

IN THE MATTER OF THE ONTARIO *LABOUR RELATIONS ACT, 1995*

-and-

IN THE MATTER OF AN ARBITRATION

BETWEEN:

OMSTEAD FOODS LIMITED

- The Employer

-and-

UNITED FOOD & COMMERCIAL WORKERS UNION,  
LOCAL 459

- The Union

AND IN THE MATTER OF a grievance of Barbara Siddall

Arbitrator: Howard Snow

Appearances:

On behalf of the Employer:

Anna M. N. Vannelli           - Counsel  
and others

On behalf of the Union:

Kelvin Kucey                 - Counsel  
and others

Hearing held October 9, 2007, in Windsor, Ontario.

# AWARD

Omstead Foods Limited is the Employer in this matter. The United Food and Commercial Workers Union, Local 459, represents these employees.

The parties reached a settlement of this grievance of Barbara Siddall at the October 9, 2007, hearing. The parties requested that part of their settlement be incorporated in an award and that I remain seised to deal with any problems in implementing the award.

The grievance involves Article 25.08 which is as follows:

## ARTICLE 25

### HEALTH AND WELFARE

...

**25.08** To become eligible for the Company's portion of premiums for the Health and Welfare coverages, seniority employees must have completed their probationary period and must have received **forty (40) hours** of pay from the Company in any payroll month. In any month where there is a total shutdown of any 1 (one) or more of the major departments (Fish, Vegetable or Coated), the hours required to qualify for the company portion of the benefits cost will be reduced by 20 hours per week of shutdown plantwide. The hours credited will be based on the payroll months and the days of the week in which the payroll week ends in a month will be credited to that same month. Entitled vacations with pay and specified holiday, if any, shall be considered as time worked.

The relevant portion of the parties' settlement is as follows:

### Minutes of Settlement

...

The Company and the Union acknowledge that while the language in Article 25.08 is not clear with regard to what constitutes a "total shutdown," and when the reduction of hours provision is actually triggered, the preference is to address this matter in the parties' next set of negotiations. Until that time, and in an effort for the parties to move forward in the interim, the parties agree to apply the provision (Article 25.08) on the following basis:

In any given work week in a payroll month, if the Company declares a shutdown of greater than two (2) consecutive days (i.e., three or more days), that will trigger the

reduction of hours portion of the provision to qualify for the Company portion of the premium costs for the Health & Welfare benefit coverage.

...

As requested, I direct the parties to abide by the above and I remain seised to deal with any difficulties which may arise in the implementation of this award.

Dated at London, Ontario, this 30<sup>th</sup> day of October, 2007.

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Howard Snow, Arbitrator