

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

-and-

IN THE MATTER OF AN ARBITRATION

BETWEEN:

PRESTEVE FOODS LIMITED

- The Employer

-and-

NATIONAL AUTOMOBILE, AEROSPACE AND GENERAL WORKERS UNION OF  
CANADA (CAW - CANADA) LOCAL 444

- The Union

AND IN THE MATTER OF a group grievance involving layoffs and a group grievance involving health care deductions

Arbitrator: Howard Snow

Appearances:

On behalf of the Employer:

Joseph Barile

- Counsel

On behalf of the Union:

Ken Lewenza

- President, Local 444

Hearing held March 20, 2008, in Windsor, Ontario.

# AWARD

Presteve Foods Limited is the Employer in this matter. The National Automobile, Aerospace and General Workers Union of Canada (CAW-Canada) Local 444 represents these employees.

The parties reached a settlement of two grievances at the March 20, 2008, hearing. The parties requested that their settlement be incorporated in an award and that I remain seised to deal with any problems in implementing the award.

The text of the parties' settlement is as follows:

In regards to the Grievances of  
Group Grievance (Union) - Layoffs  
Group Grievance (Union) - Health Care Deduction

Grievances/Arbitrations Returnable March 20, 2008 before Howard Snow

The parties agree as follows (without prejudice to other outstanding arbitration awards)

1. The Employer, Presteve Foods Ltd., agrees to compensate all employees listed in Schedule "A" attached hereto for all hours worked by those employees of Presteve Foods Ltd. with lesser seniority for the period commencing on February 11, 2008 and ending March 7, 2008.
2. The Employer, Presteve Foods Ltd., agrees to compensate all employees listed in Schedule "A" attached hereto with regards to Health Care Deductions taken out on pay period 2-9-2008.

Schedule "A"

Ken Bonner, Michelle Hutchings, Paulo Mauricio, Maria Dono, Anna Penner, Annie Giesbrecht, Tina Fehr, Agatha Heide, and Leila Blake

(Signed by)  
Ken Lewenza  
3-20-08

(Signed by)  
Jose Pratas,  
on behalf of Presteve Foods Ltd.

The parties also addressed the issue of my account. As I was appointed as arbitrator under

Section 49 of the *Labour Relations Act, 1995*, Section 49 (9) of that *Act* requires each party to bear one-half of my remuneration and expenses in this matter. However, when I advised the Employer of the date, time and location of the hearing, I received an unsigned letter from “Presteve Food Limited” the full text of which was as follows: “Please take note that this company will not be responsible for any of your fees.”

Based on the Employer’s recent practice, Mr. Lewenza of the Union anticipated that the Employer would neither implement my award incorporating the terms of the parties’ settlement, nor pay its half of my account for the hearing. The Union anticipated having to initiate court proceedings in order to enforce this award. Mr. Lewenza said that the Union would pay my entire account provided that I ordered the Employer to pay its half to the Union and the Union would then attempt to recover the amount of the Employer’s share of my account in the enforcement proceeding. Mr. Lewenza noted that the Union had made similar arrangements with several other arbitrators. The Union had previously made such an arrangement with me, as I noted in my award between these parties dated September 24, 2007. Mr. Barile, the Employer counsel in this matter, agreed with this manner of dealing with my account.

I will remain seised to deal with any difficulties which may arise in the implementation of this award.

### **ORDER**

1. I order the parties to abide by and implement the terms of their settlement agreement as set out above. In particular, I order the Employer to pay the amounts owing under that agreement.
2. I order the Employer to pay to the Union, CAW Local 444, the Employer’s one-half

share of my account, that one-half share being \$1,683.69.

Dated at London, Ontario this 25<sup>th</sup> day of March 2008.

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Howard Snow, Arbitrator