

SOURCE	Co. <i>RS</i>	
EFF.	96	02/14
TOTAL	9702114	
No. OF EMPLOYEES	105	
NO. DE EMPLOYÉS	88	



COLLECTIVE AGREEMENT

BETWEEN

**RETAIL WHOLESALE CANAD
CANADIAN SERVICE SECTOR DIVISION OF
THE UNITED STEELWORKERS OF AMERICA
LOCAL 440**

AND

**T.R.S. FOODS (1993) LTD.
OSHAWA**

**EFFECTIVE DATE : FEBRUARY 14, 1996
EXPIRY DATE : FEBRUARY 14, 1997**

APR 26 1996

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INDEX

<u>ARTICLE</u>		<u>PAGE</u>
1	Purpose	1
2	Scope	1
3	Reservation of Management Rights	1,2
4	Membership in the Union	3
5	Discrimination	3,4
6	No Coercion	4
7	Definition of Employees	4
8	Union Representation	4,5,6
9	Grievance Procedure	6,7,8,9
10	Arbitration	9,10,11
11	Seniority	11 to 16
12	Leave of Absence	16
13	Job Bidding	16 to 19
14	No Strikes, No Lock - Outs	19
15	Insurance	19 to 21
16	Wages	21
17	Hours and Days of Work	22
18	Premium Pay	22,23
19	Seven (7) Day Operation	23,24
20	Call Back Pay	24
21	Reporting Pay	24,25
22	Working Conditions	25,26,27
23	Paid Holidays	27, 28
24	Vacations	28/29,30
25	Bereavement Pay	30
26	Jury Duty	30,31
27	Termination and Modification of Agreement	31
	Schedule " A "	32

COLLECTIVE AGREEMENT

BETWEEN :

T.R.S. FOODS (1993) LTD.

12 WATERLOO ST OSHAWA, ONTARIO

(hereinafter referred to as the " Company")

AND

RETAIL WHOLESALE CANADA

CANADIAN SERVICE SECTOR, DIVISION OF THE

UNITED STEELWORKERS OF AMERICA

LOCAL 440

(hereinafter referred to as the " Union ")

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.

ARTICLE 1 - PURPOSE

1.01 The general purpose of this Agreement is to establish mutually satisfactory relations between the Company and its employees in 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.

ARTICLE 2 - SCOPE

2.01 The Company acknowledges that the Union is the sole and exclusive Bargaining Agent for all employees at or working out of its' operations in Oshawa, Ajax, Whitby, and Pickering, Reynolds Aluminium, employees working in the cafeteria servicing Columbia house, Toronto: but excluding employees above the rank of supervisor, chef; assistant chef, office staff, salaried sales staff, persons employed in social catering or persons employed in office coffee services.

ARTICLE 3 - RESERVATION OF MANAGEMENT RIGHTS

3.01 The Union recognizes the right of the Company to hire, promote, transfer, demote and lay off employees and to suspend, discharge or otherwise discipline employees for just cause, subject to the right of the employee to lodge a grievance in the manner and to the extent as herein provided.
The Union further recognizes the right of the Company to operate and manage its business in all aspects, to maintain order and efficiency. The Union further acknowledges that the Company has the right to make and alter, from time to time, reasonable rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement.
Every effort will be made to discuss any changes prior to implementation of said rules and regulations.

- 3.02 An employee shall be a "Probationary Employee" until such employee has acquired seniority rights, at which time, the employee shall become a "Seniority Employee". The retention of a "Probationary Employee" shall be at the sole discretion of the Company and there shall be no responsibility for the re-employment of "Probationary Employees" who are laid off or discharged, except if directed by a decision of an Arbitrator, The Ontario Labour Relations Board or the Ontario Human Rights Commission. Any claim made by a "Probationary Employee", that such employee's lay off or discharge is not for just cause may be taken up as a grievance.
- 3:03 The Company will be under no obligation to retain any employee who is not insurable with the Company's insurance carrier, or who is not licensed to operate a commercial vehicle. If operating a commercial vehicle is a part of their job.
- 3:04 The Company also will be under no obligation to retain any employee hired who cannot be bonded if the job assignment requires bonding.

ARTICLE 4 - MEMBERSHIP IN THE UNION

- 4.01 The Company agrees that with reference to such of its employees as are covered by this Agreement, it will retain in its employ, only members in good standing of the Union. The Union agrees that it will not unreasonably deny application for admission to the Union.
- 4.02 (a) The Company agrees that a check-off of all monthly dues and assessments for all employees covered by this Agreement who have completed their probationary period shall be made on the last pay day of each month and such dues, along with a list of employees so deducted, shall be submitted to the National Office of the Union, before the fifteenth (15th) day of the following month.
- 4.02 (b) The union shall advise the Company in writing of the amount of all monthly dues and assessments. Any changes in the amount of said monthly dues and assessments shall be communicated to the Company in writing and shall become effective the month following receipt of such notice by the Company.

4.03 The Union shall indemnify and save the Company harmless from any and all claims for amounts deducted from pay and remitted under the terms of this Article.

ARTICLE 5 - DISCRIMINATION

5.01 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's membership in or connection with the Union.

5.02 The Company and the Union agree that there shall be no discrimination against any employee so outlined in the Ontario Human Rights code.

ARTICLE 6 - NO COERCION

6.01 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.

6.02 The Union further agrees that there shall be no solicitation of members, or other Union activities on the premises of the Company, or during the working hours of the employees, except as permitted by this Agreement. It is understood that no meetings of the Union or its members will be held on the premises of the Company at any time without the prior approval of the Company.

ARTICLE 7 - DEFINITION OF EMPLOYEES

7.01 A full time employee is one who is scheduled to work more than twenty four (24) hours per week on a permanent job assignment received through a job bid or job placement.

7:02 A part time employee is one who is scheduled to work twenty four (24) hours or less per week on a regular basis.

ARTICLE 8 - UNION REPRESENTATION

8.01 The Company acknowledges the right of the union to appoint or otherwise select stewards from among employees who have at least twelve (12) months seniority with the Company, as **follows:**

Unit Chair Person 1

Group #1 1
Group #2 1
Group #3 2

Any additional stewards as may be required from time to time shall be agreed upon between the Company and the Union.

- 8.02 It shall be the Steward's duty to represent eligible employees in presenting Grievance Procedures and to assist in the operation of the Agreement.
- 8.03 The Company acknowledges the right of the Union to have up to four (4) members on the negotiating committee to include the three (3) stewards and the Unit Chairperson. It shall be the negotiating committee's function to meet with Company to negotiate the renewal of this Agreement.
- 8.04 The Union shall notify the Company in writing of the names of the stewards, including the Unit Chair Person and negotiating committee members. The Company shall not be required to recognize any steward or committee member until such notification has been received.
- 8.05 The Union acknowledges that the Stewards have regular duties to perform on behalf of the Company, and that such persons will not leave their regular duties without obtaining the permission of the Manager or an authorized representative, and such reasonable request shall not be denied.
- 8.06 For the purpose of Lay-off only:
(I) The Steward shall be retained in employment regardless of seniority as long as there is bargaining unit work which they are qualified to perform within their location as defined in Article 11: Paragraph 11.08 (d).

(11) The Unit Chairperson shall be considered to be the most senior employee in the bargaining unit during the term of office provided Unit Chairperson is qualified to perform the required work.
- 8.07 Stewards shall receive their regular rates of pay at straight time, for time spent in Company / Union grievance meetings held during their normally scheduled hours of work.
- 8.08 The Company will grant a Leave of Absence without pay to a delegated union member or members (no more than one (1) per unit) to attend union conferences or

conventions. The Leave of Absence will be requested at least 30 days prior to it taking effect. Management will replace such employees at its discretion making every effort to use a Bargaining Unit employee.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is generally understood that an employee has no grievance until the employee has first allowed the Manager an opportunity of adjusting the complaint.

9.02 (a) A grievance shall be defined as a complaint, by an employee, regarding the interpretation, application of alleged violation of the terms and provisions of this Agreement, or in the case of an employee who has been discharged or disciplined without just cause.

(b) All Verbal and written warnings shall be given in writing to the employees and the Union Steward.

9.03 If an employee has any complaint or question arising from the Collective Agreement, which they wish to discuss with the Company, the employee may discuss the matter with the employee's Manager. In order to be considered as a grievance, such discussion must take place within five (5) working days of the initial occurrence of the grievance.

9.04 It is expressly understood that an employee who has a complaint or a grievance shall follow the procedures as outlined in this Article and pending the investigation and determination of the validity of such claim shall continue to perform the duties assigned by management (unless the employee has been suspended or discharged), providing such duties do not jeopardize the life, health or safety of the employee.

9.05 If such complaint or question is not settled to the satisfaction of the employee concerned within five (5) working days, the following steps of the Grievance Procedure may be invoked as follows:

STEP 1

An employee may present, together with a Steward, a signed dated, written statement of such grievance (on a

form supplied by the Union and, approved by the Company) to the employee's Manager. The Manager shall give his reply in writing to the employee with a copy to the Union within five (5) working days following presentation of the grievance. Should no settlement satisfactory to the employee be reached, the next step in the grievance procedure must be taken at any time within five (5) working days of the Manager's reply.

STEP 2

The employee, together with his steward, may submit a grievance in writing to the Department Manager. Within five (5) days of receipt of the grievance at Step 2, a meeting shall be arranged to discuss the grievance to be attended by the aggrieved employee, together with the Unit Chairperson or designate and management. It is understood that a staff officer of the Union may also be present at this meeting, at the request of either party. The Department Manager shall give a decision in writing to the employee and the Union within five (5) working days following the date of the meeting.

STEP 3

The employee, together with their Steward, may submit a grievance in writing to a member of Senior Management. Within five (5) working days of the receipt of the grievance, after the second step, a meeting shall be arranged to discuss the grievance to be attended by the aggrieved employee, and the Unit Chairperson and a member of Management who has not been involved in the grievance at the lower steps. A staff officer of the Union may be requested to attend the meeting by the Unit Chairperson. The Member of Senior Management, shall respond in writing to the Union of the Management's decision within five (5) working days after the meeting .

- 9.06 An employee, together with their steward, claiming that they have been discharged from employment without just cause, may file a written statement of such claim at Step 3 of the grievance procedure providing such claim is lodged with the Department Manager within three (3) working days of the discharge.
- 9.07 The Company or the Union shall have the right to lodge a policy grievance with the other party concerning the application or interpretation of any provision of this Agreement commencing at Step 3 of the grievance

procedure. The policy grievance shall first be presented in writing to the other party within ten (10) working days of the initial incident giving rise to the complaint and a meeting shall be held between representatives of the Company and the Union. The policy grievance shall be answered in writing by the receiving party, within five (5) working days of such meeting.

9.08 Any complaint or grievance which is not commenced or processed through the next stage of the Grievance Procedure within the time specified shall be deemed to have been dropped and if commenced considered to have been settled on the basis of the Company's reply to the grievance. However, time limits specified in the Grievance Procedure may be extended by mutual agreement confirmed in writing between the Company and the Union. If no written answer has been given to the grievance within the time limits specified, the Union shall be entitled to submit the grievance to the next stage including arbitration.

9:09 In final settlement of the grievance is not reached at Step 3, then the grievance may be referred, in writing by either party, to Arbitration as provided in Article 10, at any time within then (10) working days after the final decision is given in Step 3. If no such written request for arbitration is received within the time limits then it shall be deemed to have been abandoned.

9:10 During the term of this Agreement, meetings of the Grievance Committee with the Management shall be held at the request of either party.

ARTICLE 10 - ARBITRATION

10.01 When either party requests that a grievance be submitted to arbitration, they shall advise the other party in writing with the name of their nomination for an arbitrator. The other party will advise the moving party to the grievance of their nomination for an arbitrator. The parties will meet within ten (10) working days after both parties have received the other's nomination for an arbitrator to select an arbitrator.

In the event the parties are unable to agree on the selection of an arbitrator, they may request the Ministry of Labour for the Province of Ontario to appoint an arbitrator.

10:02 No person may be appointed as an arbitrator who has

been involved in an attempt to negotiate or settle the grievance.

10:03 Each of the parties hereto shall equally bear the expense of the arbitrator appointed.

10:04 No matter may be submitted to Arbitration which has not been properly carried through all previous steps of the Grievance Procedure.

10:05 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, or to alter, modify, or amend any part of this Agreement. Further the Arbitrator is not authorized to deal with nor adjudicate any matter not covered by this Agreement, or arising outside the terms of this Agreement.

10:06 The proceedings of the Arbitrator will be expedited by the parties hereto, and the decision of Arbitrator will be final and binding upon the parties hereto.

10:07 Time limits specified in this Article may be extended by mutual agreement, confirmed in writing; between the Company and the Union.

ARTICLE 11 - SENIORITY

11.01 Seniority is based on length of continuous full time or part time employment as a permanent regular employee with the Company since the last date of hire as a permanent full time or permanent part time regular employee, but adjusted to recognize any periods of absence in which seniority was maintained but did not accumulate.

11.02 Seniority lists shall be posted on the bulletin board at least every six (6) months with a copy to be given to the Unions Unit Chairperson.

11.03 An employee shall be considered a "Probationary Employee" as defined in Article 3 paragraph 3:02, until such employee has worked a total of sixty (60) days within any continuous twelve (12) month period at which time the employee shall become a "Seniority Employee".

11.04 On successful completion of the probationary period the employee shall be placed on regular staff, the employee's name shall be placed on the parttime seniority list within the appropriate group, until such time as the employee has received a permanent full time job assignment. The employee's seniority date shall date back

1

sixty (60) Company working days prior to the date the employee completed his sixtieth (60th) day of work. Employees acquiring seniority on the same date shall be added to the appropriate seniority list in alphabetical order.

11.05 In exercising the seniority as provided herein there shall be separate lists for each of the following three (3) groups and separately within each group for full time and part time employees.

Group 1 Vending Classification, Stockhandlers and Driver/Delivery Personnel (working out of 12 Waterloo St.

Group 2 Supervisor Leanhand, Assistant Supervisor Leadhand, Leadhand

Group 3 Hostess and other Cafeteria Personell (including Mobile Cart Hostess)

11.06 The Company shall notify an employee of a lay-off as soon as reasonably possible after the Company has made the decision to reduce the work force.

11.07 When there is to be a layoff the employee with the least seniority in the classification(s) at the location(s) affected shall be laid off subject to the provisions of Articles 11.08 through 11.12 of the Collective Agreement with the following provision.

In order to provide the Company with an opportunity to properly plan and manage the activity of the work force there shall be an adjustment period of three (3) working days, during which the Company will assign senior employees to jobs without reference to the comparable work week " provision of the Agreement.

11.08 An employee who is affected by the work shortage and is thus subject to lay-off of an anticipated duration of one (1) month or less shall be entitled to claim the job of another employee by exercising their seniority in accordance with the following provisions:

- (a) that such other job is held by the employee with less seniority on the same seniority list; and
- (b) that the employee claiming such other job has the skill, ability, and suitability to perform it without formal training; and

- (c) that the employee claiming such other job has the skill, ability and suitability to perform it without formal training: and
- (d) for the purpose of 11:08 (a), the word "location" means all the operations at one customer's single address (e.g. General Motors's Oshawa, Sout Plant): and
- (e) for this purpose the fulltime and parttime list and Groups two (2) and Group three (3) shall be combined.
- (f) the sequence off lay-off shall be by classification, then by group within the same location.

11.09

An employee who is affected by a work shortage and is thus subject to lay-off of an anticipated duration of more than one (1) month or a permanent plant closure, shall be entitled to claim the job of another employee by exercising their seniority, subject to the following conditions:

- (a) That the employee claiming such other job has the skill, ability and suitability to perform said job without formal training and:
- (b) that such job is a comparable work week.
- (c) The sequence of layoffs shall be by Classification first, then by location, then by Geographical Area.

11.10 Recall

In the event there is work of anticipated duration of five (5) working days or more the Company shall recall employees in order of seniority provided the employee is able to meet the conditions set out in paragraph 11:09 (a). In the event of work of anticipated duration of less than five (5) working days the Company may fill at its discretion making every effort to use a bargaining unit employee.

During the recall procedure the Company will endeavour to return employees to their former work area as soon as possible provided there is work available in that area. In order to ensure the minimum disruption of customer service the Company shall have a ten (10) working day adjustment period, during which returning employees may be assigned to jobs without reference to

the seniority provisions of this Agreement.
In the event of a temporary shutdown at a location of more than one (1) month the affected employees will return to their former positions upon reopening of the location.

11.11 FORFEIT OF SENIORITY

An employee's seniority shall be forfeited and their employment shall be deemed to have terminated if:

- (a) a person is laid off in excess of twelve (12) months;
- (b) an employee quits;
- (c) an employee is discharged unless such discharge is reversed through the grievance procedure;
- (d) a person uses a leave of absence for a purpose other than for which it was granted or overstays a leave of absence for more than two (2) days without written permission of the Company;
- (e) An employee's seniority shall be deemed to have been broken under the terms of Article 11, Paragraph 11 (b), who has been absent from work for three (3) consecutive work days without directly notifying the Company Management, unless the reason put forth by the employee for failure to notify the Company is acceptable by Management.
- (f) a person on lay-off, who is recalled to work by registered mail, telegraph or other notice, fails to report to work or directly notify the Company Management within five (5) working days, seniority will be broken under the terms of Article 11, Paragraph 11 (b). The reason put forth by employee not to respond to notice of recall must be acceptable to Management.
- (g) An employee reaches the age of sixty-five (65), or retires;
- (h) a person is absent from work due to accident or illness not covered by Worker's Compensation for the lesser of twenty four (24) months or the length of the employee's seniority, or becomes permanently disabled.

11.12 An employee shall accumulate seniority under any of the following conditions:

- (a) While at work for the Company, after completing the probationary period as set out in clause 11.03.
- (b) During any period when prevented from performing work for the company, by reason of injury arising out of and in the course of employment for the Company and for which the employee is receiving, compensation under the provisions of the Worker's Compensation Act.
- (c) Absence due to illness or injury up to twelve (12) months subject to paragraph 11:11. In the event the employee is absent due to illness or injury for a period greater than twelve (12) months, the employee shall maintain seniority but not accumulate seniority subject to paragraph 11:11.

11.13 TRANSFER OUT OF BARGAINING UNIT

Any member of the Bargaining Unit who is offered a promotion into management shall be granted a three (3) month Leave of Absence from the Bargaining Unit for assessment purposes. During the leave the employee shall not be obligated to pay Union Dues and their seniority will be frozen at the date of leave. In the event that the employee returns to the Bargaining Unit prior to expiration of the leave, their seniority will be reinstated with the time out of the bargaining unit being deducted from their seniority date and the employee will be returned to their former job provided that the position is still available. If the job has been eliminated the employee will be allowed to exercise seniority rights to claim a similar position. Under no circumstances will a leave be extended beyond three (3) months.

- 11.14 If a seniority employee's permanent job assignment is reduced by 3 hours or more per week: or the job assignment is reduced from a full time assignment hours to a parttime assignment hours, the employee may exercise their seniority rights in accordance with article 11:09.
- The employee will notify management, within three (3) working days, of their intent to exercise their seniority under this article.
- Wherever possible the junior employee in the cafeteria will be effected by a reduction of hours first.

ARTICLE 12 - LEAVE OF ABSENCE

- 12.01 Employees desiring leave of absence must request leave

in writing and the Company may grant such 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.

ARTICLE 13 **JOB BIDDING**

- 13.01 (a) The term "Permanent Vacancy" as used in this Agreement shall be defined as any job opening of more than seven (7) working days duration created by a new job assignment: a second vacancy under Article 13 paragraph 13:05: the termination of an employee covered under Article 11, paragraph 11.
- (b) The term "Temporary Vacancy" shall be defined as one created by employees who are off as a result of Sickness, Worker's Compensation or an approved leave of absence, in excess of two (2) weeks in a single location. The Company will post such temporary openings and allow seniority employees in that location, to bid the posting. Only those employees who have the skill and ability to perform the assignment, will be selected in order of seniority. When the employee returns from Sickness, Workers' Compensation or an approved Leave of Absence, the employee will be reinstated to the job assignment they previously held. Those employees filling the Temporary Posting will return to their original job assignment. Any subsequent vacancies will be filled at Management's discretion with every effort made to fill such vacancy with a bargaining unit employee.
- 13.02 The Company may temporarily fill a vacancy for a period of seven (7) working days or for a longer period if the extension is approved by the union. The Company will fill such vacancy at its discretion and make every effort to fill such vacancy with a bargaining unit employee.
- 13.03 When a vacancy, other than a temporary vacancy occurs, which the Company needs to fill, the Company shall post such vacancy in accordance with the provisions of this Article.
The posting shall state the nature of the job, the existing hours of work and the regular earnings of the vacant position. A copy of all job postings will be given to the Unit Chairperson.
- 13.04 The Notice of Vacancy shall be posted as soon as

possible for five (5) working days at all locations. Any otherwise eligible employee, may make written application, in duplicate, to fill such vacancy, one copy to the Company and one copy to be filed with the Department Steward.

(a) Only the original vacancy and the one vacancy caused by the filling of the original vacancy as described in clauses 13.04, shall be posted. Subsequent vacancies may be filled by the Company's discretion with a bargaining unit employee.

(b) Awarding Job Bids

Job bids will be awarded in accordance with the following:

Job Bidding employees shall be considered on single seniority list regardless of their Full or Part Time status. As between capable employees in the opinion of the Company, which shall not be used in a discriminatory manner, the employee with the greater seniority making application shall receive said vacancy.

(c) With the successful applicant under article 13:04 (b) chosen: Management is prepared to train the employee on the new assignment up to a maximum of one (1) weeks.

Following the training, the Company will evaluate the employee's performance and discuss said evaluation with the Steward.

If the employee is unable to meet standards after the training is completed, the employee will return to their former position.

A vacancy created by an employee entering the training programme will not be considered a permanent vacancy until the job bid is completed.

13.05

(a) No employee shall make more than one (1) successful bid in a six (6) month period.

(b) At any time after a successful bid on a full time job, the hours of work for the job are decreased or increased by two (2) hours or more per week, or the job is changed to a part time job or eliminated, or the employee has been transferred to a different location by the Company, the employee may then have the right to bid on any

subsequent vacancy for which they is otherwise eligible.

ARTICLE 14 NO STRIKES, NO LOCK-OUTS

14.01 During the term of this Agreement, the Company agrees there shall be no lock-out, and the Union agrees there shall be no strike, slowdown, including cessation of work, a refusal of work or to continue to work by the employees, or other concerned activity on the part of the employees designed to restrict or limit output.

ARTICLE 15 - INSURANCE

15.01 The Company shall pay the full premium cost for the following benefits in accordance with the terms, conditions and regulations of the various plans for permanent full time seniority employees, who were hired prior to December 31, 1995, as defined in Article #7, paragraph 7:01, Article #11, paragraph 11:03, and their spouse, up until the end of the month that they reach the age of sixty five (65) years of age: dependent children under the age of twenty one (21) years of age or twenty five (25) years of age if still attending university or college on a full time basis:

Those full time employees hired after JANUARY 1, 1996, and who have completed one years service as a regular full time employee, shall pay, at a rate of fifty percent of the premium costs of the insurance benefits mentioned in this Article 15.

(i) Benefits will cease in accordance with Article 11 paragraph 11:11 (b), (c), (d), (e), (f), (g), (h), or if a layoff is in excess of 13 weeks or a lay off is permanent or a such time as the employee waves there recall rights, or at such time as an employee is transferred from the fulltime list to the parttime list.

(a) GROUP LIFE INSURANCE: For full time employees only, to be ten thousand (10,000) dollars.

(b) WEEKLY INDEMNITY PLAN: To provide for the percentage of regular earnings and to a maximum provided by UIC. Such benefit to commence on the first day of non-occupational accident or hospitalization: or on the fourth (4th) day of sickness. In accordance with the following: The first two (2) weeks, the Company Provided insurance: **The next fifteen (15) weeks, UIC will apply:** The next thirteen (13) weeks the Company



provided insurance, In order to qualify for Weekly Indemnity the proper forms must be filled out by your physician and yourself.

(c) EYEGLASS COVERAGE: A maximum of two hundred (200) dollars per eligible adult and two hundred (200) dollars per eligible child in each twenty-four (24) month period.

(d) PRESCRIPTION DRUGS: A generic drug plan will be provided for the employee and their immediate family as previously outlined.

(e) DENTAL COVERAGE:

Equivalent to the existing plan in accordance with the 1990 ODA fee scale.

(f) ONTARIO HEALTH INSURANCE STANDARD PLAN (O.H.I.P.): for all employees in accordance with the Ontario (Semi Private and Private coverage for hospital stay is not covered under the plan).

15.02 Parttime employees as defined in Article 7, paragraph 7.03 and 7:04 as one who works twenty four (24) hours per week or less on a regular basis shall not be eligible for any Company benefits in accordance with article 15:01.

15.03 It is understood and agreed that in assessing the expense required far these negotiated benefits outlined within this Article, the parties have taken into account any and all savings on premiums or eliminate of premiums that may be realized during the period of this Agreement under the Unemployment Insurance Act, O.H.I.P. or any other Government legislated plan, and the full employee's portion of any savings resulting from this assessment are included as part of the negotiated wage increases and improved benefits contained in this Collective Agreement.

ARTICLE 16 - WAGES

16.01 Attached hereto and forming part of this Agreement is Schedule " A which sets forth the scale of wages which shall be maintained during the term of this Agreement.

ARTICLE 17 - HOURS AND DAYS OF WORK

17.01 It is expressly understood that the provisions of this Article are intended only to provide a basis for

calculating payment for time worked and shall not constitute a guarantee as to the hours of work per days or per week, not as to days of work per week nor as a guarantee of working schedules.

17 :02 The normal work week for all Seniority Groups shall be a forty (40) hours.

17:03 **WEEKEND AND HOLIDAY OVERTIME**

- (a) Cafeteria Management will post a notice of overtime on Wednesday in the week prior to the weekend or holiday overtime schedule. Employees who are desirous of working the overtime that is available, must sign the list indicating their desire to work such overtime. On the Wednesday preceding the scheduled overtime, Management will remove the list and review the names of those employees who are desirous fo such overtime along with the needs of the area working such overtime and will advise those employees who are scheduled to work the overtime.
- (b) Those employees scheduled to work the overtime will be scheduled byseniority, first within in their own cafeteria then by location by shift. Not withstanding, the above location ma develop it's own overtime system if mutually agreed upon between The Company and The Union.

A LETTER OF UNDERSTANDING REGARDING EACH LOCATIONS OVERTIME SYSTEMS SHALL BE FILED WITH THE UNION. THE SYSTEM OF SCHEDULING OF OVERTIME SHALL BE DEVELOPED WITH JOINT AGREEMENT BETWEEN THE UNION AND MANAGEMENT. MANAGEMENT RESERVES THE RIGHT TO REVERT **BACK** TO ARTICLE 17: PARAGRAPH 3

- (c) If an insufficient number of employees have applied to work such overtime, management will staff such assignments by inverse seniority.
- (d) It is understood by the parties that employees assigned to the Sunday Night Shift start , shall have exclusive right to overtime worked on the shift of Friday.
- (e) It is understood by the parties that employees assigned to a night start after 9 pm shall be considered a morning shift.

ARTICLE 18 - PREMIUM PAY

- 18.01 (a) All work in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week or work performed on Saturday shall be paid at the rate of time and one-half (1-1/2) the employee's regular hourly rate. All work performed on Sunday with the exception of Article 18:02 (a) and (b) shall be paid at premium rate of regular rate of pay plus \$1.50 per hour for all hours worked.
- (b) Where there is a midnight shift as per the request of the client than all shift commencing on the Sunday night after 9:00 pm will be considered a Monday shift, or the first day worked on a six day week.
- 18.02 (a) It is agreed that all hours worked by General Stock (Packers) and Truck Drivers/Delivery on a regular shift commencing on Sunday thru to Thursday shall be paid the regular hourly rate.
- (b) Where there is a midnight shift as per the request of the client than all shift commencing on the Sunday night after 9:00 p.m. will be considered a Monday shift, or the first day worked on a six day week.
- 18:03 All work performed on Statutory holidays shall be paid at the rate of one and one half (1-1/2) the employee's regular hourly rate.
- 18.04 Employees who work a full normal week as described in Article 17- Hours and Days of Work, and whose complete shift falls between the hours of 1:00 p.m. and 10:00 a.m. shall receive a night premium of forty (40) cents per hour. It is understood that the premium rate for overtime shall not apply to the night premium.
- 18.05 It is understood that there shall be no pyramiding of premium rates. If required to work a weekend pm shift you will still receive your night premium paid on the hours worked. Time and one half does not apply to night premium.
- 18.05 If an employee is assigned to work in a higher classification for one hour or more per day, that employee shall be paid at the rate of the higher classification for all time so worked.

ARTICLE 19 - SEVEN (7)DAY OPERATION

19.01 In the event a customer advises the Company that the customer is changing its production schedule for a period of three (3) months or more to a seven (7) day work week which requires our services during this period. Article 17 - Hours and Days of Work and Article 18 - Premium Pay shall be amended as follows:

- (a) The normal hours of work for all classifications and all seniority groups at the location shall be up to a total of eighty (80) hours over a fourteen (14) day period.
- (b) Premium pay shall be paid for all authorized hours worked in excess of eight (8) hours in any one (1) day, or eighty (80) hours over a fourteen (14) day period at the rate of time and one half (1-1/2) the employee's regular hourly rate.
- (c) All authorized work performed on paid holidays shall be paid at the rate of time and one half (1-1/2) the employee's regular hourly rate.
- (d) Employees who work a full normal week and whose complete shift falls between the hours of 2:00 p.m. and 10:00 a.m. shall receive a night premium of forty cents (\$ 0.40) per hour. It is understood that the premium rate for overtime shall not apply to the night premium.
- (e) It is understood that there shall be no pyramiding of premium rates.

ARTICLE 20 - CALL BACK PAY

20.01 An employee who is called back into work after normal stopping time or who has left work for the day shall be paid a minimum of four (4) hours at the regular hourly rate ,or as per article 18:01.

ARTICLE 21 - REPORTING PAY

21.01 An employee who properly reports for work at the commencement of their regular shift, unless they has been notified or a reasonable attempt has been made to notify, in advance not to work, shall receive at least one half (1/2) of the scheduled hours of their regular shift at the straight time rate if there is no work available, except in cases of labour dispute: machinery, equipment, power or other utility breakdown; Acts of God; or other emergencies beyond the control of

the Company .

ARTICLE 22- WORKING CONDITIONS

22.01 LUNCH AND REST PERIODS

Employees shall be granted Lunch and Rest Periods according to the following schedule:

- (a) Employees working a continuous schedule of six and one half (6-1/2) hours or more in day shall be granted a one half (1/2) hour unpaid lunch period daily and shall also be granted two ten (10) minute rest periods as scheduled.
- (b) Employees working a continuous schedule of more than four and one half (4 1/2) hours but less than six and one half (6-1/2) hours in a day shall be granted a one half (1/2) hour unpaid lunch period daily and shall also be granted one ten minute rest period as scheduled.
- (c) Employees working a minimum of three (3) and a maximum of four and one half (4 1/2) hours shall be granted one ten minute rest period as scheduled.
- (d) Unpaid lunch breaks may be scheduled into Part Time shifts at the Company's discretion.
- (e) All single locations (one person locations) shall be entitled to a paid lunch.

22.02 UNIFORMS

- (a) Hostesses will be supplied two (2) complete uniforms and an extra bib once yearly. The employee is responsible to maintain such uniforms in an acceptable condition to the Company, such as cleaning, pressing and in good repair etc. Employees will be advised of the proper cleaning methods that are required. Employees are required to wear the complete uniforms when at work, uniforms are not to be worn at any other time, unless it is travelling to and from work.

When leaving the employ of the Company, the Employee will return the complete uniform to the Company.

- (b) Employees required by the Company to wear CSA approved safety foot wear, upon authorization and approval, in writing, from their Manager, will be

reimbursed for seventy-five (75) percent of the cost up to a maximum of fifty (50) dollars per year.

(c) VENDING UNIFORM:

Vending personnel will be supplied two (2) complete uniforms once yearly , with the following exceptions:

- (i) One (1) winter jacket every thirty-six months.
- (ii) One (1) spring jacket every thirty-six months or as deemed necessary by the Company.

The employee is responsible to maintain such uniforms in an acceptable condition to the Company, such as cleaning, pressing and in good repair etc. Employees will be advised of the proper washing methods that are required.

Employees are required to wear the complete uniform when at work, unless it is travelling to and from work. When an employee leaves the employ of the Company, the employee will return the complete uniform to the Company.

22.03 UNION NOTICE BOARD

Bulletin boards shall be supplied by the Company for the posting of Union notices and the seniority list.

22.04 Employees shall be permitted to purchase through payroll deduction one Company meal and one beverage per day from the regular menu at a cost of two (2) dollars per day plus GST, which shall be deducted from their pay cheque on a weekly basis.

22.05 **The** company undertakes to act reasonably with request to the requirement contained in this agreement that any employee who is absent shall provide a doctor's note or report with respect to such absence; and in so doing, one of the factors the Company agrees to take into account when such note or report is required, is the employees historical absenteeism as it relates to the overall absenteeism rate of the Company.

22:06 All employees are to be paid through direct deposit on a weekly basis.

ARTICLE 23 - PAID HOLIDAYS

- 23.01 (a) Each employee who has completed the probationary period shall receive the following eight (8) holidays days with pay:
NEW YEAR'S DAY
GOOD FRIDAY
VICTORIA DAY
CANADA DAY
LABOUR DAY
THANKSGIVING DAY
CHRISTMAS DAY
BOXING DAY
1 FLOATING HOLIDAY
- 23.02 In order to qualify for the above holiday pay, an employee must have worked their full regularly scheduled shift immediately preceding and immediately following the paid holiday.
- 23.03 In the event an employee is receiving weekly indemnity Unemployment Insurance or Worker's Compensation the employee shall be ineligible for holiday pay.
- 23.04 An Employee who is off work due to suspension, leave of absence, maternity leave shall not be entitled to pay for any paid holiday occurring within such period.
- 23.05 In the event the paid holiday falls during an absence due to lay-off for a period not exceeding twelve (12) working days, during the four (4) weeks immediately preceding the paid holiday, the employee shall receive holiday pay provided that the employee works their last full scheduled work day before and after such lay-off.
- 23.06 An employee shall be paid at fifty (50) percent of his total regular daily pay at his regular hourly rate for each paid holiday, based on his last scheduled work day preceding the holiday and his first scheduled work day following the holiday. The employee must qualify under paragraphs 23.02, 23.03, 23.04 and 23.05.

ARTICLE 24- VACATIONS

- 24.01 Time off for vacation shall be granted employees based on their seniority within their own classification but consistent with the efficient operation of the Company. A list showing available vacation time shall be posted by the Company no later than March 1st each year. Employees shall declare their vacation request by May 1st and the Company shall post the schedule by May 15th. Once the vacation schedule is posted, it can only be changed by mutual written agreement.

24.02 The vacation year shall be from January 1st to December 31st. The prime vacation period shall be from June 1st to September 15th each year. In the case of employees entitled to a vacation credit of three (3) or more weeks' vacation, it is understood that an attempt will be made with mutual consent to schedule the third, fourth and fifth weeks. If such consent cannot be agreed upon, then, the Company will assign these weeks, not necessarily consecutive to the two (2) week period during prime time.

24:03 For the purpose of vacation payment the following accrual will apply: (based on the previous years T-4 slip used for income tax purposes less taxable benefits)
-After one (1) full years' continuous service as of December 31. - 4% vacation accrual (2 weeks vacation time off)
-After five (5) years' continuous service as of December 31 - 6% vacation accrual (3 weeks vacation time off)
-After twelve (12) years' continuous service as of December 31:- 8% vacation accrual (4 weeks vacation time off)
-After twenty (20) years' continuous service as of December 31 - 10% vacation accrual (5 weeks vacation time off)

EMPLOYEES HIRED AFTER RATIFICATION WILL HAVE THEIR VACATION ACCRUAL PAID CURRENT (ON THEIR PAY CHECK) WITH THE FOLLOWING SCHEDULE:

-After one (1) full years' continuous service as of December 31. - 4% vacation accrual (2 weeks vacation time off)
-After five (5) years' continuous service as of December 31 - 6% vacation accrual (3 weeks vacation time off)
-After ten (10) years' continuous service as of December 31:- 8% vacation accrual (4 weeks vacation time off)
-After twenty (20) years continuous service as of December 31 8% vacation accrual with (5 weeks vacation time off)

24.04 An employee who voluntarily leaves the employment of the Company, who has given one (1) week's notice of termination and who has completed one (1) year's continuous service as of the previous December 31, shall be entitled to receive any vacation credits not received for the previous year ending December 31st and in addition, will receive credit pro-rata for any accrual owing from January 1 of the current year to

*

date of termination in accordance with the employment standards act.

- 24.05 All other employees who terminate their employment will receive vacation pay in accordance with the Employment Standards Act.

ARTICLE 25- BEREAVEMENT PAY

The Company shall grant bereavement pay of **up** to three working days for the absence in the event of a death in the employees immediate family: husband, wife or common-law spouse of the opposite sex, as defined as living in joint domicile for a continuous period of at least one year and has been publicly represented by the employee as the employee's spouse: children, parent, brother, sister or parent-in-law. In the event of the death of a brother-in-law, sister-in-law, grandparent or grandchild he shall be granted up to one day with pay. Such time off must be taken at the time of bereavement.

ARTICLE 26 - JURY DUTY

- 26.01 In the event that an employee is called for jury duty, or is subpoenaed as a Crown Witness, the Company shall pay to the employee the difference between his regular hourly rate of pay for his scheduled hours of work and the amount that the employee received as jury duty or witness pay (excluding payment for travelling, meals or other expenses) for each day the employee is required to absent himself from work in order to serve on the jury or appear as a witness.
- 26.02 The employee shall be required to report to work each day he is not required to serve on the jury or appear as a witness.

ARTICLE 27 - TERMINATION AND MODIFICATION OF AGREEMENT


- 27:01 This Agreement shall become effective on the February 14, 1996 and shall continue in effect until February 14, 1997. Unless either party to the Agreement gives notice in writing to the other party to the Agreement that amendments are desired or that the party intends to terminate the Agreement not more than ninety (90) days nor less than thirty (30) days from the expiry date of the Agreement, then this Agreement shall continue in force on a yearly basis, from year to year, as of that date.

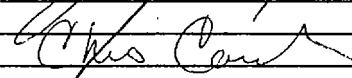
27.02

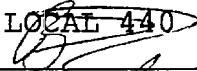
It is understood that during negotiations, following notice of amendments or notice of termination, either party may bring forth counter-proposals arising out of, or related to the original proposals.

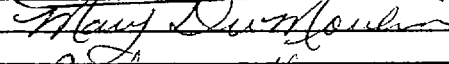
SIGNED THIS 13th DAY OF May, 19 96.
T.R.S. FOODS (1993) LTD.
OSHAWA, ONTARIO

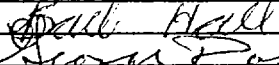
RETAIL WHOLESALE CANADA
DIVISION OF THE U.S.W.A.
~~LOCAL 440~~














"SCHEDULE A"

RATES OF PAY

The regular hourly rates of pay during the term of the this Collective Agreement shall be as follows:

FOR EMPLOYEES HIRED BEFORE FEBRUARY 15, 1996

CLASSIFICATION:

GROUP 1

STOCK HANDLERS	\$11.65
VENDING OPERATORS	\$14.40
TRUCK/DELIVERY DRIVERS	\$13.22

Group 2

SUPERVISORS (LEADHANDS)	\$11.67
ASSISTAND SUPERVISORS (LEADHANDS)	\$11.17
LEADHANDS NIGHT PREMIUM INCLUDED ON PM	\$11.17

GROUP 3

ALL CURRENT LEADHANDS WILL BE REDLINED EVEN IF NOW ONLY 2 IN CAFETERIA

MOBILE CART HOSTESS AM	\$10.67
HOSTESS FULL TIME PART TIME	\$10.26
MOBILE CART PM	\$10.26

For employees hired on or after February 1, 1996

	FEB 1/96	FEB 1/97
Stock Handlers	\$8.75	\$9.00
Vending Operators	\$9.50	\$9.50
Truck Driver/Delivery	\$9.00	\$9.25
GROUP 2		
Supervisor (leadhand)	\$9.50	\$9.75
Assistant Supervisor (leadhand)	\$8.75	\$9.00
Leadhand	\$8.25	\$8.75
GROUP3		
Hostess Mobile Cart	\$8.25	\$8.75
Hostess Fulltime	\$8.00	\$8.50
Hostess Parttime	\$7.75	\$8.25
Hostess Countervend	\$7.25	\$7.50

June 14th, 1994

Retail Wholesale Canada,
Canadian Service, Sector
Division of the United Steelworkers of America
Local 440
5045 Orbiter Drive
Suite 200, Building 11
Mississauga, Ontario
L4W 4Y4

LETTER OF UNDERSTANDING # 1

The Company and the Union agree that the following understandings shall be incorporated into the Collective Agreement:

1. "STUDENT" CLEANING AT GENERAL MOTORS

For these purposes, the regular work week shall commence Friday at midnight and end the Sunday at midnight (IE weekend). Remuneration for hours worked shall be without any premium and shall not exceed in total twenty-four (24) hours; and the hourly rate of pay shall be ninety per cent (90%) of the hourly base rate of all employees categorized as ' Hostess Group 3 General Motors " .

Furthermore, it is understood that after having completed sixty (60) days of work (in each calendar year of the collective agreement), the students shall become employees of the Company and shall become members of the Union, and shall be subject to the provisions therein.

Agreed to this 14th day of June, 1994.

FOR THE COMPANY

Judy Mosier
Alex Bolotenko

FOR THE UNION

Mary DuMaulin
Barb Hall
George Ross

February 14, 1996

Retail Wholesale Canada,
Canadian Service Sector
Division of the United Steelworkers of America
Local 440
5045 Orbiter Drive
Suite 200, Building 11
Mississauga, Ontario

L4W 4Y4

Bruce Toman

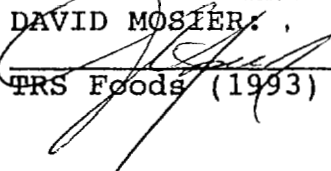
LETTER OF UNDERSTANDING #2

Dear Bruce:

During the 1995 Negotiations the parties discussed the Unions request to have time off the job for their representative to attend to union business. As a result of these discussions the Company is agreeable to institute , on a trial basis, for a period of one (1) year from the date of signing of this agreement the following:

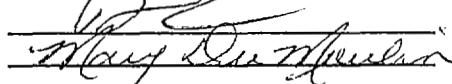
The Unit Chairperson will **have up** to one (1) day per month union paid, to engage in such activities, if on Company property or in any of the cafeterias the Company operates, after receiving permission from Senior Management of TRS Foods (1993) Limited. It is understood that the Unit Chairperson will not interfere with the operations of any of the employees or locations. When the Unit Chairperson is to enter a location, they must first receive approval from the TRS Foods (1993) Ltd Management of that location.

FOR THE COMPANY
DAVID MOSIER:



TRS Foods (1993) Ltd.

FOR THE UNION



Barb Hall



FEBRUARY 14, 1996

Retail Wholesale, Canada,
Canadian Service Sector
Division of the United Steelworkers of America
Local 440
5045 Orbiter Drive
Suite 200, Building 11
Mississauga, Ontario
L4W 4Y4

Bruce Toman
LETTER OF UNDERSTANDING #3

Dear Bruce:

During the 1995 negotiations, the parties discussed the setting up of a Safety Committee made up of one representative of Management and one designated representative from the Union, to address their mutual concerns in the area of health and safety, for all employees of the TRS Foods (1993) Ltd.

- (a) The above mentioned committee will meet on a quarterly bases, at a mutually agreeable time and place to review health and safety conditions as they effect employees of the bargaining unit. This committee will not interfere or be part of, any Safety Committee already established by any of it's clients.
- (b) The Committee will make a health and safety inspection of all bargaining unit work areas on an annual basis.
- (c) The Committee will review lost time, Worker's Compensation claims and investigate these claims and make recommendations of how such accidents could be avoided in the future.
- (d) The Committee will review the safety practices and make recommendations for improvements.
- (e) The Committee will receive prompt notification of any serious injuries that occur in the work place.

The Company and the Union will. review the results of the activities of the committee eighteen (18) months after its establishment to ascertain if it is providing a useful service in the area of improving the Health and Safety activities in the work place as well as reducing work related accidents. After reviewing the Committee's activities, its mandate will either be extended to the end of the 1995 contract or cancelled.

FOR THE COMPANY
Dave Mosier, President
TRS Foods (1993) Ltd.

Chris Canal

FOR THE UNION

Maya M. Mankin
Bob Hall

FEBRUARY 14, 1996

Retail Wholesale Canada,
Canadian Service Sector
Division of the United Steelworkers of America
Local **440**
5045 Orbiter Drive
Suite 200, Building 11
Mississauga, Ontario
L4W **4Y4**

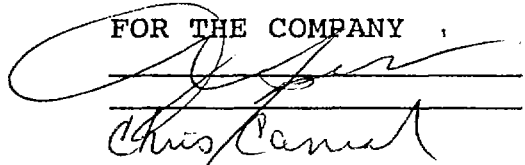
Bruce Toman

LETTER OF UNDERSTANDING #4

Dear Bruce:

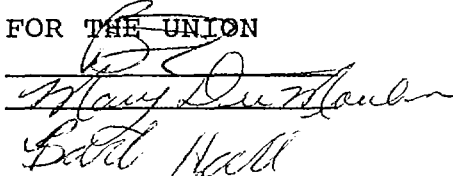
TRS Foods (1993) will use its best efforts to seek and retain new business opportunities and accounts.

FOR THE COMPANY



Chris Carnel

FOR THE UNION



Mary DuMaurin
Edith Hall

FEBRUARY 14, 1996

Retail Wholesale Canada,
Canadian Service Sector
Division of the United Steelworkers of America
Local **440**
5045 Orbiter Drive
Suite 200, Building 11
Mississauga, Ontario
L4W **4Y4**
Bruce Toman

LETTER OF UNDERSTANDING #5

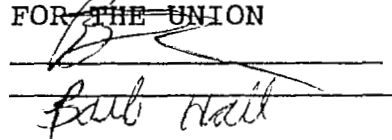
Dear Bruce:

The Company agrees that only after exhausting all other avenues for a Job Assignment they will post Job Assignments for less than 3 hours.

FOR THE COMPANY



~~FOR THE UNION~~



Paul Hall

FEBRUARY 14, 1996

Retail Wholesale Canada,
Canadian Service Sector
Division of the United Steelworkers of America
Local 440
5045 Orbiter Drive
Suite 200, Building 11
Mississauga, Ontario
L4W 4Y4

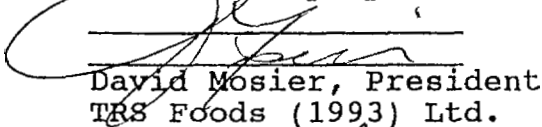
Bruce Toman

LETTER OF UNDERSTANDING #6

Dear Bruce:

The Company agrees that Part Time Job Assignments will not replace, displace or otherwise prevent the hiring of Full Time Employees.

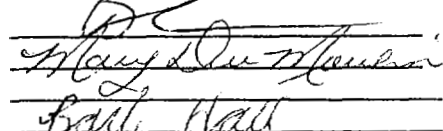
For the Company



David Mosier, President
TRB Foods (1993) Ltd.



~~for the Union~~



Paul Hall

FEBRUARY 26, 1996

Retail Wholesale Canada,
Canadian Service Sector
Division of the United Steelworkers of America
Local 440
5045 Orbiter Drive
Suite 200, Building 11
Mississauga, Ontario
L4W 4Y4
Bruce Toman

LETTER OF UNDERSTANDING #7

It understood that employees in Group 1 bumping to Group 3 will have at least 3 days orientation on the job and from this it will be determined if the employee has the skill and ability to perform the job they have bumped into.

David Mosier, President





Union Representative

