday	December 28th
New Year's Eve	December 31st
New Year's Day	January 1st, 1991
Good Friday	
Victoria Day	
Dominion Day	

1991-92 Paid Statutory Holidays

Labour Day	
Thanksgiving Day	
Remembrance Day	
Christmas Eve	December 24th
Christmas Day	December 25th
Boxing Day	December 26th
Holiday	December 27th
Birthday	December 28th
New Year's Eve	December 31st
New Year's Day	January 1st, 1992
Good Friday	
Victoria Day	
Dominion Day	

2. Each employee who completes his or her scheduled working shifts immediately prior to and following the day of celebration of each of the holidays listed hereunder, or who may be on vacation, or if the employee is excused because of illness or accident or extraordinary conditions beyond his or her control shall be paid a sum equivalent to his or her current hourly rate for the number of hours he or she would have worked on such day had it not been a holiday.
3. If a new legal Government Statutory Holiday is declared in February, and the Automotive Industry in Windsor observe this new Holiday, then it shall be considered a Statutory Holiday under this schedule.
4. When a Statutory Holiday falls on a Sunday and the day following is observed by the Government of Canada as a holiday, such a day will be recognized and paid as a holiday but not both days.
5. For the purpose of determining eligibility for holiday benefits (for Office and Food Division Employees,) an employee who is laid off shall be eligible for holiday benefits for a period of thirty (30) days after lay-off.
6. VENDING For the purpose of determining eligibility for holiday benefits, an employee who is laid off shall be eligible for holiday benefits for a period of thirty (30) days after lay-off. In the event an employee is laid-off and is recalled back for a short term recall (a week or less) his holiday eligibility shall be determined from the date of the original lay-off.
7. This clause is null and void during the term of this agreement. In the event an employee's birthday falls on a Saturday, Sunday or holiday, the employee will receive one additional day's pay regardless of whether or not he or she works on that particular day. Application for this day to be taken as a holiday from work must be made a minimum of one week prior to the designated day. Any birthday occurring prior to ratification of this agreement will be received as one day's pay.

8. Employees will be paid for a statutory holiday occurring while on a leave of absence of two (2) weeks or less.

9. The Dominion Day Holiday may be scheduled on any normal working day within five (5) days on which the holiday occurs as per practice at accounts serviced.

SCHEDULE "D"

This schedule applies to Food Service employees working in new food service accounts, excluding industrial accounts which require more than six (6) food service employees, that are obtained by the Company after May 25, 1987. Re-bids may not be made other than under the circumstances described in Section 1 of this Schedule. This Schedule sets out the wages which apply unless specifically excluded by the Collective Agreement or this Schedule.

Any employee working in any new account booked by the Company after May 25, 1987 shall receive all the terms and conditions of the Collective Agreement with the exception of the following:

<u>Classification</u>	<u>Start</u>	<u>6 Months</u>
Cook	\$5.50	\$6.00
General Help	\$5.25	\$5.75

OHIP - Company will contribute 50% of the cost of the premium

Long-term disability will not apply.

Pension will not apply.

1. (a) In the event that the Company should resign an account for economic reasons, it will discuss the problem with the Union in advance. The Union and the Company may then agree to submit a bid under the terms of Appendix "D". Under no circumstances will the Company terminate an existing account in order to rebid under Appendix "D" conditions.
- (b) In certain other circumstances, existing accounts may be put out to tender by the account. If Canteen of Canada Limited intends to submit a bid, the Company shall discuss with the Union whether the bid submission shall be based under the terms of Appendix "D".
- (c) In the event that the Company and the Union mutually agree upon a bid submission based upon paragraph 3 (a) and/or 3 (b) above, the rates of pay for all employees working at the account shall be in accordance with paragraph 2 above.
- (d) The Company and the Union agree to meet within seven (7) days at the request of either party to determine these matters.

SCHEDULE "E"

OFFICE EMPLOYEES

Part time classification - **As** described in Schedule "D" rate \$6.50.

Statutory Holidays paid if day normally worked. Vacation entitlement as per contract. Vacation pay as per Labour Standards Act. Cannot become full time employee unless successful bidder on open job, excluding temporary openings.

Over time after seven and one-half (7½) hours per day or thirty seven and one-half (37½) hours per week.

Will be allowed to bid on open jobs after full time employees have exercised their seniority.

Shall be given first opportunity for available work provided they have the necessary skill, ability and physical capability to perform the work.

Full time employees shall be deemed to have more seniority than part time employees.

Failure to report to work on 3 separate occasions during the term of this agreement without an explanation acceptable to management will automatically terminate the employee.

This does not exclude the use of students and/or casual help.

Part time employees not eligible for company paid benefits except as noted in this appendix.



April 11, 1990

Mr. Bob Low
Area Business Representative
R.W.D.S.U.
505 Bathurst Street,
London, Ontario
N6B 1P5

Dear Bob:

Re: Formulation of the Windsor Collective Agreement

This is to follow up, and set a date to finalize the wording and sign the Collective Agreement.

I have **had** a request on the wording in Article 14.6 as follows:

Grievance Meetings -

Step One -

Unit chairperson of either Food Service or Office\Vending and steward who presented grievance.

Step Two -

Food - Food Chairperson plus the elected committee members and the Unit Business Agent\Agents.

Vending - Office\Vending Chairperson plus Vice Chairperson and the Unit Business Agent\Agents.

Office - Office\Vending Chairperson plus the elected committee member and the Unit Business Agent\Agents.

The week of March 26-30 is good for me other than Wednesday the 28th.

Let me know what date is conducive with you and the committee.

Yours truly,
RESTAURONICS SERVICES INC.

Wendy Walker
Manager Industrial Relations

Memorandum of Settlement

between

Canteen of Canada Ltd.
"The Company"

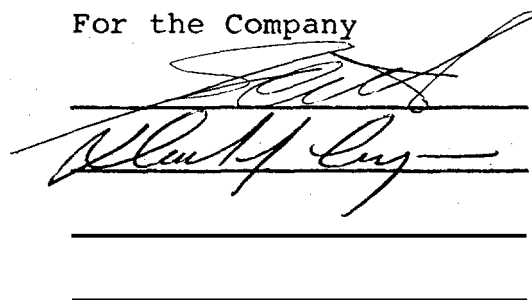
and

Retail, Wholesale & Department
Store Union, Local
representing the
employees in Essex County
"the Union"

1. The parties agree to the terms of this memorandum as constituting full settlement of all matters under negotiations subject to ratification by the bargaining unit employees.
2. The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all the terms of the memorandum to their respective principals.
3. The parties herein agree the term of the collective agreement shall be from September 1, 1989 to August 31, 1992.
4. The parties herein agree that the said Collective Agreement shall include the terms of the previous Collective Agreements which expired on August 31, 1989, provided the following amendments, as set out in Appendix "A" attached are incorporated,

Dated at Windsor this 16 day of Apr 1990

For the Company



For the Union

NOV 26 1990

APPENDIX "A"

1. Article 2 in the Food Agreement be amended to include recognition of Vending and Office Employees in the County of Essex.
2. Article 4.1 be amended to reflect the different probationary period for Vending versus Food Division.
3. Article 4.3 be deleted.
4. Article 8 be amended to allow representation from all three Divisions.
5. Article 9 be amended to allow for a total of 10 committee persons.
6. Article 10 be amended to reflect the co-chair roles.
7. Article 11 be amended to allow the Company an additional 5 working days to reply at Step 2.
8. Article 14.4 and 14.6 be changed to reflect the increase in the number of committee persons.
9. In article 15 change Manager of Customer Service to Branch Manager.
10. Change 16.1 as per Union Proposal to make the tie breaker for seniority the "first person interviewed by the company."
11. Change Article 1 to reflect 45 calendar days probation in Food and Office and 30 days in Vending.
12. Add a new provision to Article 20 that provides first option for a former incumbent bumped from a classification to return to it.
13. Add new Article 20.2 covering Office employees and 20.3 covering Vending employees Job Bidding rights to the new agreement.
14. Amend Article 23.2 to allow for 100% loan in the case of a delay in initial WCB payments.
15. Amend Article 23.3 to provide term insurance of \$25,000 the first of the month following ratification.
16. The company agrees to change its past practice regarding the administration of days off earned under Article 23.5.

17. All references to Blue Cross as the carrier are to be deleted from the agreement.
18. The ODA fee schedule will be updated to 1989 rates effective June 1, 1990 and to 1990 rates effective June 1, 1991. Effective September 1, 1992 the dental plan will be improved to include caps and crowns.
19. Eye glass coverage will increase to \$85 and \$60.00 family effective immediately and to \$100 employee and \$100 employee and \$75 family effective September 1, 1991.
20. Amend Article 24 to provide a \$2000 group insurance policy.
21. Delete Article 26 and transfer all assets of the Pension Plan to the R.W.D.S.U. plan. Further the Company will contribute 30¢ per hour to the Plan effective July 1, 1992.
22. Amend Article 27 so that funeral leave commences upon notice of death.
23. Amend Article 31 to reflect the term of the new agreement.
24. Increase the afternoon shift premium from 85¢ to 90¢ per hour. Create a midnite shift commencing at 11.01 at 95¢ per hour.
25. Change Article 6.2 from 4 p.m. to 12 noon.
26. Increase the Vending division shift premium from \$1.10 per hour to \$1.25 per hour.
27. Provide a general wage increase for all classifications of 50¢ per hour in each year of the agreement to be effective September each year.
28. Wage adjustment are to be retroactive to September 1, 1989 and the Company shall recover the one week pay advance granted employees from that payment.
29. Delete clause 12.4.
30. Amend Schedule "B" that employees will enjoy 6 weeks vacation or 12% after 25 years and that vacation pay percentage will be added to each employees pay and paid out bi-weekly.
31. Update Schedule "C" to provide paid holidays for the term of the new agreement.