IN THE MATTER OF A FOURTH SUPPLEMENT TO AN ARBITRATION AWARD dated January 21, 2013

BETWEEN:

GREEN GROVE FOODS CORP.

(The "Company")

- and -

UNITED FOOD AND COMMERCIAL WORKERS OF CANADA, Local 175

(The "Union")

ARBITRATOR: William A. Marcotte

APPEARANCES:

FOR THE COMPANY: No one

FOR THE UNION: E. Shaffir, counsel
D. Taylor, UFCW rep.

File ID: 628811
File Folder: 00068-RR-11
Rel id: 35523

Hearing held in Mississauga on September 4, 2014.

FOURTH SUPPLEMENTARY AWARD

In the third supplementary award dated August 19, 2014, it states, relevant for our purposes, at page 2:

> Attempts to contact Mr. Al-Ali on July 30, 2014, at the Company's telephone number of record were met with a recorded message, that the number was no longer in service.

The third supplementary award was sent to Mr. Al-Ali at his home address, as was the August 27, 2014 notice of hearing scheduled for September 4, 2014.

At the September 4, 2014 hearing, Union counsel stated that in a telephone conversation with Mr. Al-Ali on August 15, 2014, Mr. Al-Ali informed that he would not participate in any further arbitration process. He did not appear at the hearing. The hearing, as it did in the July 30, 2014 conference call, proceeded in the absence of the Company.

In the September 4, 2014 hearing, the Union referred to page 3 of the third supplementary award, *viz.*,

> In regard to Ms. Fuller and Mr. Hormez, Union counsel indicated that the Union will deal with their Long-Term Disability claims as a separate issue.
>
> I remain seized of my jurisdiction.

The Union submitted that it seeks clarification as to which LTD benefit plan Ms. Fuller and Mr. Hormez qualify, whether the LTD benefit plan in place under the predecessor owner, or, the LTD benefit plan put in place by the Company.

In February, 2010 the Company put in place an LTD plan which replaced the predecessor owner's LTD plan. The Union submitted that if the Company's "Equitable Life" plan is comparable to the previous plan, then the claims for Ms. Fuller and Mr. Hormez properly arise under the Equitable Life Plan. However, if that Plan compares unfavourably with the predecessor owner's plan, their claims properly arise under the previous plan. In that respect, the Union submitted that, relevant for our purposes, both LTD plans are self-funded by the employees. Under the previous plan, employees could select coverage at either 50%, 60% or 67% of regular monthly wages; select coverage for either 5 years or until age 65, and, benefit payments to a maximum of $10,000 per month, an amount it said, well beyond what an employee could be entitled to under the collective agreement wage scale. Under the Equitable Life Plan, coverage is only at the 60% level of regular monthly wages, coverage is mandatory to age 65, and the maximum monthly payment of $5,000 is also well beyond what employees could earn under the collective agreement wage schedule. The plans are similar in regard to qualifying period and eligibility based on 2 years inability to work in one's own occupation.

Based on the foregoing, I find the Company's Equitable Life LTD benefit plan is comparable to the previous LTD benefit plan. Accordingly, I find the LTD claims of Ms. Fuller and Mr. Hormez properly arise under the Equitable Life Plan.

As requested by the Union, I remain seized of my jurisdiction concerning the LTD claims of Ms. Fuller and Mr. Hormez.

Dated at Toronto, this 12th day of September, 2014.

William A. Marcotte

William A. Marcotte
Arbitrator