



COLLECTIVE AGREEMENT

BETWEEN

ZEHRS MARKETS

(hereinafter referred to as the “Employer”)

AND

**UNITED FOOD & COMMERCIAL WORKERS
CANADA, LOCALS 175 & 633**

(hereinafter referred to as the “Union”)

TERM

July 2, 2015 – July 1, 2021

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COLLECTIVE AGREEMENT

BETWEEN:

ZEHRS MARKETS, A DIVISION OF ZEHRMART LIMITED
(hereinafter referred to as the "Company")

of the first part,

AND:

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 175 & 633
(Chartered by United Food and Commercial Workers International Union),
(hereinafter referred to as the "Union")

of the second part.

WHEREAS the Company and the Union desire to establish and maintain conditions which will promote a harmonious relationship between the Company and the employees covered by the terms of the Agreement, and desire to provide methods of fair and amicable adjustment of disputes which may arise between them.

NOW THEREFORE the Union and the Company mutually agree as follows:

ARTICLE 1 – RECOGNITION

- 1.01 (a)** The Company [defined as Loblaws Supermarkets Limited, Zehrs Markets, Zehrmart Inc., Great Canadian Food Stores, Real Canadian Superstores] recognizes the Union as the exclusive bargaining agent for all employees in any and all retail store location(s) for which the Union currently holds bargaining rights in the Province of Ontario, save and except Store Managers, Dry and/or Fresh Managers, Bed and Bath Managers, Cosmetics Managers, Hosiery and Apparel Managers, Kitchen Cook and Table Managers, Camera/Electronics Managers, Books and Entertainment Managers, Party Supply Managers, Sporting Goods Managers, Hardware Managers, General Merchandise Managers in stores of over 80,000 square feet, Regulated Pharmacy Technicians and persons above the rank of Store Manager in any of its retail stores in the Province of Ontario (save and except its retail stores in counties of Kent, Essex and Lambton). All matters relative to employees of Zehrs Markets shall be governed by the main body (Full Time) Appendices "A" (Part Time), "B" (Front End Service Clerk), "H" (Health and Safety and Workers Compensation), and, "I" (Compressed 4 Day Work Week of this Agreement and all letters of Understanding) and Letters of Understanding Nos. 1, 2, 3, 5-16, 19, 22, 23, 24, 25, 27, 29-32, 34, 35, 37, 41, 44, 45, 47, 48, 51, 53, 55, 57, 59, 62-65, 67, 68, 70 and 71.

- (b) The Company also recognizes the Union as the exclusive bargaining agent for all persons it employs in any of its Real Canadian Superstores in Ontario (including its retail stores in counties of Kent, Essex, Lambton, Highway 10 & Steeles, Weston Road and Grimsby) save and except Store Manager, persons above the rank of Store Manager, up to 4 Assistant Store Managers (up to 5 in stores 125,000 sq. ft. or greater), Department Managers, Pharmacists, Regulated Pharmacy Technicians, twelve (12) DSTM Managers, up to eight (8) DSTM Assistant Department Managers and a Cooking School Coordinator. All matters relative to Real Canadian Superstore employees shall be governed by Appendices "C" (Full Time), "D" (Part Time), "E" (Full & Part Time Benefits), "H" (Health and Safety and Workers Compensation), and "I" (Compressed Work Week) of this Agreement and Letters of Understanding Nos. 2, 3, 5, 7, 14, 17, 20, 21, 30, 31, 34, 35, 36, 37, 39, 42, 45, 50, 51, 55, 56, 59, 61, 62, 63, 64, 65, 66, 67, 68 and 69. These appendices and Letters of Understanding shall be subject to the grievance and arbitration procedure.
- (c) The Company also recognizes the Union as the exclusive bargaining agent for all persons it employs in any of its Zehrs Great Canadian Food Stores in Ontario (including its retail stores in counties of Kent, Essex and Lambton) save and except Store Manager, persons above the rank of Store Manager, up to 4 Assistant Store Managers, Cooking School Coordinator, Pharmacists, Regulated Pharmacy Technicians. All matters relative to the Zehrs Great Canadian Food Store employees shall be governed by Appendices "E" (Full and Part Time Benefits), "F" (Full Time), and "G" (Part Time), "H" (Health and Safety and Workers Compensation), and "I" (Compressed 4 Day Work Week) of this Agreement and all Letters of Understanding 2, 3, 5, 7, 14, 17, 20, 21, 22, 30, 31, 34, 36, 37, 39, 42, 45, 47, 48, 50, 55, 56, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68 and 69.

1.02 The Company agrees that there will be no extension beyond the current practice in respect to the use of salesmen or outside supplier representatives performing any routine store work.

1.03 Third Party Service-Providers

It is understood and agreed that T&T, Arz or any other multicultural business in which Loblaw has a majority ownership interest, Pane Fresco, and Compass (or another specialty HMR operator) may deliver independent 3rd party services within the Company's stores in the following circumstances.

Specifically, T&T, Arz or any other multicultural business in which Loblaw has a majority ownership interest may produce, supply and/or sell product within the Company's stores. Such services may be delivered by their employees, who shall be under the direction and control of their managers. It is agreed that their employees and managers are not employees of the Company.

It is further agreed that Pane Fresco or Compass (or another specialty HMR operator) may employ one (1) employee within each Company store for the purpose of supervising and directing the Company's employees in the HMR department. It is understood that Pane Fresco and Compass employees may perform some "hands on" work, but only within the HMR department. The Pane Fresco and Compass employees are not employees of the Company. The HMR employees they supervise and direct shall remain employees of the Company, and shall remain in the bargaining unit. Any existing HMR Manager shall maintain their rate of pay until they can be absorbed into another wage comparable position.

1.04 Grad Program – for Training purposes

The Grad Program is implemented solely for training purposes, in order to provide future managers with a better understanding of the job that each and every colleague in the store is called upon to perform. As such, the Grads will job shadow through their program while working on the sales floor. For training purposes, a Grad may infrequently work alone on the sales floor. In such a case, it is understood that the duration of the work would not exceed two (2) hours in any given shift and would not cause the cancellation of scheduled hours.

Prior to placing a Grad in any store, the Company agrees to provide the union with the name, the duration of placement and the location of placement of the Grad. The Company agrees that the Grads' hours are separate and over and above from the store departments' allotment of scheduled hours. The Company further agrees to post the Grads' schedule, that there will be no more than three (3) Grads per store (inclusive of destination rotation grad), at any point in time, and that their placement at the store will not exceed six (6) months duration not including the Destination Department rotation. The Destination rotation will prepare the grad to be "job ready" for the role of Assistant Store Manager. The destination rotation will not exceed ten (10) months.

If a scheduled employee calls in sick within a department where a Grad is scheduled to be trained and it is determined that the hours will not be replaced, the Grad will be moved to another department for that shift(s).

Any concerns about the operation of the Grad Program may be brought to the attention of senior management, and a meeting will be convened to discuss them.

ARTICLE 2 - UNION SECURITY

- 2.01** All employees shall, as a condition of employment, join and remain a member in good standing of the Union during the entire term of the present Collective Agreement.
- 2.02 (a)** At the time of hiring, all employees shall sign an Application Card.

- (b) At the time of hiring, all employees shall sign pension and dental applications cards, and a Dues Deduction Card, authorizing the Company to withhold Union Dues and Initiation Fees as specified by the Union in writing.
 - (c) Commencing with the first bi-weekly pay the Company shall withhold the Union Dues and Initiation Fees according to the Deduction Schedule for Union Dues and Initiation Fees as agreed to by the parties.
 - (d) The Union initiation period defined in (b) above shall not eliminate and/or replace the employer's probationary period as defined in Article 6.03.
 - (e) In the event that the amounts of such Initiation Fees or Union Dues are changed during the term of the Agreement such change must be given to the Company, in writing, by the appropriate Union Official(s) at least one (1) month prior to the effective date of the change.
- 2.03** The Company shall forward signed application cards, dental and pension application cards and Dues Deduction Cards to the Union Office at the same time as the Union Dues Report.
- 2.04** (a) The Company undertakes to remit, each month, all Union Dues and Initiation Fees accompanied by a Union Dues Report to the Union Secretary-Treasurer before the 10th of the month following the end of the four (4) week accounting period, according to the procedure as established by the parties.
- (b) The monthly remittance statement shall be documented by location containing a dues and initiation report which will be provided in the form of e-mail (remit@ufcw175.com) or on a computer diskette, as well as a hard copy of the dues report being attached to the remittance cheque. The information provided shall be on a standard spreadsheet. The spreadsheet will be in a format provided by the Union and the Company will provide the following information as known to the Company: S.I.N. number; employee number; full name; full address; telephone number including area code; date of hire; rate of pay; classification; full time or part time designation; union dues deducted; total dues deducted; vacation pay breakdown of dues owing; initiation fees deducted; total initiation fees deducted.
- 2.05** The Union agrees to release the Company or its representative and to indemnify and save harmless the Company from and against any and all claims, demands, actions or causes of action taken against the Company, whether they are directly or indirectly related to the application of the Article dealing with Union Deductions.
- 2.06** Each year the Company shall compute the amount of Union dues withheld and show these figures on each employee's T4.
- 2.07** Where the masculine pronoun is used in the Collective Agreement it shall mean and include the feminine pronoun where the context so applies.

- 2.08** No employee shall suffer loss of pay as a result of attending grievance meetings during regular hours.
- 2.09** There shall be no discrimination against any employee because of lawful Union activity.
- 2.10** The Company agrees to pay one half of the cost of meeting rooms and one half of the lost wages of the Master Negotiating Committee to a maximum of six (6) members. Such payment will be based on the average hours worked in four (4) weeks prior to negotiations commencing for part time employees and based on 39 hours regular pay for full time employees.
- 2.11** The Union acknowledges that Stewards have their regular duties to perform on behalf of the Company and that such persons will not leave their regular duties, without firstly receiving permission from the Store Manager or his designate, which permission will not be unreasonably withheld. In accordance with this understanding, the Store Manager or his designate will introduce the Union Steward to each new employee for the purpose of orientation. Such time spent shall not exceed 15 minutes in duration.

ARTICLE 3 - GRIEVANCE AND ARBITRATION

- 3.01** Either the Company, the Union or any employee has a right to lodge a grievance with respect to any matter arising out of this Agreement or concerning the interpretation, application or alleged violation of this Agreement.
- 3.02** Any employee believing that he has been unjustly dealt with, or that the provisions of this Agreement have not been complied with, shall have the right to place such grievances in the hands of the Union for review and adjustment by the Company, if necessary. Such grievances shall be presented indicating the provision of the Agreement which has been allegedly violated, and shall be processed as follows:

Step One: The grievance must be filed within fifteen (15) working days after the event giving rise to the grievance occurs and within this period of time it shall be discussed between the employee concerned, his Union Representative and the Store Manager. The Store Manager shall give an oral decision within five (5) working days from the date the discussion took place. If the Union wishes to appeal to the next Step, the grievance shall be reduced to writing. Notice of appeal shall be filed with the Store Manager within five (5) working days from the Store Manager's oral decision.

Step Two: A meeting shall be held within five (5) working days of the date of the notice of appeal and within this period of time the grievance shall be discussed between the employee concerned, the Union Representative, the Store Manager, the District Manager and/or their delegates. The decision of the Company at this Step shall be in writing and be made within five (5) working days of the date of the meeting. Should the Union wish to appeal, such notice of appeal must be in

writing to the Head Office of the Company within five (5) working days of the decision of the Company at Step Two.

Step Three: The grievance shall be forwarded to the Head Office of the Company, which shall have five (5) working days to dispose of the grievance. The disposition shall be in writing and returned to the officers of the Union.

If considered necessary by the parties, a meeting may be held by the parties and may include the interested persons. If a meeting is held, the decision shall be given to the other party within five (5) working days from the date of the meeting.

- 3.03** In the case of a dismissal, a grievance may be filed by an employee who feels he was unjustly dealt with. Such a grievance must be filed within five (5) working days from the date of dismissal and shall commence at Step Two.

In any subsequent disposal of this case during the grievance procedure, the Company may reinstate the employee with full back pay, suspend the employee for a definite period or sustain the discharge.

- 3.04** Grievances concerning rates shall be handled in accordance with the above procedures and the disposition of such grievances, if sustained, shall include the determination of the effective date of the increase with retroactive thereto.

- 3.05** The Company or the Union may file grievances commencing at Step Three. If an Arbitration Board finds that the Company or the Union has violated the Collective Agreement, it shall have the power to award compensation to the Company or an employee affected by the violation.

- 3.06 (a)** Failing settlement under the foregoing procedure, such grievance may be submitted to Arbitration as hereinafter provided and if no written request for Arbitration is received which is postmarked within thirty-one (31) days after the decision under Step Three is given, it shall be deemed to have been abandoned.

- (b)** The time limits as prescribed above may be modified by mutual agreement of the Parties.

ARBITRATION

- 3.07** Should the grievance involve the misinterpretation or alleged violation of the Agreement, either Party may be free to appeal to Arbitration from Step Three within thirty-one (31) days from the date the decision was given at that Step. The party requesting Arbitration shall advise the other party in writing of its request together with a statement as to the issue to be arbitrated and shall include in its notice the name and address of its nominee to a Board of Arbitration. The other party shall within one (1) week of its receipt of the notice nominate its member to the Board of Arbitration and so advise the other party. If the two nominees are unable to agree upon the choice of a third member to act as Chairman, the Minister of Labour for the Province of Ontario shall be requested to appoint a Chairman. The Board shall hear their dispute and the decision of a majority is the

decision of the Arbitration Board, but if there is no majority, the decision of the Chairman governs and shall be final and binding upon the Parties.

The Board of Arbitration shall not have any jurisdiction to alter or modify any of the provisions of this Agreement, nor to substitute any new provisions in lieu thereof, nor to make any decisions inconsistent with the terms and provisions of this Agreement.

Each of the parties hereto will bear the expenses of the nominee appointed by it and shall share equally the expenses of the Chairman of the Board of Arbitration. The parties may mutually agree that a single Arbitrator shall be appointed in the place of a Board of Arbitration. In the event that the parties agree on a single Arbitrator, the Arbitrator shall have the same powers as a Board of Arbitration under this Agreement.

- 3.08** The Parties agree that an Arbitration Board shall have the power to award compensation for lost wages and benefits to any Party who, or employee who is dealt with contrary to the provisions of this Agreement.

ARTICLE 4 - DISCHARGE AND DISCIPLINE

- 4.01** No employee shall be discharged or disciplined except for just and sufficient cause. Discharge or discipline grievances may be settled by confirming the Company's decision, or by reinstating the discharged or suspended employee with full compensation for time lost, less interim earnings, if applicable, or by any other arrangement which is just and equitable in the opinion of the parties or of a Board of Arbitration if the matter is referred to it.
- 4.02** The Union agrees that it will uphold the rules and regulations of the Company in regard to punctual and steady attendance, proper and sufficient notification in case of absence and conduct on the job.
- 4.03** The Company agrees that where meetings are held with employees concerning their work or conduct, which implements any form of official reprimand, discipline or discharge, a Shop Steward or Union Representative shall be present and wherever possible will occur within fifteen (15) days. If there is more than one (1) Steward immediately available in the store, the employee may choose which Steward will represent him. The Shop Steward or Union Representative shall leave the meeting if requested to do so by the employee.
- 4.04** Disciplinary warnings and/or reprimands which predate two (2) years of continuous employment shall not be adduced in evidence against any employee in any subsequent disciplinary proceeding in which an employee is involved and shall be removed from their work record after two (2) years.

ARTICLE 5 - UNION REPRESENTATION

- 5.01** The Company will recognize four (4) Union Stewards for each store. Such Union Stewards shall be employees with at least six (6) months continuous service with the Company and who work at the store they represent. The Union will keep the Company advised of the names of those employees who are Union Officers and Union Stewards.
- 5.02** A maximum of two (2) authorized Union Representatives employed by the Company, or full time Union Representatives of the United Food and Commercial Workers Union shall be entitled to visit the stores covered by this Agreement for the purpose of ensuring the terms of the Agreement, provided however, that such consent is first obtained from the store manager or, in his absence, his replacement. Such consent shall not be unreasonably withheld. Such visits shall be calculated to cause a minimum of disturbance with respect to the business of the Company.

ARTICLE 6 - SENIORITY

- 6.01** Seniority for a full time employee shall be based on his length of service as a full time employee in the bargaining unit. The Company shall maintain a seniority list of full time employees stating employees' names and job classifications, which shall be posted quarterly in a position where the Union or any employee has access to it. The Union or any employee has the right to protest any listing within thirty (30) days following the posting of this seniority list. The Company agrees to provide the Union Office on a quarterly basis an updated seniority listing for all part time and full time employees, an overall department seniority listing and further, an updated mailing list every six (6) months. This additionally will be provided to the Union in a disc to disc form.
- 6.02** (a) When a full time employee changes his status to a part time employee he shall carry full seniority to the part time seniority list.
- (b) When such employee subsequently returns to full time status his seniority shall be determined as follows:
- i) he shall be credited with fifty percent (50%) of his part time seniority, acquired from the date of his previous status change to part time to the date of his change to full time status, to a maximum of eighteen (18) months.
- as well as
- ii) he shall retain his full time seniority acquired and carried to the part time seniority list at the date of his previous status change to part time.
- 6.03** (a) A probationary period of twenty-five (25) worked days shall apply in the case of each new employee during which time seniority shall not apply

and such employee may be laid off without reference to seniority. After the probationary period, the employee shall be entitled to the rank of seniority as of the date the employee entered the bargaining unit.

- (b)** It is understood by the Company and the Union that a probationary employee shall be considered an employee for all purposes of the Agreement save the following:

A probationary employee may be dismissed at any time during the probationary period without recourse to the grievance procedure.

- 6.04** Any person entering the bargaining unit who has never been in the bargaining unit, shall not cause the demotion, layoff or transfer of any bargaining unit employee.
- 6.05** A person who has never been in the bargaining unit shall not enter the bargaining unit unless bargaining unit employees who are on layoff and who have recall rights have declined their right for recall.
- 6.06** If a full time employee is permitted to change his status to a part time employee because of reason of health, he shall retain his seniority according to Article 6.02 (a).
- 6.07** Seniority is the principle of granting preference to employees within the bargaining unit for promotions, demotions, transfers, layoffs, rehiring after layoffs and vacations. Seniority, ability and qualifications to perform the work will be considered in promotions and where ability is approximately equal, seniority shall govern. In layoffs and recalls, seniority within the bargaining unit shall govern, provided the senior employee has the ability and qualifications to perform the work required. The Company undertakes that its decision shall be neither arbitrary nor unfair.
- 6.08 (a)** When job vacancies occur in full time positions and replacements are required and when the Company creates a new job classification in full time positions, they shall be posted on the bulletin board for a period of seven (7) calendar days during which time application may be made by the employees. Temporary appointments shall be made by the Company pending receipt of applications.

If there is not a suitable applicant from among the full time employees, the Company shall offer the job to the most senior part time employee who is willing to take the job and who has the knowledge, skill, ability and qualifications to perform the work. If there is still not a suitable applicant, the Company may transfer or promote any bargaining unit employee or hire any non-bargaining unit person to fill the job.

- (b)** The Company shall provide the Union with a copy of the posting and a list of all applicants submitted, as well as, provide the Union and applicants with the name and seniority date of the successful applicant.

- (c) The Company shall have seven (7) calendar days after the expiration of the posting to fill a job vacancy. If there is no suitable applicant or no applications are made, the Company may choose any bargaining unit employee who is willing to take the job or hire any non-bargaining unit person to fill the job.
 - (d) Successful applicants to posted positions will not be permitted to apply for subsequent postings for a period of six (6) months except in the event that such posting would result in a promotion and/or a shift change.
- 6.09** New job classifications shall be cause for discussion between the Company and the Union. If such discussion fails to reach agreement on a rate, the Company shall assign a rate commensurate with the rate structure of this Agreement. The Union may require that the rate be finally determined by means of the grievance and arbitration procedure.
- 6.10 (a)** Where justification exists employees may be transferred within a municipality from one store to another covered by this Agreement, either for the purpose of promoting the welfare of an employee or in the interest of the Company, without the loss of seniority and without regard to seniority under Article 6.07 of this Agreement. Any transfer outside the municipality must be by mutual agreement.
- (b)** The Company and the Union agree that transfers under Article 6.10 (a) do not include moving an employee from one shift to another. The Company agrees not to act in an arbitrary or discriminatory manner in making such assignments.
- 6.11** An employee will lose his seniority automatically and cease to be an employee of the Company for any of the following reasons;
1. If he quits.
 2. If an employee is discharged for just cause and not reinstated through the grievance procedure.
 3. If he is absent from work for more than seven (7) calendar days without notifying the Company or without having obtained a prior leave of absence.
 4. If he exceeds a granted leave of absence without the Company's previous consent in writing, or unless an acceptable reason is given by the employee. Provable sickness or provable inability to communicate with the Company shall be considered a satisfactory reason.
 5. If he accepts gainful employment while on a granted leave of absence without the Company's previous consent in writing.

6. If he is laid off for a continuous period of not more than six (6) months, where an employee has less than one (1) year's seniority or for a continuous period of twelve (12) months where an employee has one (1) year's seniority or more.
 7. If he is recalled for work following a layoff and fails to report for work within seven (7) working days after notice has been sent by registered mail to his latest address recorded in the Company's records, or fails to give the Company a satisfactory reason for not reporting for work within the said seven (7) working days.
 8. If he is absent from work due to sickness or disability and fails upon return to work to produce a certificate from a medical practitioner upon request (in accordance with Article 32.05 - last paragraph) verifying such absence to the Company's satisfaction.
- 6.12** In the event of layoff or recall, seniority within the bargaining unit shall govern provided the senior employee has sufficient ability and qualifications to perform the work.
- 6.13** The Company shall give employees a minimum of five (5) working days' notice of a permanent transfer prior to such transfer being implemented whenever possible.

ARTICLE 7 - MANAGEMENT RIGHTS

- 7.01** The management of the Company and direction of the working force including the right to plan, direct and control the store operations, to maintain the discipline and efficiency of the employees and to require employees to observe Company rules and regulations to hire, layoff or assign employees working hours, to suspend, transfer, promote, demote, discipline and discharge employees for proper cause are to be the sole right and function of the management. The Company, in exercising these rights, shall not discriminate against any employee and shall give full consideration to the rights of the employees. The Company shall be the sole judge as to the merchandise to be handled in its stores.
- 7.02** The foregoing enumeration of Management Rights shall be deemed not to exclude other functions not specifically set forth. The Company therefore retains all rights not otherwise specifically covered in this Agreement.
- 7.03** The exercise of the foregoing rights shall not alter any of the specific provisions of this Agreement.
- 7.04 (a)** The Union also agrees that the Company has the exclusive rights and power to study or introduce new or improved production methods or facilities and the Union agrees to co-operate with the Company in the installation of any such methods and in the education of its members for

the necessity of such changes and improvements. The Union shall be given advance notice in writing of any such changes and discussion will take place before the introduction of such change.

- (b) Any tests and/or technological change(s) that are conducted within a store the Company shall advise the Union prior to such tests and/or technological change(s).

7.05 All necessary medical examinations and x-rays required by the Company shall be paid for by the Company and conducted on Company time. Where the Company requires the employee to provide a doctor's note or a weekly indemnity form, the Company will reimburse the employee.

7.06 The Company will not require doctor's notes from the employees unless:

- 1) The employee has been advised that their attendance record is unacceptable and that Doctor's notes will be required in the future. Should the attendance record of the employee in question improve, the requirement to provide a Doctor's note will be limited to 12 months.
- 2) The duration of the absence, or circumstances surrounding the absence requires justification, or;
- 3) The employee is absent on the shift immediately prior to or after a Statutory Holiday.

The Company shall reimburse the employee, upon proof of payment of the cost of obtaining a Doctor's note.

ARTICLE 8 - BEREAVEMENT LEAVE

8.01 (a) Full time employees shall be granted time off from work with pay to a maximum of three (3) days, in the event of death in the immediate family, the length of such leave shall be determined by the Company provided the employee attends the funeral. The day(s) if payable, are two (2) previous to, and the day of the funeral. The term "immediate family" shall mean spouse, parent, step-parent, child, step-child, brother, sister, grandparents, grandchildren, mother-in-law or father-in-law, son-in-law or daughter-in-law, brother-in-law or sister-in-law.

- (b) When the funeral of a member of the employee's immediate family is to be held five hundred (500) miles or more from the employee's residence the Company shall, if requested, extend a leave to a maximum of five (5) days; no additional pay provision for the extra two (2) days.

- (c) Employees may retain one (1) day of the above allowance in order to attend an interment scheduled for a later date, but within one (1) year of the death.

ARTICLE 9 - LEAVE OF ABSENCE

- 9.01** At the Company's discretion, an employee with twelve (12) month's service may be granted a leave of absence without loss of seniority upon the prior permission, in writing, from the Personnel Department, and under no circumstances shall such leave of absence exceed two (2) months, inclusive of vacation time. Request must be made, in writing, on the standard leave of absence request form, at least thirty (30) days prior to the date requested and a written reply must be given within fourteen (14) days. No leave of absence granted shall be considered as a precedent and the Company will judge each request on its own merit in light of all the surrounding circumstances. Any leave of absence granted in conjunction with the employee's vacation will be deemed to follow his vacation period.
- 9.02** The Company will grant a leave of absence without pay to not more than one (1) employee who has one (1) year's continuous service with the Company, for a period of not more than twelve (12) months, to serve in any capacity of official Union business, provided a relief employee satisfactory to the Company is available, and provided that notification is given to the Company in sufficient time to procure a relief person for the job involved.
- 9.03** Notwithstanding Article 9.01, the Company may grant a leave of absence without pay to employees who attend full time post secondary school or who are in a full time co-op program. During such approved leave any wage progression increases shall be suspended. The leave of absence is deemed to cover the full school term. An employee will only be permitted to work during their leave at the following times: Christmas vacation, March Break, and reading week.

ARTICLE 10 – PREGNANCY/PARENTAL LEAVE

- 10.01** The Company will grant a maternity leave, according to the provisions of the Employment Standards Act.

ARTICLE 11 - NOTICE BOARD

- 11.01** The Company agrees to furnish and install a notice board in each location accessible to the employees, for the purpose of posting notices of either the Company or the Union. Union notices shall be posted only where authorized by the Company and the Union. Additionally, the Company shall provide an adequately covered, locking board for the Union.

ARTICLE 12 - UNION DECALS

- 12.01** The Company agrees that the Union may prominently display Union decals in its retail stores where the Union represents the employees.

ARTICLE 13 - CREDIT FOR PREVIOUS EXPERIENCE

- 13.01** In the case of a new full time employee who has previous comparable full time experience in a self serve retail food store, he may be paid at the starting rate of his classification on the wage progression schedule during his probationary period, but at the end of his probationary period of twenty-five (25) worked days he shall be credited with his previous comparable full time experience in determining his wage rate, up to a maximum of the eighteen (18) month level on the wage progression schedule and the difference between his credited rate and the rate at which he started shall be paid retroactive to his starting date. This Article shall not apply where the employee has been out of the industry for over three (3) years immediately prior to his employment date with the Company.
- 13.02** When a full time employee changes his status to a part time employee, he shall receive credit of two times (2x) his previous level on the full time wage progression schedule solely for the purpose of determining his level on the part time wage progression schedule.
- 13.03** When a part time employee, who was formerly a full time employee, changes his status back to a full time employee, he shall receive credit for previous experience to a maximum of eighteen (18) months level on the wage progression schedule.

ARTICLE 14 - PAID HOLIDAYS

- 14.01** There shall be ten (10) paid holidays for full time employees who have completed the probationary period.

New Year's Day	Boxing Day
Thanksgiving Day	Good Friday
Canada Day	Christmas Day
Labour Day	Civic Holiday
Victoria Day	Family Day

- 14.02** In the event the Government of Canada or the Province of Ontario declare any other day a legal holiday, the Company agrees to recognize such day as a paid holiday.
- 14.03** To qualify for a paid holiday, the employee must work his last scheduled shift before the holiday and his first scheduled shift after the holiday unless absence is due to provable illness.
- 14.04** Statutory holidays as listed above shall be observed on the day that they fall.
- 14.05 (a)** When one (1) paid holiday, as listed above, is observed in any week full time employees who normally work a five (5) day week will work a four (4) day week and shall receive five (5) days at their regular rate of pay.

Such full time employee who works a fifth (5th) day in a week during which a paid holiday, as listed above, is observed shall receive one and one-half times (1½) his regular hourly rate for all hours worked on the fifth (5th) day.

- (b) When two (2) paid holidays, as listed above, are observed in any week, full time employees who normally work a five (5) day week will work a three (3) day week and shall receive five (5) days pay at their regular rate of pay.

Such full time employee who works a fourth (4th) or fifth (5th) day in a week during which a paid holiday, as listed above, is observed, shall receive one and one-half times (1½) his regular hourly rate for all hours worked on the fourth (4th) and fifth (5th) day.

- 14.06 (a) When one (1) paid holiday, as listed above, is observed in any week, full time employees who normally work a four (4) day week will work a three (3) day week and shall receive four (4) days pay at their regular rate of pay.

Such full time employee who works a fourth (4th) day in a week during which a paid holiday, as listed above, is observed shall receive one and one-half times (1½) his regular rate for all hours worked on the fourth (4th) day.

- (b) When two (2) paid holidays, as listed above, are observed in any week, full time employees who normally work a four (4) day week will work a two (2) day week and shall receive four (4) days pay at their regular rate of pay.

Such full time employee who works a third (3rd) or fourth (4th) day in a week during which a paid holiday, as listed above, is observed, shall receive one and one-half times (1 ½) his regular rate of pay for all hours worked on the third (3rd) and fourth (4th) day.

- 14.07 Full time employees will be paid for ten (10) hours pay for those employees normally working a 10 hour shift on that Statutory Holiday.

- 14.08 Employees in receipt of Long Term Disability, Weekly Indemnity, Workplace Safety Insurance benefits and work within thirty (30) days of the Statutory Holiday(s) shall receive the difference between the benefit paid and the amount they would have received for the Statutory Holiday(s) had they been at work.

ARTICLE 15 - REST PERIODS

- 15.01 Employees shall be granted a fifteen (15) minute paid rest period during each half day shift of three (3) hours or more. When an employee works six (6) hours or more he shall be entitled to two (2) fifteen (15) minute breaks irrespective of when lunch period is taken.

- 15.02** Employees, when working the evening shift, shall be granted a paid evening period of fifteen (15) minutes where the shift is three (3) hours or more.
- 15.03** Rest periods will be scheduled as near as possible to the midway point in each half shift as the store operations allow.

ARTICLE 16 - LUNCH OR DINNER BREAKS

- 16.01** Each employee will be given an unpaid lunch or dinner break as near as possible to the midway point of his scheduled shift. The break shall be one (1) hour or one-half (½) hour by mutual agreement and in any case shall not be later than five (5) hours after the employee's starting time on that particular shift.

ARTICLE 17 - HOURS OF WORK FOR FULL TIME HOURLY RATED EMPLOYEES

- 17.01** The normal work week will consist of thirty-nine (39) hours, to be worked in four (4) shifts of eight (8) hours and one (1) shift of seven (7) hours or three (3) shifts of ten (10) hours and one (1) shift of nine (9) hours. Employees will be granted at least ten (10) hours between shifts if they request it.
- 17.02** Employees in the classification of Cashier, Service Clerks, Grocery-Produce Clerk, Wrapper, Head Bake Off Clerk, Smoke House Operator, Photo Lab Clerk, Post Office Clerk, Office Clerk and Decorator will not be designated to work more than one (1) night per week for customer shopping convenience.
- 17.03 (a)** Employees in the classification of Assistant Store Manager, Front End Manager, Hot Deli Manager, Cold Deli Manager, bargaining unit General Merchandise Manager, Seafood Manager, Floral Manager, Grocery Manager, Photo Lab Manager, Dairy Manager, Meat Cutter, Meat Manager, Assistant Meat Manager, Produce Manager, CAO Manager, Natural Values Manager, Bakery Manager, Lead Hand Baker and Baker will not be designated to work more than two (2) nights per week (one evening will not be scheduled beyond 7 pm) for customer shopping convenience. An employee who is scheduled to 6p.m. or later on Sunday, this will be deemed to be one of the two evenings worked per week.
- (b)** The Company will give assurance to the Union that it will continue its present practice in scheduling employees nights for customer shopping convenience unless it is operationally not feasible to do so.
- (c)** A full time employee will be able to submit a request for one evening not to be scheduled as defined as after 6pm Monday to Thursday, for a period of up to 12 weeks 3 times per calendar year. Arrangements for this shall be made by mutual consent between the employee and the Store Manager.

- 17.04** Employees will not be designated to work more than one (1) Saturday night in three (3) for customer shopping convenience except in an emergency.
- 17.05** No full time employees will be scheduled to work more than one-half (½) hour beyond store closing.
- 17.06** Overtime hours shall be worked by an employee so long as the Company does not schedule them in a discriminatory manner.
- 17.07** The Employer shall post a schedule of hours of work in ink with hours totaled by 12 noon on Thursday of the prior week for the following two weeks. The second weeks schedule will be finalized by 12 noon on the Thursday prior to the second week. This process will be repeated in subsequent weeks. A copy of the weekly work schedule will be made available to the Shop Steward.
- 17.08 (a)** Where the work schedules of individuals are changed, they will be given three (3) days' notice, however the three (3) days' notice will not be required in case of sickness or accidents. In cases where the three (3) days' notice need not be given, notice will be given as far in advance as possible. Schedules will not be continuously changed so as to harass the employee.
- (b)** Any employee who is absent from work on the Friday or Saturday following the posting shall be notified in case of sickness or accidents, of any change in his work schedule. If he is not notified, the employee shall report for work according to the schedule posted at the time of his departure.
- 17.09 (a)** Night shift employees working eight (8) hour shifts shall be scheduled to work five (5) consecutive nights; however, this commitment may be satisfied within the basic work week or across two basic work weeks at the discretion of the Company. Night shift employees who are working their hours across four (4) nights per week (not including compressed work week) may be scheduled to work non-consecutive nights.
- (b)** In either event, all night shift work shall commence work between the hours of 10:00 p.m. and 12:00 midnight (unless otherwise agreed between the store manager and individual employee) and all full time night shift employees shall receive two (2) consecutive nights off each week subject to "(c)" below. The Company shall have the right to determine whether an employees is scheduled five (5) nights or four (4) nights each week however commits to provide individual employees four (4) weeks' notice of a change from one to the other.
- (c)** Notwithstanding "(a)" above; the Company may schedule nights of work and/or nights off non consecutively where necessary to provide the employee the Saturday off prior to commencing vacation, or to satisfy the weekend off provision.

- (d) The Company agrees that it will schedule (by seniority) night shift employees working eight (8) hour shifts who wish to receive their nights of work consecutively within the work week as such to the extent that this is possible based upon the available night shift work.
- (e) This provision shall not apply to any employee for whom hours of work on Sunday are voluntary, unless there is mutual agreement between the Store Manager and the employee.
- (f) For payroll and scheduling purposes, a night crew shift commencing at any time up until and including midnight is considered to be a shift of the day in which the shift commenced and not the day in which the majority of the hours may fall (e.g. a shift commencing at midnight Tuesday night is considered to be a Tuesday shift).

ARTICLE 18 - CALL-IN

18.01 When a full time employee is ordered to report to work on any day, he shall be guaranteed four (4) hours pay on that day. The only exception to this will be in the case of employees verifying refrigeration machinery.

ARTICLE 19 - SPLIT SHIFTS

19.01 Split shifts shall not be permitted under any circumstances.

ARTICLE 20 - OVERTIME FOR FULL TIME HOURLY RATED EMPLOYEES/SUNDAY WORK

20.01 All hours worked in excess of the regular daily work schedule as per Article 17.01 and/or thirty-nine (39) hours per week, will be paid for at the rate of one and one-half times (1½) the employee's regular hourly rate.

20.02 Overtime will not be paid unless the time worked exceeds five (5) minutes, then pay will be computed from the termination of the regular work schedule. Such time shall not be accumulative.

- 20.03 (a)** All hours worked by employees:
- i) on a paid holiday as listed in Article 14.01; or
 - ii) work on a Sunday which are not related to the store opening for business and which are not part of an employee's regular daily work schedule will be paid two times (2x) the regular rate of pay. When this premium is paid, no other premiums or bonuses will apply to such hours worked.

- (b) All full time employees who are on the payroll prior to October 16, 2006, Sunday work remains voluntary and they shall be paid a premium of \$1.60 per hour. For those full time and part time employees hired prior to October 16, 2006 who wish to continue to work on Sunday they will be scheduled to work and paid as they have in the past based upon the needs of the business. For clarity for all employees hired prior to October 16, 2006, Sunday shall be over and above their work week and they shall be given the first opportunity to work on Sunday. In the event an employee moves to another store as a result of their store closing or transfer to a store covered by the conventional collective agreement they shall retain the right to volunteer to work on Sunday and receive a \$1.60 per hour premium for such work.
- i) For the purposes of clarity, “all hours performed on Sunday which is related to the store opening for business” includes: all hours worked from midnight on Saturday, to one hour beyond store closing on Sunday. (Night Crews and Office Clerks premiums to continue to be paid.)
 - ii) A separate schedule for Sunday is to be posted and hours offered by seniority, the list is to be integrated by both full time and part time employees hired prior to October 16, 2006 (Article 1.04 (b) of Appendix “A” will not apply to these hours).
 - iii) Full time employees hired prior to October 16, 2006 (or part time employees hired prior to October 16, 2006 that become full time) that volunteer for Sunday may work four (4) days from Monday to Saturday as long as it is mutually agreed between the employee and the Company.
 - iv) Full time employees hired prior to October 16, 2006 (or part time employees hired prior to October 16, 2006 that become full time) who volunteer to work on Sunday when open for business, no overtime premiums, only the one dollar and sixty cents (\$1.60) premium will apply.

Full time employees hired prior to October 16, 2006 (or part time employees hired prior to October 16, 2006 that become full time) shall be deemed to include salaried employees for the purposes of the Sunday premium only.

20.04 The basic work week for full time employees hired on or after October 16, 2006 shall be Sunday through Saturday at their regular hourly rate of pay.

20.05 (a) Any overtime that occurs on any given shift, shall be offered to the employees in accordance with their seniority, on a shift basis, provided the employees have the knowledge, skill, ability and qualifications to perform the work.

(b) Overtime work shall be on a voluntary basis. However since a reasonable amount of overtime is necessary for the efficient operation of the Company's business, the Union agrees to encourage employees to co-operate with the Company by working a reasonable amount of overtime to meet store requirements.

20.06 The Union agrees that the proper operation of the business will require overtime work periodically and that the employees will co-operate fully in the matter. In case of emergency, overtime work on short notice, every effort will be made to work it out so as to cause as little inconvenience to individual employees as possible.

20.07 The Company agrees that all hours worked on an employee's scheduled day(s) off will be paid for at the rate of one and one-half times (1½) the employee's regular hourly rate.

ARTICLE 21 - DAYS OFF

21.01 The Company agrees that employees in the classification of Assistant Store Manager, Produce Manager, Meat Manager, Assistant Meat Manager, Bakery Manager, Lead Hand Baker, Front End Manager, Hot Deli Manager, Cold Deli Manager, bargaining unit General Merchandise Manager, Dairy Manager, Grocery Manager, Seafood Manager, Floral Manager, Photo Lab Manager, CAO Manager, Natural Values Manager, Night Crew Manager and persons who are assigned to relieve in these positions, who desire two (2) day weekends, will be given two (2) consecutive days off, one (1) weekend each month, i.e.: Saturday and Sunday or Sunday and Monday.

21.02 (a) All employees who desire to have Saturdays off shall be granted at least one (1) Saturday off each month.

(b) All employees hired on or after October 16, 2006 who desire to have a Saturday and a Sunday off shall be granted at least one (1) Saturday and Sunday off each month.

21.03 The Company will give assurance to the Union that it will continue its present practice in scheduling days off unless operational conditions dictate change.

ARTICLE 22 - NIGHT SHOPPING PREMIUM

22.01 A full time employee shall be paid a premium of one dollar and twenty-five cents (\$1.25) for each hour worked after 6:00 p.m. for customer shopping convenience Monday through Friday inclusive if it is his first (1st) night worked that week. If one of these nights is his second (2nd) night worked that week, he shall be paid a premium of two dollars (\$2.00) per hour for each hour worked after 6:00 p.m. on that second (2nd) night.

- 22.02** A full time employee shall be paid a premium of two dollars (\$2.00) per hour for each hour worked after 6:00 p.m. on Saturday if it is his first (1st) night worked that week, he shall be paid a premium of two dollars (\$2.00) per hour for each hour worked after 6:00 p.m. on that Saturday night.
- 22.03** Employees who are receiving overtime pay shall receive such overtime pay upon the basis of their regular rate. Night shopping premiums shall not be included in their regular rate for the purposes of calculating overtime nor shall the employee receive a night shopping premium and overtime for the same hours.

ARTICLE 23 - NIGHT SHIFT PREMIUM

- 23.01** A night shift employee is an employee who is scheduled to work in a store after it has been closed to the public, and whose duties primarily are connected with receiving and stocking the store and incidental functions connected therewith. A night shift premium of one dollar (\$1.00) per hour will be paid to all night shift employees for all hours so worked. Non-night shift employees will receive the one dollar (\$1.00) premium only for those hours worked from the time the store is closed until 7:00 a.m.

This will be applicable only if employees work one (1) hour past store closing and then the premium will be paid retroactive to include the first (1st) hour. Night shift employees who are receiving overtime pay shall receive such overtime pay on the basis of their regular rate. The night shift premium shall not be included in their regular rate for the purpose of calculating overtime pay.

The above outlines the current payment of shift premium to those employees with early morning start times or the night crew stocking shift. For stores which are open 24 hours a day, employees whose shift commences after 10 p.m. and concludes by 8:30 a.m. will receive the night shift premium.

- 23.02** A night shift employee who is in charge of the night crew, (other than the Night Crew Manager) shall be paid a premium of sixty-five cents (65¢) per hour over his clerk rate. This premium shall be paid to such employee for all night shift hours worked.
- 23.03** The Company agrees that a Night Crew employee will be assigned to be in charge of each night shift operation, where a Night Crew Manager is not present.
- 23.04** It is understood that no employee shall be required to work alone on the night shift. In the event that a night shift employee reports to his scheduled store and no one is available to work with him he shall first (1st) report to or contact his Store Manager for instructions and second (2nd) report to the nearest Night Crew Manager, unless his Store Manager gives other instructions.

ARTICLE 24 - TEMPORARY ASSIGNMENTS

- 24.01** An employee relieving in a higher rated classification will be entitled to receive a premium of thirty-five cents (35¢) per hour over his regular hourly rate after he has completed two (2) consecutive scheduled shifts in such classification. The premium will be paid retroactive to include the first (1st) shift.
- 24.02** An employee relieving the Grocery Manager, Produce Manager, Meat Manager, Bakery Manager, Front End Manager, Hot Deli Manager, Cold Deli Manager, Bargaining Unit General Merchandise Manager, Dairy Manager, Seafood Manager, Floral Manager, Photo Lab Manager, CAO Manager, Natural Values Manager or Night Crew Manager will be eligible for a relieving rate of sixty-five cents (65¢) per hour over his regular hourly rate after he has completed more than one (1) day in such classification, in any calendar week. The premium will be paid retroactive to include the first (1st) shift.
- 24.03** An employee relieving the Store Manager, will be eligible for a relieving rate of one dollar and twenty cents (\$1.20) per hour over his regular hourly rate after he has completed more than one (1) day in such classification, in any calendar week. The premium will be paid retroactive to include the first (1st) shift.
- 24.04** Where a premium as mentioned in Article 24 is paid to employees relieving, the applicable premium shall be paid except that under no circumstances shall any employee who temporarily fills a classification be paid a rate greater than the top rate for that classification in which he is temporarily relieving.

ARTICLE 25 - REFRIGERATION CHECKS

- 25.01** Any employee who is a member of the bargaining unit required to check stores for heating and refrigeration on a non-working day shall receive twenty-five dollars (\$25.00) for the first (1st) one-half (½) hour and two times (2x) his regular rate of pay thereafter.

In the event of equipment breakdown the Store Manager must be notified.

ARTICLE 26 - NOTICE OF ABSENCE

- 26.01** Employees are expected to attend work regularly. When unable to report, the employee must contact his Store Manager, immediate supervisor, Department Manager or the next highest management person available within two (2) hours of his scheduled starting time, giving the reason he is unable to report to work. He must also advise the Company as to where he can be located relative to his absence. Every effort will be made to give notice prior to the start of the shift whenever possible.

ARTICLE 27 - DISMISSAL NOTICE OR PAY

27.01 Employees regularly working full time upon dismissal by the Company shall be given individual notice in writing or pay in lieu thereof as follows:

One (1) week's notice for each full year of completed service except in the case of employees with less than one (1) year completed service to receive one (1) week's notice.

27.02 Dismissal notice or pay in lieu thereof does not apply, as in Article 27.01 to:

- a) a person who is temporarily laid off;
- b) a person who has been found guilty of wilful misconduct or disobedience or wilful neglect of duty that has not been condoned by the Company;
- c) a person who has been employed for less than twenty-five (25) worked days; according to Article 6.03;
- d) persons who terminate their own employment;
- e) persons who are retired according to an established retirement plan;
- f) persons found guilty of dishonesty, obvious disloyalty, drunkenness or drinking intoxicants or under the influence of non prescription drugs at any time during working hours.

27.03 A copy of the Company's Employee Termination Notice, that is given to an employee, shall be forwarded to the Union at the time it is issued.

ARTICLE 28 - STRIKES AND LOCK OUTS

28.01 Neither the Union nor any of its members, nor any employee shall cause, sanction, take part in or encourage any sit down or slow down of work, or any strike or stoppage of or curtailment of or interference with the Company's sales, or any picketing of the Company's premises and the Company agrees that it will not cause, sanction or participate in any locking out of the employees.

28.02 The Union agrees that it will not interfere or permit any of the employees in the bargaining unit to interfere with the delivery and sales of merchandise received by the Company from Company suppliers or the removal of perishable merchandise from the Company's stores.

28.03 The Union agrees that no controversy involving competitors or other organized groups will be reflected in their duties insofar as the Company is concerned.

ARTICLE 29 - JURY DUTY

29.01 Full time employees summoned to jury duty, or subpoenaed to attend as a witness on behalf of the Company, shall be paid wages amounting to the difference between the amount paid them for jury services and the amount they would have earned had they worked on such days. Maximum of eight (8) hours per day. Thirty-nine (39) hours per week. This does not apply if the employee is excused from jury duty for the rest of the day or days and fails to report back to work, if same is reasonable under the circumstances (one-half (½) day or more), or if the jury duty occurs on the employee's scheduled day off.

ARTICLE 30 - ANNUAL VACATIONS FOR FULL TIME EMPLOYEES

30.01 (a) The date for determining the length of vacation in a calendar year, and the remuneration, shall be July 1 in that calendar year. Vacation pay will be paid at the time an employee takes his or her vacation. Vacation taken prior to July shall be paid at an employee's base weekly rate of pay provided vacation pay has been accrued. Vacation taken after July first (1st) shall be paid based on the calculation of the applicable percentage rate, less the amount paid out as vacation taken prior to July, divided by the number of weeks of vacation remaining. This calculation is to be provided to the employee. If vacation are not taken due to the Company's request, the monies will still be paid out.

(b) The Company agrees to pay salaried employees their vacation calculation and pay, as stated above.

(c) Gross wages will be deemed to include:

Regular hours, Time and one-half, Double time, Night shopping premiums, Night shift premiums, Temporary assignment, Refrigeration checks, Retro wages, Sick pay, Statutory Holiday pay, Jury duty, Company meetings, Bereavement, Christmas bonus, Union grievance settlements, Sunday hours and premiums will continue as part of the calculation.

30.02 (a) All new employees with less than twelve (12) months' completed service as at June 30, are entitled to one (1) week vacation and remuneration shall be four percent (4%) of gross wages earned to June 30 of the vacation calendar year.

(b) Employees with less than six (6) months' completed service to June 30, shall not be required to take vacation time off, but, upon request shall be granted permission to do so. It is understood however, that employees with more than six (6) months', but less than 12 months' continuous service to June 30, shall be required to take one (1) week vacation off.

- 30.03** Employees with twelve (12) months' completed service and less than four (4) years' completed service at June 30, shall receive two (2) weeks vacation and remuneration shall be four percent (4%) of gross wages earned in the period July 1 of the previous year to June 30 of the vacation calendar year.
- 30.04** Employees with four (4) years' completed service and less than nine (9) years' completed service as at June 30, shall receive three (3) weeks vacation and remuneration shall be six percent (6%) of gross wages earned in the period July 1 of the previous year to June 30 of the vacation calendar year.
- 30.05** Employees with nine (9) years' completed service and less than fifteen (15) years' completed service as at June 30, shall receive four (4) weeks vacation and remuneration shall be eight percent (8%) of gross wages earned in the period July 1 of the previous year to June 30 of the vacation calendar year. Three (3) of the four (4) weeks shall be granted in one continuous period during the regular vacation period. The remaining week may be granted at any other time during the calendar year.
- 30.06** Employees with fifteen (15) years' completed service at June 30 and less than twenty-five (25) years' completed service shall receive five (5) weeks vacation and remuneration shall be ten percent (10%) of gross wages earned in the period July 1 of the previous year to June 30 of the vacation calendar year. Three (3) of the five (5) weeks shall be granted in one continuous period during the regular vacation period. The remaining weeks may be granted at any other time during the calendar year.
- 30.07** Employees with twenty-five (25) years' completed service as at June 30, and over shall receive six (6) weeks vacation and remuneration shall be twelve percent (12%) of gross wages earned in the period July 1 of the previous year to June 30 of the vacation calendar year. Three (3) of the six (6) weeks shall be granted in one continuous period during the regular vacation period. The remaining weeks may be granted at any other time during the calendar year.
- 30.08** Upon termination employees shall be paid vacation pay of four percent (4%), six percent (6%), eight percent (8%), ten percent (10%) or twelve percent (12%) of gross wages as defined in Article 30.01 (c), in accordance with the above vacation provisions.
- 30.09 (a)** A vacation list shall be posted not later than February 1 requesting employees to indicate their preference. It is agreed that employees with the longest service with the Company will have preference.
- (b)** Where two (2) or more employees have the same seniority date the employee with the lower employee number shall have preference. Vacation lists must be completed by March 31. No more than three (3) weeks of vacation time may be scheduled during the summer months of July and August. The balance of an employee's vacation entitlement shall be scheduled according to seniority and to requirements of the operation. It is agreed by the Company and the Union that for vacation scheduling, seniority shall not apply after March 31. Vacations must be taken between January 1 and December 31 of each year.

- (c) The finalized vacation schedule will be posted in each department.
 - (d) Employees who request the Saturday off prior to commencing vacation shall be granted the time off.
 - (e) Full Time: Employees who request the Sunday off immediately following their vacation shall be granted the time off.
- 30.10** When a paid holiday occurs during an employee's vacation, an extra day's vacation or one (1) day's pay in lieu of the holiday shall be granted if the holiday is one for which the employee would have received pay had he been working. The employee shall advise the Company if he is taking the day, rather than the pay in lieu of, prior to going on vacation.
- 30.11** An employee will have the right to hold his vacation in abeyance if he is absent due to sickness, accident or compensation at the time his vacation is scheduled to begin. Such deferred vacation shall be taken at a later date which is mutually agreed to between the employee and the Company. However, the employee shall advise the Company as soon as he is capable or upon his return to work of his intention to take such deferred vacation, which cannot be extended beyond year end.
- 30.12** An employee who is entitled to 4 or more weeks of vacation shall be eligible to schedule one week of vacation in single days. They shall not be taken in conjunction with statutory holidays, unless by mutual agreement.
- 30.13** An employee may request to have one (1) week of his/her approved vacation entitlement commence mid-week for travel purposes. Any arrangement under this provision must be by mutual consent between the employee and Store Manager and will not be unreasonably denied.

ARTICLE 31 - CHRISTMAS BONUS

- 31.01**
- (a) The Company agrees that it will pay a yearly Christmas Bonus of two percent (2%) of total earnings. This will be paid by a separate cheque (deposit) for those employees that have completed more than twenty-four (24) months of service.
 - (b) During the first twenty-four (24) months of employment, part time employees shall be entitled to a yearly Christmas bonus of one (1%) of total earnings. This will be paid by a separate cheque (deposit).
 - (c) Total earnings shall mean payments based on T4 box "B" earnings less any Taxable Benefits and the previous year's Christmas Bonus.
 - (d) Upon conversion Letter #47 shall apply.

ARTICLE 32 - BENEFITS

32.01 The Company agrees that the following benefits shall be in effect, as set out in this Article, during the term of this Agreement. Benefits for eligible full time employees who continue to work full time beyond age 65 will cease. Benefits will also cease for their spouse and dependents when the employee turns 65.

32.02 The Union agrees that should government plans or Union negotiated plans provide similar benefits to those covered in the following plans, such similar benefits will be automatically cancelled under the Company plans.

32.03 GROUP LIFE, ACCIDENTAL DEATH AND DISMEMBERMENT, WEEKLY INDEMNITY AND LONG TERM DISABILITY

ELIGIBILITY - Full time employees will be eligible to become a member of the Group Insurance Plan when they have completed three (3) months of continuous employment with the Company, provided they are at work on that date. If not at work on that date, they are eligible immediately upon return to work.

WEEKLY INDEMNITY

Effective January 2, 1994, sixty-six and two-thirds percent (66 2/3%) of weekly earnings subject to a maximum benefit of four hundred and ninety dollars (\$490.00) per week for all full time employees.

The Weekly Indemnity runs for fifteen (15) weeks after which the Long Term Disability takes effect.

Full time Weekly Indemnity to commence (without use of sick days) if a "medical procedure" occurs. Weekly Indemnity issues are subject to the grievance and arbitration provisions of this Agreement.

LONG TERM DISABILITY

Effective January 3, 1993, one thousand eight hundred dollars (\$1,800.00) per month for all full time employees.

Effective January 1, 1995, one thousand eight hundred and fifty dollars (\$1,850.00) per month for all full time employees.

Effective January 5, 1997, one thousand nine hundred and twenty-five dollars (\$1,925.00) per month for all full time employees.

Effective January 3, 1999, two thousand dollars (\$2,000.00) per month for all full time employees.

Full time Long Term Disability Advances: Upon application for LTD, when a claim is not in question, the Company will advance (with repayment waiver signed) a one (1) month LTD amount.

The Company is responsible for the administration and application of any insurance policy established in order to provide the above mentioned plan (LTD only) and any difference arising with respect thereto will be disposed of in accordance with the grievance and arbitration provisions of this Agreement.

GROUP LIFE INSURANCE

The Company will provide to full time employees Thirty thousand dollars (\$30,000.00) and further to provide Life Insurance for the Spouse (\$3,000.00) and Dependant Children (\$1,000.00).

All benefits are subject to the provisions of the policy.

The Company pays one hundred percent (100%) of the cost of the premiums.

32.04 SUPPLEMENTARY MEDICAL EXPENSE BENEFITS

- (a) This plan provides for coverage over and above OHIP (comparable to a major medical plan) and is administered by the Company's carrier.

COVERAGE - This plan has a twenty-five dollar (\$25.00) deductible per individual or thirty-five dollars (\$35.00) per family. Expenses are paid at one hundred percent (100%) over and above the annual deductible.

Further details of the group insurance can be found in the booklet provided. Group Insurance booklets are available upon request from the Payroll Department. The premiums are paid fully by the Company.

- (b) The Company agrees to provide a Pay-Direct Drug Card for all eligible employees. The present deductibles of twenty-five dollars (\$25.00) single/ thirty-five dollars (\$35.00) family, will be maintained. This deductible is waived if all purchases are from a Zehrs' and/or Loblaw Company's Pharmacy. The Company will implement the Loblaws Company's formulary (Birth Control included). The card provides a positive enrolment for the data maintenance on members and their dependants.
- (c) **VISION CARE** - Full time employees and their eligible dependants are eligible for vision care benefits of up to \$60 for an eye exam every 24 months. Reimbursement for the eye exam and the glasses will be up to a maximum of \$200 (with no deductible), in a 24 month period.
- (d) Health benefits will continue for the surviving family in the event of the death of the spouse for 1 year.

32.05 SICK PAY ALLOWANCE

ELIGIBILITY - All full time employees with three (3) months of continuous service with the Company are eligible.

COVERAGE - The coverage is paid for and administered by the Company. Sick Pay Allowance provides for payment of the first five (5) days of any absence due to illness up to a maximum of ten (10) days per calendar year.

The employees will be paid an allowance of seventy-five percent (75%) of basic daily pay.

The seventy-five percent (75%) Sick Pay Allowance will be applied to full days or half days only.

An employee who works more than one-half ($\frac{1}{2}$) day will not be eligible for the Sick Pay Allowance. An employee who works less than one-half ($\frac{1}{2}$) day will be eligible to receive the Sick Pay Allowance on one-half ($\frac{1}{2}$) day only.

The employee must produce proper evidence that he is entitled to pay during such absence, if requested to do so by the Company. Such evidence, if requested, shall be requested prior to the employee's returning to work where the employee has notified the Company according to Article 26.01. Any employee failing to notify the Company according to Article 26.01 will be required to produce proper evidence upon return to work. Any employee abusing this privilege by attempting to collect Sick Pay Allowance under false pretences shall be subject to immediate dismissal.

32.06 PENSION PLAN-Effective May 10, 1981

Contributions – Current Service Eighty-five cents (85¢)

Contributions - Past Service

Should there be a change in data approved by the employer which requires an additional past service payment by the employer, the employer agrees to pay the subject payment within thirty (30) days of receipt of notice from the actuaries.

Effective September 11, 2000, the Company agrees to increase all of the previous Canadian Commercial Workers Industry Pension Plan accrued benefits to forty dollars (\$40.00) per month per year of service (participants working less than full time will be prorated) for all employees on the payroll (or anyone on an approved leave of absence, illness or disability) as of September 11, 2000. For the purpose of clarity, vested non employees or pensioners, are not included.

- (a) The Company agrees to contribute to the Canadian Commercial Workers Industry Pension Plan ("pension plan") for all hours paid and worked for all full time and part time employees. Hours paid and worked is defined as regular hours, overtime hours, vacation, paid holidays, sick days, bereavement, jury duty and Union grievance settlements to a maximum of thirty-nine (39) hours per week per employee, but shall not include Weekly Indemnity or Workplace Safety and Insurance benefits.

- (b) The Company agrees to sign a “Participation Agreement” and supply any other documents, forms, reports or information required by the Trustees of the pension plan. The Company shall forward all contributions together with a list of all full time and part time employees and the number of hours paid and worked for each employee in each reporting period, within fifteen (15) days following the end of the Company’s four (4) week accounting periods.
- (c) The Company’s contribution to the Canadian Commercial Workers Industry Pension Plan and the allocation to current service benefits shall be in accordance with those contribution levels agreed to by the Trustees of the Plan which shall become effective January 1, 2001.
- (d) It is understood and agreed that the Company will cease contributions for past service benefits at such time as the past service liability is paid in full with respect to its employees covered by the Canadian Commercial Workers Industry Pension Plan.
- (e) The Company shall make a lump sum contribution of \$36 million dollars (for the benefit of Zehrs, Loblaw and Fortinos employees) under the terms of the CCWIP plan pension Stabilization Fund. For clarity, it is understood that the total payment of \$36 million dollars inclusive of the payment under the Loblaws Supermarkets Local 175, Zehrs Local 1977 and Zehrs Local 175 and 633 and Fortinos Local 175 collective agreements.
- (f) The Employer contributions will increase by 40 cents per hour retroactive to September 1, 2010. The Employer contributions shall amount in total to \$1.25 per hour for the term of the collective agreement. The Company and the Union locals agree that monies from the stabilization fund will be deployed offset to deferred beneficiary entitlement reductions and normal form pension changes. The Employer commits for the term of the collective agreement CCWIPP contributions will made through the stabilization fund and/or through new contributions until the stabilization fund is exhausted.
- (g) The Employer will participate in the new CCWIPP Master Contribution Agreement.

Contributions, along with a list of employees for whom they have been made, the amount of weekly contribution for each employee, and the number of hours worked or paid according to the above, shall be forwarded by the Employer within twenty-one (21) days after the close of the Employer’s four (4) or five (5) week accounting period.

The Employer agrees to pay interest at the rate established by the Trustees on all contributions not remitted as stipulated above.

Hourly Pension contributions for the Employer are as follows:

Effective July 5, 2015 - \$1.45

In addition there will be employee self contributions made on the following scale effective July 5th, 2015

*Less than 2 years	0¢/hour
2 years but less than 8 years.....	22¢/hour
8 years or more	40¢/hour

32.07 DENTAL PLAN

- (a) The Company agrees to contribute twenty-seven cents (27¢) per hour for all hours paid and worked to the United Food and Commercial Workers Trusteed Dental Plan - Ontario (“dental plan”). Hours paid and worked is as set out in Article 32.06 (a).
- (b) The Company agrees to sign a “Participation Agreement” and supply any other documents, forms, reports or information required by the Trustees of the dental plan.

32.08 TRAINING AND EDUCATION

The Company agrees to contribute five cents (5¢) per hour to UFCW Local 175 and 633 for all hours paid and worked by all full time and part time employees.

Hours paid and worked as defined and set out in Article 32.06 (a). The Company shall forward the contributions every four (4) weeks to the Union and shall include a list of employees, the number of hours paid and worked by each employee during each four (4) week period.

Effective July 1, 2020 the Company agrees to provide an additional two (\$0.02) cents per hour.

32.09 MAP/EAP JOINT COMMITTEE

The Company agrees to contribute five cents (5¢) per hour to the United Food and Commercial Workers Union Locals 175 and 633 Membership/Employee Assistance Program during the life of this Agreement for all hours paid and worked for all full time and part time employees, to a maximum of one dollar and ninety-five cents (\$1.95) per week per employee.

In the event that the Trustees of the MAP/EAP determine that additional contributions are required, the Company agrees to make additional contributions of up to two cents (2¢) per hour, but only after June 28, 1996.

ARTICLE 33 - SALARIED EMPLOYEES

33.01 The following classifications shall be considered as salaried employees: Grocery Manager, Front End Manager, Hot Deli Manager, Cold Deli Manager, General Merchandise Manager, Dairy Manager, Seafood Manager, Floral Manager, Photo Lab Manager, Night Crew Manager, Meat Manager, Produce Manager, Bakery Manager, CAO Manager and Natural Values Manager.

33.02 Notwithstanding any other provisions, the following differences in benefit schedules is applicable to salaried employees:

- i)** Salary continuation prior to Long Term Disability being applicable for work-related and non work-related illnesses.
- ii)** Christmas Bonus and Vacation Pay includes payment made under the salary continuation plan.

33.03 Notwithstanding Article 14, 17, 20, the following application for time off for statutory and extra hours will apply.

- i)** In a week in which a Statutory Holiday occurs full salary shall be applicable and salaried employees who must work the additional day(s), equal time off for time owing applies.
- ii)** When a salaried employee works on a Statutory Holiday, he/she will receive equal time off for time owing.
- iii)** When a salaried employee is scheduled to work more than thirty-nine (39) hours, he receives equal time off for time owing.
- iv)** When a salaried employee has to work on his/her scheduled day(s) off, he/she receives equal time off for time owing.
- v)** Where there are issues with respect to scheduling time off in consultation with the Store Manager, a meeting will be convened with the District Manager or HR Manager to discuss and resolve or the time may be paid as determined by the Company. A union representative will be present if requested by the employee.
- vi)** When a salaried employee works more than thirty-nine (39) hours in a week, he/she will receive time owing for time worked. Where possible, time owing should be given within that week or within three (3) weeks, to avoid the accumulation of hours.
- vii)** All extra hours worked by salaried employees must be authorized by the Store Manager and/or his designate.

33.04 The following Articles are not applicable to salaried employees: 22, 23; with the exception that Article 23 (the night shift premium) applies to Night Crew Managers.

ARTICLE 34 - WAGE RATES AND JOB CLASSIFICATIONS

34.01 All full time employees covered by this Agreement shall be paid in accordance with Schedule "A" effective October 6, 2010.

34.02 Notwithstanding the across-the-board increase negotiated between the Company and the Union, the Company and the Union agree that the maximum wage rate paid to any employee during the term of this Collective Agreement shall be the maximum wage rate set out in the wage progression schedules for his classification.

Therefore, if any employee was paid a wage rate under the previous Collective Agreement in excess of the maximum wage rate of his classification such employee shall be paid, following ratification, the maximum wage rate as negotiated and as set out in the wage progression schedules.

34.03 The job classification and wage rates applicable to the appropriate job classification set forth in this Agreement are mutually agreed upon and shall prevail without change as and from the dates indicated in the wage progression schedules.

34.04 Wage adjustments under the automatic wage progression schedule shall be made quarterly or half yearly where appropriate on the first full pay week of January, April, July and October. Employees will progress in three (3) month steps to a top rate, or six (6) month steps where appropriate.

(a) Where a new employee commences work within a quarter, he shall immediately receive the appropriate start rate for the position and provided, however, he commences work or is promoted prior to the middle (15th) of the second month within the quarter. Should he commence work after the 15th of the second month, he shall immediately receive the appropriate start rate for the position and he then shall receive his first quarterly or half yearly adjustment at the end of the succeeding quarter.

(b) Where an employee commences in a classification at a rate which is on the wage progression schedule but at a higher rate than the starting rate, he shall proceed to the next higher rate in the wage progression schedule at the time of the next quarterly or half yearly increase and shall progress quarterly or half yearly thereafter.

(c) Where an employee commences in a classification at an "off rate" (a rate not specified on the wage progression schedule), he shall be "slotted in" to the wage progression schedule by proceeding to the next higher rate on the wage progression schedule at the time of the next quarterly or half yearly increase and shall progress quarterly or half yearly thereafter.

- (d) Where an employee is promoted to another classification he shall be placed on the wage progression schedule, initially, at the next higher rate and then proceed to the next higher rate in the wage progression schedule at the time of the next quarterly or half yearly increase and shall progress quarterly or half yearly thereafter.

To qualify for the quarterly adjustment in wages as set out herein full time employees must have worked at least two hundred and eighty (280) hours within the said quarter.

34.05 VOLUME REVIEW AND ADJUSTMENT

Volumes shall be adjusted quarterly as of the first pay week of January, April, July and October, based on the review of the previous four (4) - three (3) month periods. If the volume in a store adjusts upward the employees wage rate will adjust likewise.

ARTICLE 35 - RETROACTIVITY

- 35.01** No part of this Agreement shall be deemed retroactive unless specifically stated. All other provisions contained in this Agreement are effective the beginning of the first full pay period following October 6, 2010.

ARTICLE 36 – FRONT END MANAGER/OFFICE CLERK (BACK UP)

- 36.01** Any employee who performs the duties of a Front End Manager or Office Clerk in a “back up” capacity will be paid a premium of sixty-five cents (65¢) per hour for all hours worked while performing such duties. Except that under no circumstances shall such employee be paid a rate greater than the top rate of the Front End Manager classification.
- 36.02** The Company will select “back up” office clerks as required, internally, based on ability, qualifications and availability according to the needs of the operation.

ARTICLE 37 – PART TIME EMPLOYEES

- 37.01** The Company agrees that part time employees or a combination of part time employees shall not be used to the extent that they displace from employment full time employees.

ARTICLE 38 – STORE STRUCTURE

- 38.01** A number of Store structure changes are required to recognize the changing business and changing customer expectations. They are as follows:

Current Assistant Store Managers

Creation of up to two Non-Union Assistant Managers per store, to assist the Store Manager and be responsible for the Fresh and/or Dry areas of the business.

Current unionized Assistant Store Managers will have two options:

1. They all will be offered one of these non-union positions and they will be given the opportunity if desired. (A three month Leave of Absence will be requested from the Union.)

OR

2. They will be classified as a Grocery Manager while maintaining their current Assistant Store Managers rate of pay plus the hourly increases and lump sums.

General Merchandise Departments and New Departments

In order to continue to grow and build new stores, the Company needs to continue to grow their General Merchandise business and expand into new departments.

These new departments are as follows:

- Bed and Bath
 - Cosmetics
 - Hosiery and Apparel
 - Kitchen, Cook and Table
 - Camera/Electronics
 - Books and Entertainment
 - Party Supply
 - Sporting Goods
 - Hardware
1. When a non-union Manager is appointed, a unionized job will be posted within seven (7) days.
 2. The Company will appoint a Manager outside of the Bargaining Unit that will not perform bargaining unit work outside of their own department.
 3. All other full or part time positions in these Departments will be unionized.

The Company may elect to create a General Merchandise Manager out of the bargaining unit in stores of over 80,000 square feet when the following conditions are met:

1. General Merchandise and Health and Beauty Aids are separate departments.

2. There must always be a full time unionized employee within both the General Merchandise and Health and Beauty Departments.
3. The non-union Manager will not perform any bargaining unit work outside of the General Merchandise and Health and Beauty department.
4. All other full time and part time positions in this department will be unionized (with the exception of those listed above.)
5. Current General Merchandise Managers:
May be offered the non-union position. (A three month leave of absence may be requested from the Union.)

ARTICLE 39 - EXPIRATION AND RENEWAL

39.01 The Agreement shall be effective from July 1, 2015, and shall remain in full force until July 1, 2021, and shall continue in full force thereafter for one (1) year except that either party may, upon not more than ninety (90) days, and not less than thirty (30) days before the expiry date or renewal date of such Agreement, give notice in writing to the other party of their intention to revise or abrogate this Agreement.

Agreeing to the foregoing, the parties hereunto executed this Agreement.

DATED AT CAMBRIDGE this ____ day of _____ 2016.

**ZEHRS MARKETS
A DIVISION OF ZEHRMART LIMITED**

**UNITED FOOD AND COMMERCIAL
WORKERS UNION-LOCAL 175 & 633**

Wage Progression Schedule “A”

Employees Hired/Promoted Prior to Date of Ratification Employees Hired /Promoted to Full Time AFTER Sept 11, 2000 <u>Full Time Clerks:</u>							
GM, HABA, Floral, Seafood, Grocery, Produce, Photo Lab, Service, Hot deli, Cold deli, Cashier, Wrapper, Decorator, Meat Cutter, Baker, Cold Salad Bar, Pharmacy, Dairy, Bean Roast							
	Current	DOR	July 3, 2016	July 2, 2017	July 1, 2018	June 30, 2019	June 28, 2020
Start	\$15.25	\$15.25	\$15.25	\$15.25	\$15.25	\$15.25	\$15.25
6 months	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50
12 months	\$15.75	\$15.75	\$15.75	\$15.75	\$15.75	\$15.75	\$15.75
18 months	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00
24 months	\$16.25	\$16.25	\$16.25	\$16.25	\$16.25	\$16.25	\$16.25
30 months	\$18.86	\$19.26	\$19.51	\$19.71	\$19.96	\$20.26	\$20.56
Employees Hired /Promoted to Full Time AFTER Date of Ratification							
30 months	\$18.86	\$19.01	\$19.16	\$19.31	\$19.46	\$19.61	\$19.76

The following shall be the minimum wage rates of pay for Meat Cutters on the payroll as of date of ratification who meet the requirements defined below:

MEAT DEPARTMENT

	Current	DOR	July 3, 2016	July 2, 2017	July 1, 2018	June 30, 2019	June 28, 2020
Full Time Meat Cutter							
Start	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50
12 months	\$15.75	\$16.50	\$16.50	\$16.50	\$16.50	\$16.50	\$16.50
24 months	\$16.00	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00
36 months	\$19.16	\$19.56	\$19.81	\$20.01	\$20.26	\$20.56	\$20.86
Employees Hired /Promoted to Full Time AFTER Date of Ratification							
36 months	\$19.16	\$19.31	\$19.46	\$19.61	\$19.76	\$19.91	\$20.06

Meat Cutter Definitions

If a full time is processing primal (boxed or rail) meat cuts more than 50% of their time over a 3 month period, they will be reclassified to a Meat Cutter. It is understood that if the process changes and a Meat Cutter is not cutting more than 50% of their time over a 3 month period, they will be reclassified as a Meat Clerk. This shall not apply to full time Meat Cutters who are on the payroll as of October 6, 2010.

Assistant Meat Manager	Current	DOR	July 3,2016	July 2, 2017	July 1, 2018	June 30, 2019	June 28, 2020
Start	\$13.85	\$13.85	\$13.85	\$13.85	\$13.85	\$13.85	\$13.85
3 months	\$15.59	\$15.59	\$15.59	\$15.59	\$15.59	\$15.59	\$15.59
6 months	\$22.01	\$22.41	\$22.66	\$22.86	\$23.11	\$23.41	\$23.71
Employees Hired /Promoted to Full Time AFTER Date of Ratification							
6 months	\$22.01	\$22.16	\$22.31	\$22.46	\$22.61	\$22.76	\$22.91

Smoke House Operator	Current	DOR	July 3, 2016	July 2, 2017	July 1, 2018	June 30, 2019	June 28, 2020
Start	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
3 months	\$11.35	\$11.35	\$11.35	\$11.35	\$11.35	\$11.35	\$11.35
6 months	\$11.90	\$11.90	\$11.90	\$11.90	\$11.90	\$11.90	\$11.90
9 months	\$12.55	\$12.55	\$12.55	\$12.55	\$12.55	\$12.55	\$12.55
12 months	\$13.20	\$13.20	\$13.20	\$13.20	\$13.20	\$13.20	\$13.20
15 months	\$13.85	\$13.85	\$13.85	\$13.85	\$13.85	\$13.85	\$13.85
18 months	\$14.50	\$14.50	\$14.50	\$14.50	\$14.50	\$14.50	\$14.50
21 months	\$15.14	\$15.14	\$15.14	\$15.14	\$15.14	\$15.14	\$15.14
24 months	\$22.22	\$22.62	\$22.87	\$23.07	\$23.32	\$23.62	\$23.92
Employees Hired /Promoted to Full Time AFTER Date of Ratification							
24 months	\$22.22	\$22.37	\$22.52	\$22.67	\$22.82	\$22.97	\$23.12

The following shall be the minimum rates of pay for Bakers on the payroll as of date of ratification who meet the requirements defined below:

BAKERY DEPARTMENT

	Current	DOR	July 3, 2016	July 2, 2017	July 1, 2018	June 30, 2019	June 28, 2020
Full Time Baker							
Start	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50
12 months	\$15.75	\$16.75	\$16.75	\$16.75	\$16.75	\$16.75	\$16.75
24 months	\$16.00	\$17.75	\$17.75	\$17.75	\$17.75	\$17.75	\$17.75
36 months	\$19.16	\$19.56	\$19.81	\$20.01	\$20.26	\$20.56	\$20.86
Employees Hired /Promoted to Full Time AFTER Date of Ratification							
36 months	\$19.16	\$19.31	\$19.46	\$19.61	\$19.76	\$19.91	\$20.06

Baker Definitions

If a full time is baking from scratch (mixing and preparing raw ingredients) for more than 50% of their time over a 3 month period, they will be reclassified to a Scratch Baker rate of pay. It is understood that if the process changes and the baker is not baking from scratch more than 50% of their time over a 3 month period, they will be reclassified as a Bakery Clerk. This shall not apply to full time Bakers who are on the payroll as of October 6, 2010.

Lead Baker	Current	DOR	July 3, 2016	July 2, 2017	July 1, 2018	June 30, 2019	June 28, 2020
Start	\$11.00	\$13.75	\$13.75	\$13.75	\$13.75	\$13.75	\$13.75
3 months	\$11.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
6 months	\$11.18	\$15.75	\$15.75	\$15.75	\$15.75	\$15.75	\$15.75
9 months	\$11.88	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00
12 months	\$12.60	\$16.75	\$16.75	\$16.75	\$16.75	\$16.75	\$16.75
15 months	\$13.32	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00
18 months	\$14.04	\$18.75	\$18.75	\$18.75	\$18.75	\$18.75	\$18.75
21 months	\$14.75	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00
24 months	\$21.28	\$21.68	\$21.93	\$22.13	\$22.38	\$22.68	\$22.98
Employees Hired /Promoted to Full Time AFTER Date of Ratification							
24 months	\$21.28	\$21.43	\$21.58	\$21.73	\$21.88	\$22.03	\$22.18

Head Bake-Off Clerk	Current	DOR	July 3, 2016	July 2, 2017	July 1, 2018	June 30, 2019	June 28, 2020
Start	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
3 months	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
6 months	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
9 months	\$11.21	\$11.21	\$11.21	\$11.21	\$11.21	\$11.21	\$11.21
12 months	\$11.94	\$11.94	\$11.94	\$11.94	\$11.94	\$11.94	\$11.94
15 months	\$12.67	\$12.67	\$12.67	\$12.67	\$12.67	\$12.67	\$12.67
18 months	\$13.40	\$13.40	\$13.40	\$13.40	\$13.40	\$13.40	\$13.40
21 months	\$14.12	\$14.12	\$14.12	\$14.12	\$14.12	\$14.12	\$14.12
24 months	\$22.01	\$22.41	\$22.66	\$22.86	\$23.11	\$23.41	\$23.71
Employees Hired /Promoted to Full Time AFTER Date of Ratification							
24 months	\$22.01	\$22.16	\$22.31	\$22.46	\$22.61	\$22.76	\$22.91

Employees in These Classifications PRIOR to September 11, 2000							
	Current	DOR	July 3, 2016	July 2, 2017	July 1, 2018	June 30, 2019	June 28, 2020
Cashier, Wrapper, Photo Lab, Service Clerk, Produce Clerk, Baker, Decorator	\$20.87	\$21.27	\$21.52	\$21.72	\$21.97	\$22.27	\$22.57
Floral, Seafood	\$21.28	\$21.68	\$21.93	\$22.13	\$22.38	\$22.68	\$22.98
Meat Cutter	\$21.53	\$21.93	\$22.18	\$22.38	\$22.63	\$22.93	\$23.23
Head Bake-off Clerk, GM Clerk, HABA	\$22.01	\$22.41	\$22.66	\$22.86	\$23.11	\$23.41	\$23.71

Office Clerk	Current	DOR	July 3, 2016	July 2, 2017	July 1, 2018	June 30, 2019	June 28, 2020
Start	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
3 months	\$11.00	\$11.05	\$11.05	\$11.05	\$11.05	\$11.05	\$11.05
6 months	\$11.00	\$11.10	\$11.10	\$11.10	\$11.10	\$11.10	\$11.10
9 months	\$11.42	\$11.42	\$11.42	\$11.42	\$11.42	\$11.42	\$11.42
12 months	\$12.14	\$12.14	\$12.14	\$12.14	\$12.14	\$12.14	\$12.14
15 months	\$12.86	\$12.86	\$12.86	\$12.86	\$12.86	\$12.86	\$12.86
18 months	\$13.58	\$13.58	\$13.58	\$13.58	\$13.58	\$13.58	\$13.58
21 months	\$14.29	\$14.29	\$14.29	\$14.29	\$14.29	\$14.29	\$14.29
24 months	\$22.17	\$22.57	\$22.82	\$23.02	\$23.27	\$23.57	\$23.87
Employees Hired /Promoted to Full Time AFTER Date of Ratification							
24 months	\$22.17	\$22.32	\$22.47	\$22.62	\$22.77	\$22.92	\$23.07
NOTE: Bookkeeper classification will be paid \$1.00 above the applicable Office Clerk rate							

Salary Charts

Assistant Store Manager, Produce Manager, Meat Manager, Bakery Manager

	Hourly	Current	DOR	July 3, 2016	July 2, 2017	July 1, 2018	June 30, 2019	June 28, 2020
Start								
0-325,000	\$17.55	\$684.45	\$684.45	\$684.45	\$684.45	\$684.45	\$684.45	\$684.45
325,001-450,000	\$17.76	\$692.64	\$692.64	\$692.64	\$692.64	\$692.64	\$692.64	\$692.64
Over 450,000	\$17.96	\$700.44	\$700.44	\$700.44	\$700.44	\$700.44	\$700.44	\$700.44
6 months								
0-325,000	\$17.93	\$699.27	\$699.27	\$699.27	\$699.27	\$699.27	\$699.27	\$699.27
325,001-450,000	\$18.14	\$707.46	\$707.46	\$707.46	\$707.46	\$707.46	\$707.46	\$707.46
Over 450,000	\$18.34	\$715.26	\$715.26	\$715.26	\$715.26	\$715.26	\$715.26	\$715.26
12 months								
0-325,000	\$18.45	\$719.55	\$719.55	\$719.55	\$719.55	\$719.55	\$719.55	\$719.55
325,001-450,000	\$18.66	\$727.74	\$727.74	\$727.74	\$727.74	\$727.74	\$727.74	\$727.74
Over 450,000	\$18.86	\$735.54	\$735.54	\$735.54	\$735.54	\$735.54	\$735.54	\$735.54
18 months								
0-325,000		\$911.43 \$23.37/hr	\$927.03 \$23.77/hr	\$936.78 \$24.02/hr	\$954.33 \$24.47/hr	\$964.08 \$24.72/hr	\$975.78 \$25.02/hr	\$997.23 \$25.57/hr
325,001-450,000		\$919.62 \$23.58/hr	\$935.22 \$23.98/hr	\$944.97 \$24.23/hr	\$962.52 \$24.68/hr	\$972.27 \$24.93/hr	\$983.97 \$25.23/hr	\$1005.42 \$25.78/hr
Over 450,000		\$946.92 \$24.28/hr	\$962.52 \$24.68/hr	\$972.27 \$24.93/hr	\$989.82 \$25.38/hr	\$999.57 \$25.63/hr	\$1,011.27 \$25.93/hr	\$1,032.72 \$26.48/hr

CAO Manager, Natural Values Manager

CAO Manager, Natural Values Manager	Hourly	Current	DOR	July 3, 2016	July 2, 2017	July 1, 2018	June 30, 2019	June 28, 2020
Start	\$17.55	\$684.45	\$684.45	\$684.45	\$684.45	\$684.45	\$684.45	\$684.45
6 months	\$17.93	\$699.27	\$699.27	\$699.27	\$699.27	\$699.27	\$699.27	\$699.27
12 months	\$18.66	\$727.74	\$727.74	\$727.74	\$727.74	\$727.74	\$727.74	\$727.74
18 months		\$946.92 \$24.28/hr	\$962.52 \$24.68/hr	\$972.27 \$24.93/hr	\$989.82 \$25.38/hr	\$999.57 \$25.63/hr	\$1,011.27 \$25.93/hr	\$1,032.72 \$26.48/hr

Front End Manager, Hot Deli Manager, Cold Deli Manager, General Merchandise Manager, Dairy Manager

	Hourly	Current	DOR	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Start	\$17.92	\$698.88	\$698.88	\$698.88	\$698.88	\$698.88	\$698.88	\$698.88
6 months	\$18.92	\$737.88	\$737.88	\$737.88	\$737.88	\$737.88	\$737.88	\$737.88
15 months	\$19.81	\$772.50	\$772.50	\$772.50	\$772.50	\$772.50	\$772.50	\$772.50
18 months	\$20.22	\$788.58	\$788.58	\$788.58	\$788.58	\$788.58	\$788.58	\$788.58
24 months	\$20.62	\$804.18	\$804.18	\$804.18	\$804.18	\$804.18	\$804.18	\$804.18
30 months		\$927.42 \$23.78/hr	\$943.02 \$24.18/hr	\$952.77 \$24.43/hr	\$970.32 \$24.88/hr	\$980.07 \$25.13/hr	\$991.77 \$25.43/hr	\$1013.22 \$25.98/hr
Note: Stores with volumes in excess of \$750,000 as per Article 34.05 will be as follows:								
30 months		\$946.92 \$24.28/hr	\$962.52 \$24.68/hr	\$972.27 \$24.93/hr	\$989.82 \$25.38/hr	\$999.57 \$25.63/hr	\$1,011.27 \$25.93/hr	\$1,032.72 \$26.48/hr

Grocery Manager, Seafood Manager, Floral Manager, Photo Lab Manager, Night Crew Manager

	Hourly	Current	DOR	July 3, 2016	July 2, 2017	July 1, 2018	June 30, 2019	June 28, 2020
Start	\$17.92	\$698.88	\$698.88	\$698.88	\$698.88	\$698.88	\$698.88	\$698.88
6 months	\$18.92	\$737.88	\$737.88	\$737.88	\$737.88	\$737.88	\$737.88	\$737.88
15 months	\$19.40	\$756.60	\$756.60	\$756.60	\$756.60	\$756.60	\$756.60	\$756.60
18 months	\$19.65	\$766.35	\$766.35	\$766.35	\$766.35	\$766.35	\$766.35	\$766.35
24 months	\$19.90	\$776.10	\$776.10	\$776.10	\$776.10	\$776.10	\$776.10	\$776.10
30 months		\$872.82 \$22.38/hr	\$888.42 \$22.78/hr	\$898.17 \$23.03/hr	\$915.72 \$23.48/hr	\$925.47 \$23.73/hr	\$937.17 \$24.03/hr	\$958.62 \$24.58/hr
Note: Stores with volumes in excess of \$750,000 as per Article 34.05 will be as follows:								
30 months		\$892.32 22.88/hr	\$907.92 \$23.28/hr	\$917.67 \$23.53/hr	\$935.22 \$23.98/hr	\$944.97 \$24.23/hr	\$956.67 \$24.53/hr	\$978.12 \$25.08/hr
Note: Night Crew Manager will additionally receive a \$1.00/hr Night Shift Premium								

Full time employees on the payroll on DOR - 40 cent wage increase to full time employees who are at the end rate of pay.

July 3, 2016 - Year 2 - 25 cent wage increase to full time employees who are at the end rate of pay.

July 2, 2017 - Year 3 - 20 cent wage increase to full time employees who are at the end rate of pay.

July 1, 2018 - Year 4 - 25 cent wage increase to full time employees who are at the end rate of pay.

June 30, 2019 - Year 5 - 30 cent wage increase to full time employees who are at the end rate of pay.

June 28, 2020 - Year 6 - 30 cent wage increase to full time employees who are at the end rate of pay.

For clarity, only 15 cents of the above mentioned increases will be applied to the end rates of the full time wage progressions on the dates outlined above and reflected in the attached grids. When an employee in scale reaches the end rate, provided they were on the payroll as of the date of ratification their end rate is inclusive of all increases noted above.

Department Managers who are in the salary progression shall be eligible for the annual wage increases and will go to an off rate until such time as their service enables them to progress on the salary scale.

APPENDIX "A"

ARTICLE 1 - PART TIME EMPLOYEES

1.01 All matters relative to part time employees and their working conditions shall be contained in this Appendix and the following Articles as in the main body: Article 1, 2, 3, 4, 5, 7, 9, 10, 11, 12, 25, 26, 28, 31, 32.07, 32.08, 32.09, 35, 36, 38, and 39. and Letters of Understanding 1, 2, 3, 4, 6, 8, 10, 13, 14, 15, 16, 19, 22, 23, 24, 25, 27, 28-35, 37, 41, 44, 45, 47, 48, 51, 53, 54, 57, 59, 62-65, 67, 68, 70 and 71.

1.02 SENIORITY

- (a)** Seniority for a part time employee shall be based on his length of service as a part time employee in the bargaining unit.
 - (b)** The Company shall maintain a seniority list of part time employees stating names and job classifications, which shall be posted quarterly in a position where the Union or any employee has access to it. The Union or any employee has the right to protest any listing within thirty (30) days following the posting of the seniority list. This additionally will be provided to the Union disc to disc form.
 - (c)**
 - i)** When a part time employee changes his status to full time he shall be credited with fifty percent (50%) of his seniority as a part time employee within the bargaining unit up to a maximum of eighteen (18) months.
 - ii)** Part time employees who change their status to full time will receive vacation entitlement based on their full time seniority date; as under c) i).
 - (d)**
 - i)** When a full time employee changes his status to a part time employee he shall carry full seniority to the part time seniority list.
 - ii)** When such employee subsequently returns to full time status his seniority shall be determined as follows:
 - a)** he shall be credited with fifty percent (50%) of his part time seniority, acquired from the date of his previous status change to part time to the date of his change to full time status, to a maximum of eighteen (18) months,
- as well as
- b)** he shall retain his full time seniority acquired and carried to the part time seniority list at the date of his previous status change to part time.

- (e) i)** A probationary period of sixty (60) worked days, or three (3) months, whichever expires first, shall apply in the case of each new employee, during which time seniority shall not apply and such employee may be laid off without reference to seniority. After the probationary period, the employee shall be entitled to the rank of seniority as of the date the employee entered the bargaining unit.
- ii)** It is understood by the Company and the Union that a probationary employee shall be considered an employee for all purposes of the Agreement save the following:

A probationary employee may be dismissed at any time during the probationary period without any recourse to the grievance procedure.
- (f)** Any person entering the bargaining unit who has never been in the bargaining unit, shall not cause the demotion, layoff or transfer of any bargaining unit employee.
- (g) i)** A person who has never been in the bargaining unit shall not enter the bargaining unit unless bargaining unit employees who are on layoff and who have recall rights have declined their right for recall.
- ii)** With respect to part time employees, seniority shall be the governing factor with respect to layoffs. Such layoffs shall be done on a departmental basis.
- (h) a)** When a part time employee applies for a job posting as outlined in Article 6.08 (a) of the main body and there is no suitable applicant from among the full time employees, the Company shall offer the job to the most senior part time employee who is willing to take the job and who has the knowledge, skill, ability and qualifications to perform the work. If there is still not a suitable applicant, the Company may transfer or promote any bargaining unit employee or hire any non-bargaining unit person to fill the job.
- b)** The Company shall provide the Union with a copy of the posting and a list of all applicants submitted, as well as, provide the Union and the applicants with the name and the seniority date of the successful applicant.
- (i)** An employee will lose his seniority automatically and cease to be an employee of the Company for any of the following reasons:

 - 1.** If he quits.
 - 2.** If an employee is discharged for just cause and not reinstated through the grievance procedure.

3. If he is absent from work for more than seven (7) calendar days without notifying the Company or without having obtained a prior leave of absence.
4. If he exceeds a granted leave of absence without the Company's previous consent in writing, or unless an acceptable reason is given by the employee. Provable sickness or provable inability to communicate with the Company shall be considered a satisfactory reason.
5. If he accepts gainful employment while on a granted leave of absence without the Company's previous consent in writing.
6. If he is laid off for a continuous period of not more than six (6) months, where an employee has less than one (1) year's seniority or for a continuous period of twelve (12) months where an employee has one (1) year's seniority or more.
7. If he is recalled for work following a layoff and fails to report for work within seven (7) working days after notice has been sent by registered mail to his latest address recorded in the Company's records, or fails to give the Company a satisfactory reason for not reporting for work within the said seven (7) working days.
8. If he is absent from work due to sickness or disability and fails upon return to work to produce a certificate from a medical practitioner upon request verifying such absence to the Company's satisfaction.

1.03 HOURS OF WORK

- (a) A part time employee is one who is normally scheduled to work twenty-seven (27) hours or less per week. He shall be permitted to work in excess of twenty-seven (27) hours in a week in the following circumstances:
 - a) In a store in which an employee is absent due to illness, accident, compensation or bereavement.
 - b) To cover for vacations.
 - c) Where a full time employee is on leave of absence.
 - d) Where a part time employee is scheduled over 28 hours per week directly due to another part time employee being off work on Pregnancy/Parental Leave of Absence.
 - e) From December 15th to January 1st.
 - f) From May 15th to September 15th.

- g)** During spring break vacations.
 - h)** For the three (3) weeks previous to and the three (3) weeks directly following a new store opening.
 - i)** During the six (6) working days immediately preceding a paid holiday.
- (b)** The Employer shall post a schedule of hours of work in ink with hours totalled by 12 noon on Thursday of the prior week for the following two weeks. The second weeks schedule will be finalized by 12 noon on the Thursday prior to the second week. This process will be repeated in subsequent weeks. A copy of the weekly work schedule will be made available to the Shop Steward.

1.04 SCHEDULING OF HOURS

- (a)**
 - i)** The Company agrees to schedule part time employees in accordance with their seniority so as to give employees with the most seniority the greatest number of hours of work, to a maximum of twenty-seven (27) hours, (this includes weeks in which a Statutory Holiday occurs) provided employees are available and possess the ability and qualifications to do the job. Such seniority shall be exercised by classification on a departmental and individual store basis. Employees will be scheduled their hours of work in five (5) days over 1 week, unless by mutual consent.
 - ii)** Part time employees shall notify the Company, in writing, of the hours and days of their availability for work, and shall notify the Company, in writing, at least four (4) weeks in advance of any change to such availability.
 - iii)** When a part time employee is scheduled to work on any day, he shall be given four (4) hours work at his normal rate of pay or four (4) hours pay at normal rates if work is not available, provided however that such guarantee shall not apply if there is less than four (4) hours from the time the employee reports to work until the time the store is closed, or unless mutually agreed upon between the Company and the individual.
- (b)** Part time employees working in excess of twenty-eight (28) hours per week for four (4) consecutive weeks shall become members of the full time staff with seniority rights, provided that this shall not apply where work performed by said part time employee is covered in Article 1.03.
- (c)**
 - i)** Subject to the maximum of twenty-seven (27) hours referred to in this Article, the Company agrees it will not arbitrarily limit the maximum number of hours of the most senior part time employee.

(The most senior employee means that employee, or if they have limited their hours, the next senior employee(s).)

- ii)** The Company will administer this Article so as to schedule and/or call in senior employees for more hours than junior employees, provided the employees are available and possess the ability and qualifications to do the job.
- iii)** In scheduling senior employees for more hours than junior employees, the Company agrees it will not arbitrarily create major gaps in the number of hours for which employees are scheduled. This is intended to provide for a step down theory of scheduling.
- iv)** The Union agrees that part time employees will not arbitrarily restrict their availability for work.
- v)** Employees are expected to be available for work on a normal and regular basis and employees will not arbitrarily withhold their availability. Employees not on the payroll for four (4) consecutive weeks for reasons other than vacations, WSIB, provable illness, no available hours or an approved LOA shall lose their seniority.
- vi)** The spirit of this agreement is to correct the abuses of (i) caps, (ii) gaps and (iii) availability, not to change the areas where problems presently do not exist.
- vii)** Should problems arise out of the scheduling of part time employees, they will be dealt with in the following manner:
 - a)** Between the Store Manager, Store Steward and the employee concerned.
 - b)** Should the first meeting fail to resolve the problem the matter will be referred to the District Manager and the area Union Representative for review.
 - c)** Failing a resolve at this step, the matter will be addressed by senior Company and Union officials.
 - d)** Finally, if the matter is not resolved, it will be allowed to proceed at Step III of the Grievance Procedure.
- (d)** Part Time 12 Hour Minimum Schedule – There will be a Committee formed of upper Union and Company officials to review and establish the feasibility of 12 hour minimum. To be reviewed and implemented store by store.
- (e)** Employees shall have a minimum of ten hours between shifts if they request it.

1.05 CALL-IN

When a part time employee is called in to work on any day, he shall be given four (4) hours work at his normal rate of pay or four (4) hours pay at normal rates if work is not available, provided however, that such guarantee shall not apply if there is less than four (4) hours from the time the employee reports to work until the time the store is closed, or unless mutually agreed upon between the Company and the individual employee.

1.06 WORK ON SUNDAYS

(a) All hours worked by part time employees on a Sunday which are not related to the store opening for business and which are not part of an employee's regular daily work schedule will be paid at double time (2x) the employee's regular rate of pay. When this premium is paid, no other bonus or premium will apply to such hours worked.

(b) i) Part time employees who are on the payroll prior to October 16, 2006, Sunday work remains voluntary and they shall be paid a premium of \$1.60 per hour. For those part time employees hired prior to October 16, 2006 who wish to continue to work on Sunday they will be scheduled to work and paid as they have in the past based upon the needs of the business. For clarity for all employees hired prior to October 16, 2006, Sunday shall be over and above their work week and they shall be given the first opportunity to work on Sunday. In the event an employee hired prior to October 16, 2006 moves to another store as a result of their store closing or transfers to a store covered by the conventional collective agreement they shall retain the right to volunteer to work on Sunday and receive a \$1.60 per hour premium for such work.

The basic work week of part time employees hired on or after October 16, 2006 shall be Sunday through Saturday. For Part time employees hired on or after October 16, 2006, Sunday work shall be at their regular hourly rate of pay and they will be scheduled their hours of work within five (5) days over 1 week (Sunday to Saturday) unless by mutual consent.

ii) For the purposes of clarity, "all hours performed on Sunday which is related to the store opening for business" includes: all hours worked from midnight on Saturday, to one (1) hour beyond store closing on Sunday. (Night Crews and Office Clerks premiums to continue to be paid.)

iii) For employees hired prior to October 16, 2006, a separate schedule for Sunday is to be posted and hours offered by seniority. The list is to be integrated by both full time and part time employees (Article 1.04 (b) of Appendix "A" will not apply to these hours).

Part time employees who were hired prior to October 16, 2006, who volunteer to work on Sunday when open for business, no overtime premiums, only the one dollar and sixty cents (\$1.60) premium will apply.

1.07 LUNCH PERIODS WHEN APPLICABLE

Part time employees working a shift period similar to a full time employee shall have one (1) hour or one-half ($\frac{1}{2}$) hour off for lunch by mutual agreement. Lunch periods should be scheduled as near as possible to the midway point of his or her shift and in any case shall not be later than five (5) hours after the employee's starting time on that particular shift.

1.08 REST PERIODS

- (a) Employees shall be granted a fifteen (15) minute paid rest period during each half day shift of three (3) hours or more. When an employee works six (6) hours or more he shall be entitled to two (2) fifteen (15) minute breaks irrespective of when lunch period is taken.
- (b) Employees, when working the evening shift, shall be granted a paid evening period of fifteen (15) minutes where the shift is three (3) hours or more.
- (c) Rest periods will be scheduled as near as possible to the midway point in each half shift as the store operations allow.
- (d) Part time employees shall be granted one (1) fifteen (15) minute paid rest period when they work three (3) hours and two (2) fifteen (15) minute paid rest periods when they work six (6) hours.

1.09 OVERTIME

Hours worked in excess of thirty-nine (39) hours per week will be paid at the rate of one and one-half times ($1\frac{1}{2}x$) the employee's regular hourly rate.

1.10 NIGHT SHIFT PREMIUM

A night shift employee is an employee who is scheduled to work in a store after it has been closed to the public, and whose duties primarily are connected with receiving and stocking the store and incidental functions connected therewith.

- i) All part time employees working a night shift shall receive a premium of one dollar (\$1.00) per hour for all hours worked. The night shift premium shall not be included in their regular hourly rate for the purpose of calculating overtime pay.

- ii) The night shift premium will be paid to part time employees for all hours worked from the time the store is closed until 7:00 a.m. This will be applicable only if employees work one (1) hour past store closing and then the premium will be paid retroactive to include the first (1st) hour.

For stores which are open 24 hours a day, employees whose shift commences between 10 p.m. and 8:30 a.m. will receive the night shift premium. This does not change the current payment of shift premium to those employees with early morning start times or the night crew stocking shift.

- iii) A night shift employee who is in charge of the night crew, (other than the Night Crew Manager,) shall be paid a premium of sixty-five cents (65¢) per hour over his clerk rate. This premium shall be paid to such an employee for all night shift hours worked.
- iv) The Company agrees that a Night Crew employee will be assigned to be in charge of each night of each night shift operation, where a Night Crew Manager is not present.
- v) It is understood that no employee shall be required to work alone on the night shift. In the event that a night shift employee reports to his scheduled store and no one is available to work with him, he shall first report to or contact his Store Manager for the instructions and second, report to the nearest Night Crew Manager, unless his Store Manager gives other instructions.

1.11 TEMPORARY ASSIGNMENTS

- (a) An employee relieving in a higher rated classification will be entitled to receive a premium of thirty-five cents (35¢) per hour over his regular hourly rate after he has completed two (2) consecutive scheduled shifts in such classification. The premium will be paid retroactive to include the first (1st) shift.
- (b) An employee relieving the Grocery Manager, Produce Manager, Meat Manager, Bakery Manager, Front End Manager, Hot Deli Manager, Cold Deli Manager, Bargaining Unit General Merchandise Manager, Dairy Manager, Seafood Manager, Floral Manager, Photo Lab Manager, CAO Manager, Natural Values Manager or Night Crew Manager will be eligible for a relieving rate of sixty-five cents (65¢) per hour over his regular hourly rate after he has completed more than one (1) day in such classification, in any calendar week. The premium will be paid retroactive to include the first (1st) shift.

1.12 FRONT END MANAGER/OFFICE CLERK (BACK UP)

Any employee who performs the duties of a Front End Manager or Office Clerk in a “back up” capacity will be paid a premium of sixty-five cents (65¢) per hour for all hours worked while performing such duties. Except that under no circumstances shall such employee be paid a rate greater than the top rate of the Front End Manager classification.

The Company will select “back up” Front End Manager/Office Clerks as required, internally, based on ability, qualifications and availability according to the needs of the operation.

1.13 NOTICE OF ABSENCE

- (a) Employees are expected to attend work regularly. When unable to report, the employee must contact his Store Manager, immediate supervisor, Department Manager or the next highest management person available within two (2) hours of his scheduled starting time, giving the reason he is unable to report to work. He must also advise the Company as to where he can be located relative to his absence. Every effort will be made to give notice prior to the start of the shift whenever possible.

(b) Medical Notes

The Company will not require doctor’s notes from the employees unless:

- 1) The employee has been advised that their attendance record is unacceptable and that Doctor’s notes will be required in the future. Should the attendance record of the employee in question improve, the requirement to provide a Doctor’s note will be limited to 12 months.
- 2) The duration of the absence, or circumstances surrounding the absence requires justification, or;
- 3) The employee is absent on the shift immediately prior to or after a Statutory Holiday.

The Company shall reimburse the employee, upon proof of payment of the cost of obtaining a Doctor’s note.

1.14 BEREAVEMENT LEAVE

Should a death occur in a part time employee’s immediate family, a part time employee who has completed his probationary period shall receive time off from work with pay for an absence from scheduled work, on the day before and the day of the funeral, with such pay equal to the hours scheduled for such employee on the days in question.

The term “immediate family” shall mean spouse, parent, step-parent, child, step-child, brother or sister, mother-in-law or father-in-law, grandparents, grandchildren, son-in-law or daughter-in-law, brother-in-law or sister-in-law.

Employees may retain one (1) day of the above allowance in order to attend an internment scheduled for a later date, but within one (1) year of the death.

1.15 PAID HOLIDAYS

- a)** Part time employees shall be entitled to paid holiday pay. The following holidays shall be recognized as paid holidays:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

- (b)** To qualify for pay for a paid holiday, the employee must have:

- i)** worked at least forty (40) hours during the four (4) weeks immediately preceding the week during which the paid holiday occurs;
- ii)** worked his last scheduled shift preceding the holiday and his first scheduled shift following the paid holiday unless absent due to provable illness.

An employee who so qualifies shall receive paid holiday pay based on his average number of daily hours worked (exclusive of daily overtime) during the four (4) weeks immediately preceding the week during which the paid holiday occurs, times his regular rate of pay.

A part time employee who does not qualify for paid holiday pay under the formula set out above, who would qualify under the applicable provision of the Employment Standards Act, shall be deemed to qualify as per LOU # 57.

- (c)** Statutory holidays as listed above shall be observed on the day that they fall.

1.16 VACATIONS

- (a)** All part time employees with less than four (4) years' continuous service shall receive a vacation pay allowance of four percent (4%) of their earnings to June 30th of the vacation year. This will be paid by a separate cheque (deposit).

- b)** All part time employees with four (4) years and less than nine (9) years' continuous service shall receive a vacation pay allowance of six percent (6%) of their earnings to June 30th of the vacation year. This will be paid by a separate cheque (deposit).
- (c)** All part time employees with nine (9) years and less than fifteen (15) years of continuous service shall receive a vacation pay allowance of eight percent (8%) of their earnings to June 30th of the vacation year. This will be paid by a separate cheque (deposit).
- (d)** All part time employees with fifteen (15) years or more continuous service shall receive a vacation pay allowance of ten percent (10%) of their earnings to June 30th of the vacation year. This will be paid by a separate cheque (deposit).
- (e)** Gross wages will be deemed to include gross earnings same as full time (30.01(c)).
- (f)** Part time employees will be scheduled for vacation by department seniority after such time as full time schedule is completed. The Company will post finalized part time vacation schedules in each department.

1.17 JURY DUTY

Part time employees summoned to jury duty, or subpoenaed to attend as a witness on behalf of the Company, shall be paid wages amounting to the difference between the amount paid them for jury services and the amount they would have earned had they worked on such days based on their average number of weekly hours during the immediately preceding four (4) weeks. This does not apply if the employee is excused from jury duty for the rest of the day or days and fails to report back to work, if same is reasonable under the circumstances (one-half ($\frac{1}{2}$) day or more), or if the jury duty occurs on the employee's scheduled day off.

1.18 DISMISSAL NOTICE OR PAY

- (a)** Upon dismissal from the Company, part time employees shall be given individual notice in writing or pay in lieu thereof as follows:

One week's notice for each full year of completed service to a maximum of five (5) weeks; employees with more than ten (10) years' service shall receive ten (10) weeks; except in the case of employees with less than one (1) year of completed service to receive one (1) week's notice.

- (b)** Dismissal notice or pay in lieu thereof does not apply to:
 - a)** a person who is temporarily laid off;

- b) a person who has been found guilty of wilful misconduct or disobedience or wilful neglect of duty that has not been condoned by the Company;
- c) a person who has been employed for less than sixty (60) worked days or three (3) months, whichever expires first;
- d) persons who terminate their own employment;
- e) persons who are retired according to an established retirement plan;
- f) persons found guilty of dishonesty, obvious disloyalty, drunkenness, or drinking intoxicants, or under the influence of non prescription drugs at any time during working hours.
- g) A copy of the Company's Employee Termination Notice, that is given to an employee, shall be forwarded to the Union at the time it is issued.

1.19 BENEFITS

- (a) Part time employees are eligible for benefits as outlined in 32.06, 32.07, 32.08, 32.09 of the main body.
- (b) **VISION CARE** - Employees with a minimum of two (2) years continuous service and have worked and been paid a minimum of six hundred (600) hours the previous year, will be reimbursed up to \$60 for an eye exam every 24 months. An employee will be reimbursed for the eye exam and glasses up to a maximum of \$200 in a 24 month period. The vision care is extended to the employee only, except where the employee is a single parent with eligible dependents, such benefit is extended to the dependents.
- (c) **PRESCRIPTION DRUG CARE** - Employees with a minimum of two (2) year's continuous service and have worked and been paid a minimum of six hundred (600) hours the previous year will be eligible for prescription drug care. Such coverage has an annual deductibility of twenty-five dollars (\$25.00). Where the employee is a single parent with eligible dependants, such benefit is extended to the dependants with an annual deductibility of thirty-five dollars (\$35.00). The deductible is waived if all purchases are from a Zehrs' and/or Loblaw Company's Pharmacy.
- (d) Employees with two (2) years of continuous service, and not less than 650 hours in the previous calendar year, will be eligible for dependant prescription drug coverage.

- (e) The Company agrees to continue its practice of providing benefits as stated in b), c), and d) above to part time employees who have experienced a reduction in qualifying hours worked due to a compensable injury.
- (f) The Company agrees to establish a procedure for Part Time employees to request special assistance for dependant coverage benefits. This will be hardship cases only, and will be administered in accordance with the understanding reached between the Company and the Union.

The Company agrees to provide a Pay-Direct Drug Card for all eligible employees. The present deductibles of twenty-five dollars (\$25.00) single/ thirty-five dollars (\$35.00) family, will be maintained. This deductible is waived if all purchases are from a Zehrs' and/or Loblaw Company's Pharmacy. The Company will implement the Loblaws Company's formulary (Birth Control included). The card provides a positive enrolment for the data maintenance on members and their dependants. Health benefits will continue for the surviving family in the event of the death of the spouse for 1 year.

1.20 WAGE RATES AND JOB CLASSIFICATIONS

- (a) All Part Time employees covered by this agreement shall be paid in accordance with schedule "B" effective October 6, 2010.

ZEHRS MARKETS - WAGE PROGRESSION SCHEDULE "B"

The following shall be the minimum rates of pay for part time employees.

Part Time Wage Progression													
Hours	Current	DOR	October 2015	July 3, 2016	October, 2016	July 2, 2017	October 2017	July 1, 2018	October 2018	June 30, 2019	October 2019	June 28, 2020	October 2020
0 - 500	\$11.00	\$11.00	\$11.25		New MW		New MW		New MW		New MW		New MW
501 - 1000	\$11.00	\$11.05	\$11.30		mw +.05		mw + .05		mw + .05		mw + .05		mw + .05
1000 - 1500	\$11.00	\$11.10	\$11.35		mw +.10		mw + .10		mw + .10		mw + .10		mw + .10
1501 – 2000	\$11.00	\$11.15	\$11.40		mw +.15		mw + .15		mw + .15		mw + .15		mw + .15
2001 - 2500	\$11.00	\$11.20	\$11.45		mw +.20		mw + .20		mw + .20		mw + .20		mw + .20
2501 - 3000	\$11.00	\$11.25	\$11.50		mw +.25		mw + .25		mw + .25		mw + .25		mw + .25
3001 - 3500	\$11.00	\$11.30	\$11.55		mw +.30		mw + .30		mw + .30		mw + .30		mw + .30
3501 – 4000	\$11.00	\$11.35	\$11.60		mw +.35		mw + .35		mw + .35		mw + .35		mw + .35
4001 - 4500	\$11.00	\$11.40	\$11.65		mw +.40		mw + .40		mw + .40		mw + .40		mw + .40
4501 – 5000	\$11.00	\$11.45	\$11.70		mw +.45		mw + .45		mw + .45		mw + .45		mw + .45
5001 - 5500	\$11.00	\$11.50	\$11.75		mw +.50		mw + .50		mw + .50		mw + .50		mw + .50
5501 – 6000	\$11.00	\$11.60	\$11.85		mw +.60		mw + .60		mw + .60		mw + .60		mw + .60
6001 – 6500	\$11.30	\$11.80	\$12.05		mw +.80		mw + .80		mw + .80		mw + .80		mw + .80
6501 – 7000	\$12.20	\$12.50	\$12.75		mw +1.50		mw + 1.50		mw + 1.50		mw + 1.50		mw + 1.50
7001 – 7500	\$13.00	\$13.25	\$13.50		mw +2.25		mw + 2.25		mw + 2.25		mw + 2.25		mw + 2.25
7501 – 8000	\$13.50	\$13.75	\$14.00		mw +2.75		mw + 2.75		mw + 2.75		mw + 2.75		mw + 2.75
8001 – 8500	\$14.00	\$14.25	\$14.50		mw +3.00		mw + 3.00		mw + 3.00		mw + 3.00		mw + 3.00
Employee hired on or After Date of Ratification													
8501+ hrs	\$15.49	\$15.64		\$15.79		\$15.94		\$16.09		\$16.24		\$16.39	
Employees Hired Prior to Date of Ratification													
8501+ hrs	\$15.49	\$15.89		\$16.14		\$16.34		\$16.59		\$16.89		\$17.19	
Employees Hired Prior to September 11, 2000													
8501+ hrs	\$16.19	\$16.59		\$16.84		\$17.04		\$17.29		\$17.59		\$17.89	

Part Time Pharmacy Assistant													
Hours	current	DOR	October 2015	July 3, 2016	October 2016	July 2, 2017	October 2017	July 1, 2018	October 2018	June 30, 2019	October 2019	June 28, 2020	October 2020
0 - 500	\$12.00	\$12.00	\$12.25		mw+1.00		mw+1.00		mw+1.00		mw+1.00		mw+1.00
501 – 1000	\$12.00	\$12.05	\$12.30		mw +1.05		mw + 1.05		mw + 1.05		mw + 1.05		mw + 1.05
1001 – 1500	\$12.00	\$12.10	\$12.35		mw +1.10		mw + 1.10		mw + 1.10		mw + 1.10		mw + 1.10
1501 – 2000	\$12.00	\$12.15	\$12.40		mw +1.15		mw + 1.15		mw + 1.15		mw + 1.15		mw + 1.15
2001 - 2500	\$12.00	\$12.20	\$12.45		mw +1.20		mw + 1.20		mw + 1.20		mw + 1.20		mw + 1.20
2501 - 3000	\$12.00	\$12.25	\$12.50		mw +1.25		mw + 1.25		mw + 1.25		mw + 1.25		mw + 1.25
3001 - 3500	\$12.00	\$12.30	\$12.55		mw +1.30		mw + 1.30		mw + 1.30		mw + 1.30		mw + 1.30
3501 – 4000	\$12.00	\$12.35	\$12.60		mw +1.35		mw + 1.35		mw + 1.35		mw + 1.35		mw + 1.35
4001 - 4500	\$12.00	\$12.40	\$12.65		mw +1.40		mw +1.40		mw +1.40		mw +1.40		mw +1.40
4501 – 5000	\$12.00	\$12.45	\$12.70		mw +1.45		mw + 1.45		mw + 1.45		mw + 1.45		mw + 1.45
5001-5500	\$12.00	\$12.50	\$12.75		mw +1.50		mw + 1.50		mw + 1.50		mw + 1.50		mw + 1.50
5501 – 6000	\$12.00	\$12.60	\$12.85		mw +1.60		mw + 1.60		mw + 1.60		mw + 1.60		mw + 1.60
6001 – 6500	\$12.30	\$12.80	\$13.05		mw +1.80		mw + 1.80		mw + 1.80		mw + 1.80		mw + 1.80
6501 – 7000	\$13.20	\$13.50	\$13.75		mw +2.50		mw + 2.50		mw + 2.50		mw + 2.50		mw + 2.50
7001 – 7500	\$14.00	\$14.25	\$14.50		mw +3.25		mw + 3.25		mw + 3.25		mw + 3.25		mw + 3.25
7501 – 8000	\$14.50	\$14.75	\$15.00		mw +3.75		mw + 3.75		mw + 3.75		mw + 3.75		mw + 3.75
8001 – 8500	\$15.00	\$15.25	\$15.50		mw +4.00		mw + 4.00		mw + 4.00		mw + 4.00		mw + 4.00
Employees Hired on or After Date of Ratification													
8501+ hrs	\$16.49	\$16.64		\$16.79		\$16.94		\$17.09		\$17.24		\$17.39	
Employees Hired Prior to Date of Ratification													
8501+ hrs	\$16.49	\$16.89		\$17.14		\$17.34		\$17.59		\$17.89		\$18.19	
Employees Hired Prior to September, 2000													
8501+ hrs	\$17.19	\$17.59		\$17.84		\$18.04		\$18.29		\$18.59		\$18.89	

The following shall be the minimum wage rates of pay for Meat Cutters hired after October 6, 2010 who meet the requirements defined above,

Part Time Wage Progression – Meat Cutters													
Hours	current	DOR	October 2015	July 3, 2016	October 2016	July 2, 2017	October 2017	July 1, 2018	October 2018	June 30, 2019	October 2019	June 28, 2020	October 2020
0 - 300	\$11.00	\$11.25	\$11.50		mw+.25		mw+.25		mw+.25		mw+.25		mw+.25
301 - 650	\$11.00	\$11.30	\$11.55		mw +.30		mw +.30		mw +.30		mw +.30		mw +.30
651 - 1300	\$11.00	\$11.35	\$11.60		mw +.35		mw +.35		mw +.35		mw +.35		mw +.35
1301 – 1950	\$11.00	\$11.40	\$11.65		mw +.40		mw +.40		mw +.40		mw +.40		mw +.40
1951 - 2600	\$11.00	\$11.45	\$12.05		mw +.80		mw +.80		mw +.80		mw +.80		mw +.80
2601 - 3250	\$11.50	\$12.50	\$12.75		mw +1.50		mw +1.50		mw +1.50		mw +1.50		mw +1.50
3251 - 3900	\$12.20	\$13.20	\$13.45		mw +2.20		mw +2.20		mw +2.20		mw +2.20		mw +2.20
3901 – 4550	\$12.90	\$13.90	\$14.15		mw +2.90		mw +2.90		mw +2.90		mw +2.90		mw +2.90
4551 - 5200	\$13.60	\$14.60	\$14.85		mw +3.60		mw +3.60		mw +3.60		mw +3.60		mw +3.60
5201 – 5850	\$14.30	\$15.30	\$15.55		mw +4.30		mw +4.30		mw +4.30		mw +4.30		mw +4.30
5851 - 6500	\$15.00	\$16.00	\$16.25		mw +5.00		mw +5.00		mw +5.00		mw +5.00		mw +5.00
Employee hired on or After Date of Ratification													
6501+ hrs	\$18.40	\$18.55		\$18.70		\$18.85		\$19.00		\$19.15		\$19.30	
Employees Hired Prior to Date of Ratification													
6501+ hrs	\$18.40	\$18.80		\$19.05		\$19.25		\$19.50		\$19.80		\$20.10	

Meat Cutter Definitions

If a part time employee is processing primal (boxed or rail) meat cuts more than 50% of their time over a 3 month period, they will be reclassified to a Meat Cutter. It is understood that if the process changes and a Meat Cutter is not cutting more than 50% of their time over a 3 month period, they will be reclassified as a Meat Clerk. This shall not apply to part time cutters who are on the payroll as of October 6, 2010.

The following shall be the minimum wage rates of pay for Bakers hired after October 6, 2010 who meet the requirements defined above,

Part Time Wage Progression - Bakers													
Hours	current	DOR	October 2015	July 3, 2016	October 2016	July 2, 2017	October 2017	July 1, 2018	October 2018	June 30, 2019	October 2019	June 28, 2020	October 2020
0 - 300	\$11.00	\$11.25	\$11.50		mw+.25		mw+.25		mw+.25		mw+.25		mw+.25
301 - 650	\$11.00	\$11.30	\$11.55		mw +.30		mw +.30		mw +.30		mw +.30		mw +.30
651 - 1300	\$11.00	\$11.35	\$11.60		mw +.35		mw +.35		mw +.35		mw +.35		mw +.35
1301 – 1950	\$11.00	\$11.40	\$11.65		mw +.40		mw +.40		mw +.40		mw +.40		mw +.40
1951 - 2600	\$11.00	\$11.45	\$12.05		mw +.80		mw +.80		mw +.80		mw +.80		mw +.80
2601 - 3250	\$11.00	\$11.50	\$12.75		mw +1.50		mw +1.50		mw +1.50		mw +1.50		mw +1.50
3251 - 3900	\$11.00	\$12.00	\$13.45		mw +2.20		mw +2.20		mw +2.20		mw +2.20		mw +2.20
3901 – 4550	\$11.50	\$12.50	\$14.15		mw +2.90		mw +2.90		mw +2.90		mw +2.90		mw +2.90
4551-5200	\$12.00	\$13.00	\$14.85		mw +3.60		mw +3.60		mw +3.60		mw +3.60		mw +3.60
5201 – 5850	\$12.50	\$13.50	\$15.55		mw +4.30		mw +4.30		mw +4.30		mw +4.30		mw +4.30
5851 - 6500	\$13.00	\$14.00	\$16.25		mw +5.00		mw +5.00		mw +5.00		mw +5.00		mw +5.00
<u>Employee hired on or After Date of Ratification</u>													
6501+ hrs	\$16.40	\$16.55		\$16.70		\$16.85		\$17.00		\$17.15		\$17.30	
<u>Employees Hired Prior to Date of Ratification</u>													
6501+ hrs	\$16.40	\$16.80		\$17.05		\$17.25		\$17.50		\$17.80		\$18.10	

Baker Definitions

If a part time employee is baking from scratch (mixing and preparing raw ingredients) for more than 50% of their time over a 3 month period, they will be reclassified to a Scratch Baker rate of pay. It is understood that if the process changes and the baker is not baking from scratch more than 50% of their time over a 3 month period, they will be reclassified as a Bakery Clerk. This shall not apply to part time Bakers who are on the payroll as of October 6, 2010.

DOR - 40 cent wage increase to part time employees who are at the end rate of pay.

July 3, 2016 - Year 2 - 25 cent wage increase to part time employees who are at the end rate of pay.

July 2, 2017 - Year 3 - 20 cent wage increase to part time employees who are at the end rate of pay.

July 1, 2018 - Year 4 - 25 cent wage increase to part time employees who are at the end rate of pay.

June 30, 2019 - Year 5 - 30 cent wage increase to part time employees who are at the end rate of pay.

June 28, 2020 - Year 6 - 30 cent wage increase to part time employees who are at the end rate of pay.

For clarity, only 15 cents of the above mentioned increases will be applied to the end rates of the part time wage progressions on the dates outlined above and reflected in the attached grids. When an employee in scale reaches the end rate, provided they were on the payroll as of the date of ratification their end rate is inclusive of all increases noted above.

Student Wage Progression

The following are the minimum hourly rates for employees who are students under the age of 18 and who are hired after October 6, 2010.

Hours	DOR	October/ 15	October/ 16	October/ 17	October/ 18	October/ 19	October/20
0 – 1250 hrs	\$10.30	\$10.55	Student Wage (SW)	Student Wage (SW)	Student Wage (SW)	Student Wage (SW)	Student Wage (SW)
1251 – 2000 hrs	\$10.35	\$10.60	SW + .05	SW + .05	SW + .05	SW + .05	SW + .05
2001+ hrs	\$10.40	\$10.65	SW + .10	SW + .10	SW + .10	SW + .10	SW + .10

A student is defined as an employee under the age of 18 who is actively undertaking a course of study.

Upon reaching their 18th birthday or upon permanently ceasing to be a student an employee will move from the Part Time Student wage progression to the regular Part Time wage progression at the wage rate dictated by their accumulated hours.

While school is in session students are not intended to work more than 28 hours per week. Should a student work more than 28 hours per week while school is in session they will be paid for that week at the regular part time rate associated with their accumulated hours. It is understood that students shall also be entitled to premiums as outlined in this collective agreement that other part time employees are entitled to.

The Company may, from time to time, introduce, modify and/or eliminate an incentive program. Any program would be in addition to the prevailing wage progressions. The Company will meet the Union to discuss the program prior to it being implemented, modified or eliminated.

The job classification and wage rate applicable to the appropriate job classification set forth in this Agreement are mutually agreed upon and shall prevail without change as and from the date indicated in the wage progression schedules.

APPENDIX "B"

The Company and the Union recognize the importance of providing a quality service to Zehrs' customers. In today's competitive market place it is necessary to make operating adjustments in order to ensure the security of the Company's business and its employees. To this end, the parties have agreed to terms for the implementation of a new classification to be known as "FRONT END SERVICE CLERK".

The following represents the terms and conditions agreed to by the Parties.

- a) The new classification may be implemented by the Company effective January 3, 1993.
- b) All provisions of Appendix A of the current Collective Agreement shall apply, save and except all reference to a twenty-seven (27) hour work week. It is agreed an employee, who works within this classification, shall be limited to a maximum of twelve (12) hours per week.
- c) The hiring of new employees into this classification will not cause a reduction of hours to existing part time employees.
- d) In the event of a loss of business, and a layoff or hour cuts become necessary, it is agreed the Front End Service Clerk Hours shall be eliminated first, before other employees are affected.
- e) The Front End Service Clerk's responsibilities shall be restricted to the following duties:
 - Packing/bagging/parcel pick-up/carry out
 - front-end service
 - buggies
 - bottle sorting
 - cleaning in Front-End and outside of store
 - clean break room
 - bags to front
- f) The Company and the Union agree to attempt to resolve issues relating to this new classification prior to the implementation of the penalties listed below. The Union agrees that no penalty shall be invoked until the Parties have discussed any alleged violation with Senior Management. In the event an employee in this classification is instructed by Management and/or their designate to perform duties other than those described in e) above, the following shall apply:
 - A review of the occurrence shall be conducted between Senior Representatives of the Local Union and Senior Management. The Union agrees that from time to time, conditions may arise on an emergency basis which necessitate such actions. Should it be determined that management or their designate has acted outside of the spirit of this agreement the following shall apply:

- First Offence: the most senior Front End Service Clerk employee will be paid the top rate for a regular part time employee, for all hours he/she worked in the previous five (5) weeks
 - Second Offence: the classification shall be suspended within the store in which the infraction occurred for a period of three (3) months from the date of the occurrence. Existing Front End Service Clerks will be placed on the applicable top rate of the part time wage progression schedule in accordance with their seniority and progress thereafter.
 - Third Offence: the classification shall be cancelled within the store in which the infraction occurred. Existing Front End Service Clerk will be placed on the applicable top rate of the part time wage progression schedule in accordance with their seniority and progress thereafter.
- g)** In a store where there are no existing Front End Service Clerks, should a permanent vacancy occur in an existing part time position in which front-end work was being performed, the Company shall offer the hours to the existing part time employees prior to hiring new Front-End Clerks. The Union agrees the Company has the right not to replace the hours should it decide not to.
- h)** If an employee working in the Front-End Service Clerk Classification successfully applies to an in-store opportunity bulletin, he/she shall slot into the appropriate hours increment progression chart (employees hired after September 11, 2000) of the Part Time wage progression, based on the employee's number of hours worked from date of hire. An employees rate of pay shall be maintained unless their hours worked would provide an increase.
- i)** The following wage schedule shall apply to the Front End Service Clerk classification only:

FRONT-END SERVICE CLERK CLASSIFICATION

Hours	current	DOR	October 2015	July 3, 2016	October 2016	July 2, 2017	October 3017	July 1, 2018	October 2018	June 30, 2019	October 2019	June 28, 2020	October 2020
0-360 hours	\$11.00	\$11.05	\$11.25		New MW		Min Wage	Min Wage	Min Wage	Min Wage	Min Wage	Min Wage	Min Wage
361-720 hours	\$11.00	\$11.10	\$11.30		mw +.05		mw + .05		mw + .05		mw + .05		mw + .05
721-1080 hours	\$11.00	\$11.15	\$11.35		mw + .10		mw + .10		mw + .10		mw + .10		mw + .10
1081-1440 hours	\$11.00	\$11.20	\$11.40		mw + .15		mw + .15		mw + .15		mw + .15		mw + .15
1441 hours & over	\$11.00	\$11.25	\$11.45		mw + .20		mw + .20		mw + .20		mw +.20		mw + .20

APPENDIX "H"

HEALTH AND SAFETY AND WORKERS' COMPENSATION COVERING ALL EMPLOYEES

ARTICLE 1 – HEALTH AND SAFETY

- 1.01** The Company shall make provisions for the health and safety of its employees, during working hours, in accordance with the Occupational Health and Safety Act. The Company will continue to work jointly with the Union with respect to health and safety matters and the relating education of its employees.
- 1.02** The Company shall maintain sanitary arrangements throughout the unit, provide proper safety devices and give proper attention to the elimination of conditions which are a hazard to the safety or health of the employees.
- 1.03** First Aid kits shall be provided and maintained in the location.
- 1.04** General Footwear: Plain flat shoes with closed heels, toes, and hard soles are required. All shoes should be kept clean. For employees working in areas which are wet and/or slippery they must have shoes which have soles with good gripping capability. For clarity, no sandals, ballerina shoes/slippers will be permitted in the workplace.
- 1.05** **PROTECTIVE EQUIPMENT**

Safety Footwear and Reimbursement: The Company requires that only employees deemed by the company and are certified to operate material handling equipment will wear safety footwear. In addition, the Company shall determine whose essential duties require that they operate material handling equipment. These employees will be provided with a safety footwear allowance of seventy-five dollars (\$75) per year for full time employees and fifty dollars (\$50) once every 2 years for part time employees.

Garden centre employees who are certified and operate material handling equipment will be provided the respective safety footwear allowance once every four (4) years.

This safety footwear allowance will be reimbursed upon submission of the original receipt of purchase.

Safety footwear must be black and no higher than ankle cut and of dress nature. Employees must wear this approved safety footwear for the entire duration of their shift.

Employees who are certified and operate material handling equipment on a casual basis will be required to wear safety footwear provided by the company which will replace toe caps.

It is understood that all references to safety footwear contained in this letter will be CSA approved.

- 1.06** In stores where part time employees are assigned to retrieve carts for their entire shift, the employee will be allowed to wear walking shorts during the months of June, July, August and September. The shorts must be dark in colour.

ARTICLE 2 – JOINT HEALTH AND SAFETY COMMITTEES

2.01 (a) Meetings:

The Joint Health and Safety Committees shall meet monthly or additional meetings as deemed necessary by the committees. All unsafe or hazardous conditions shall be taken up and dealt with at such meetings.

(b) Propane Buffers:

The Company agrees to make available upon the joint health and safety committee's request or during a monthly inspection copies of any maintenance records and/or schedules of maintenance and/or work performed.

(c) Advance Notice:

The Company agrees to inform the stores joint health and safety committee in advance of all new equipment, process or chemical prior to the materials or change entering the workplace.

(d) Lockable Filing Cabinets:

The Company agrees to supply (where it currently does not) for the use of the Joint Health and Safety Committee a lockable filing cabinet to be stored in an accessible location.

2.02 Joint Health and Safety Committee Training:

The Company agrees to allow two (2) worker members selected by the Union who currently have a minimum of one (1) year on a Joint Health and Safety Committee from each store to attend one (1) day of paid health and safety training per year conducted by the Union. It is agreed that the Union will provide to the Employer a copy of all training material that will be covered prior to such training. The Company shall be advised of the date and time of the training sessions and be provided a list of all attendees a minimum of 4 weeks in advance. The Company reserves the right to attend. The Company agrees to ensure that attendees are available to attend this training.

- 2.03 (a)** With respect to any certified training to be completed as a result of the introduction of Bill 208 (legislation to amend the Occupational Health & Safety Act), the Company agrees to develop, prepare, and deliver such training jointly with the Union through the EJHSC (Executive Joint Health & Safety Committee).

Should this training be delivered by employees of Zehrs Markets, the instructors will be selected by the EJHSC.

2.04 Executive Joint Health and Safety Committee

The Company agrees to an Executive Joint Health and Safety Committee to meet two (2) times per year or more often as mutually agreed. The committee composition shall

be three (3) representatives from the Company and a minimum of three (3) representatives from the Union to discuss health and safety issues, such as the two (2) highest accident rates for the banner and other areas of concern.

2.05 All Banner Provincial Joint Health and Safety Committee:

The Company agrees to a provincial Joint Health and Safety Committee covering all banners and bargaining units, covering Zehrs Markets, Loblaws Supermarkets, the Real Canadian Superstores (inclusive of Fortino's Corporate Superstores) and Great Food stores, to review, discuss and address issues including the following:

- Checkstands
- Return to Work for WSIB related issues
- Communicable Diseases
- Bill 168 (prevention of Workplace Violence)
- Reusable bags
- Sanitation of PPE including Neoprene Gloves, Jacket and Seasonal Wear

The composition of the committee will be two (2) union representatives responsible for health and safety for each of the 1000A and 175 and 633 Local Unions and designated corporate health and safety representatives. The Committee shall meet three (3) times per year or more often as mutually agreed.

ARTICLE 3 – WORKPLACE SAFETY AND INSURANCE

3.01 (a) Deemed to be at work for progression purposes:

The Company agrees to credit the required hours for coverage for part time workers who, in the previous year were off work as a result of a workplace injury that resulted in the employee not meeting the hours worked qualifier for benefit coverage for the coming year.

- (b)** The Company agrees to continue its practice of providing benefits as stated in Appendix "A", Article 1.19 b), c), and d) to part time employee who have experienced a reduction in qualifying hours worked due to a compensable injury.

3.02 Compensation Accidents and Modified Work

- (a)** The Company shall pay an employee for time lost resulting from a compensable accident during the period of the first day which is not covered by Workplace Safety and Insurance Board coverage.

- (b)** The Company agrees to provide a copy of the Form 7 to the employee and notify the employee in the event a claim is being challenged.

- (c)** Form 7's and any challenges to WSIB claims will be forwarded to the Union.

3.03 WSIB/MODIFIED WORK PROGRAM JOINT COMMITTEE

Zehrs Markets and UFCW Local 175 & 633, agree to continue to participate in a joint committee structured to develop modified work opportunities throughout the organization.

The parties further agree to work together to develop detailed job descriptions for all full time and part time positions. These job descriptions will focus on the physical demands and ergonomic considerations of the individual positions and locations.

In addition, the parties agree to examine and review employee(s)/ member(s) for modified work opportunities at our regular meetings.

The committee shall meet regularly and communicate concerns as required.

MODIFIED WORK DEFINITION

MODIFIED WORK is designed to allow an employee to either return to work sooner, and prevent lost time by modifying their pre-accident position, or assigning alternative work sensitive to the employee's medical restriction. In cases where this is not possible, retraining and job modification will be studied and implemented (where feasible).

PURPOSE OF MODIFIED WORK is to provide a vehicle to integrate employees back into the workplace with a general view to returning to their pre-accident job without restrictions.

DURATION OF MODIFIED WORK is subject to each individual case, taking both the employee's medical restrictions, and the availability of modified work into account.

WSIB/MODIFIED WORK

Job Accommodation/Modification meetings, proper notification will be given to the Union Benefits Representative.

Independent Medical Examinations – by Company paid provider – copies will be provided to the members' Doctor, provided member and Doctor sign a release waiver.

All job offers, descriptions and pertinent information will be sent to the affected member and the Union Benefits Representative.

Part time cash advances – will be reviewed and provided on an individual basis, to employees with work related injury where the claim is not in question.

APPENDIX “I”
“Compressed” Four Day Work Week

The Union and the Company have agreed to terms applicable to new “compressed” four day work week full time positions. The premise of these positions is to increase full time coverage on weekends and evenings while at the same time providing employees the opportunity to work a compressed work week.

- i) The Company may introduce compressed full time positions within Zehrs locations as it determines appropriate in the following circumstances:
 - a) the Company adds a new compressed work week full time position
 - b) a vacancy occurs which the Company determines should be replaced using a compressed work week
 - c) in the event that the Company wishes to convert a regular full time position to a compressed work week position they shall canvass by seniority within the department in the store which the intended compressed work week position would be used for an employee who is currently in a regular full time position and volunteers to convert to a compressed work week position

- ii) These compressed positions may exist on night shifts or days/evenings. Each week employees in compressed full time roles will work four (4) shifts. The Company shall determine what length of shifts will be used to make up the normal work week however no shift shall be scheduled to be longer than ten (10) paid hours.

The rotation shall be the following unless mutually agreed otherwise. The Company shall determine whether each compressed full time employee works on Monday or Thursday in weeks 2 and 3 of the rotation.

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
Off	Off	Off	Work	Work	Work	Work
Work	Off/Work	Off	Off	Off/Work	Work	Work
Work	Off/Work	Off	Off	Off/Work	Work	Work
Work	Work	Work	Work	Off	Off	Off

Normal rotation will resume following an employee’s vacation at the point in the rotation at which they left off.

- iii) Notwithstanding any provision to the contrary in the collective agreement, appendices or letters of understanding all employees accepting a compressed full time role must volunteer to work Sundays on an ongoing basis while in the role.

- iv) For the purposes of these compressed full time roles, evening work for all days shall be defined as being after 8:00 p.m. Notwithstanding any provision within the collective agreement, appendices or letter of understanding there shall be no other restrictions on the scheduling of compressed full time employees.

- v) Where a position is filled under i) a) or i) b) regular full time and part time employees may apply and will be selected by seniority provided they possess the required knowledge, ability and qualifications.
- vi) Regular full time employees may bump into a compressed full time position only if willing to fulfill the obligations of the compressed full time position on an ongoing basis and otherwise would bump regular full time positions in accordance with the terms of the agreement.
- vii) These positions for all purposes of seniority (other than as explicitly described otherwise within this appendix) shall be treated as would a regular full time position in the same department, performing the same work, on the same shift (i.e. a compressed full time grocery clerk – nights and a normal full time grocery clerk – nights would be treated the same in the event of layoff).

The Company shall have the right to discontinue any compressed full time position upon sixty (60 days) notice whereupon an affected individual shall be entitled to bump in accordance with the provisions of the collective agreement.

- viii) For administrative purposes employees on a compressed work week may be placed on a standard weekly salary and shall consent to an overtime averaging permit should one be required in order to administer the compressed work week as set out above in ii). The salary may be adjusted to account for absenteeism.
- ix) A Statutory Holiday will not interrupt the rotation outlined above. The employee will receive statutory pay based on their regular shift at the time of the statutory holiday occurs.

LETTER OF UNDERSTANDING #1

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers Union
Local 175
6628 Ellis Road
Cambridge, ON N3C 2V4

Dear Mr. Haggerty:

RE: IN STORE OPPORTUNITY BULLETIN

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement expiring July 1, 2021.

Where in the opinion of the Company a vacancy in a part time position occurs within a store, the following shall apply:

1. The position shall be described within an in-store notice entitled "Opportunity Bulletin".
2. In Bakery, Meat or Back-up Office Clerks positions the most senior applicant who possesses the skills, ability and qualifications will be offered the job. In all other positions, the most senior applicant will be offered the job.
3. The Company has the right to determine if the resulting vacancy is to be filled.
4. Where the resulting vacancy is in the Bakery, Meat or Back-up Office Clerk positions and where the Company decides to fill the resulting vacancy, the position shall be offered to the next most senior applicant to the original Opportunity Bulletin who possesses the skills, ability and qualifications.
5. Where the resulting vacancy is in other part time positions and where the Company decides to fill the resulting vacancy, the position shall be offered to the next most senior applicant to the original Opportunity Bulletin.
6. The above applies to stores who have the Front End Service Clerk Classification. See Appendix "B".

Yours truly,

Derrick Pittman
Vice President
Loblaw Companies Limited

LETTER OF UNDERSTANDING #2

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers Union
Local 175
6628 Ellis Road
Cambridge, ON N3C 2V4

Dear Mr. Haggerty:

RE: JOE FRESH STAFFING

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement expiring July 1, 2021.

As a uniquely specialized non-traditional store department any movement of employees into the Joe Fresh department under the terms of the collective agreement shall be subject to an employee meeting the ability and qualification requirements of the Joe Fresh business unit. Employees entering the Joe Fresh business would generally be expected to demonstrate fashion apparel knowledge, great customer service and inter-personal communication skills. If an employee faces layoff and is not permitted to bump into Joe Fresh they will be absorbed elsewhere in the bargaining unit. The Company may exclude a Joe Fresh Manager position where a full time union position is created and maintained.

Yours truly,

Derrick Pittman
Vice President
Loblaw Companies Limited

LETTER OF UNDERSTANDING #3

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers Union
Local 175
6628 Ellis Road
Cambridge, ON N3C 2V4

Dear Mr. Haggerty:

RE: LAYOFFS AND DISPLACEMENT AND RECALL FULL TIME

This will confirm the agreement reached between the Company and the Union during the recently concluded negotiations for the Collective Agreement expiring July 1, 2021.

For the purpose of clarifying the application of Article 6.12 of the Collective Agreement, United Food and Commercial Workers Union, Local 175 and 633, and Zehrs Markets agree that the appropriate procedure to be followed by full time employees exercising their seniority on a layoff is as follows, provided always that the employee has sufficient ability and qualifications to perform the work.

Upon being served with a notice of layoff an employee shall have the right to select from one of the options:

- i. Be offered any vacancy, should one exist, within his classification or below his classification within the Bargaining unit.
- ii. Displace the most junior employee within his classification or below his classification on the day shift and within the Municipality.
- iii. Displace the most junior employee within his classification or below his classification on the night shift and within his Municipality.
- iv. Displace the most junior employee within his classification or below his classification on the day shift and within the Region.
- v. Displace the most junior employee within his classification or below his classification on the night shift and within the Region.
- vi. Displace the most junior employee within his classification or below his classification on the day shift and within the Bargaining Unit.
- vii. Displace the most junior employee within his classification or below his classification on the night shift and within the Bargaining Unit.

Further, it is understood that employees are required to select such options that they may have at the time the Union and Company present such option or options as the case may be, within a reasonable period of time provided it does not exceed 48 hours.

The Parties agree to meet and amend the Regions from time to time as required.

Yours truly,

Derrick Pittman
Vice President
Loblaw Companies Limited

LETTER OF UNDERSTANDING #4

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers Union
Local 175
6628 Ellis Road
Cambridge, ON N3C 2V4

Dear Mr. Haggerty:

RE: LAYOFFS – PART TIME EMPLOYEES

This will confirm the agreement reached between the Company and the Union during the recently concluded negotiations for the Collective Agreement expiring July 1, 2021.

The Company agrees to follow the same procedure as set out in the Letter of Understanding with respect to Layoff, Displacement and Recall for Full Time Employees, in dealing with layoffs for part time employees subject to the conditions that the parties may by mutual agreement amend the procedure for part time employees, and that part time employees will have the right to apply their seniority on a layoff across departments, providing they have the ability and qualifications to perform the work. The most junior employee(s) that have no hours for four (4) consecutive weeks will be offered a layoff.

Yours truly,

Derrick Pittman
Vice President
Loblaw Companies Limited

LETTER OF UNDERSTANDING #5

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers Union
Local 175
6628 Ellis Road
Cambridge, ON N3C 2V4

Dear Mr. Haggerty:

RE: LATERAL TRANSFERS

This will confirm the agreement reached between the Company and the Union during the recently concluded negotiations for the Collective Agreement expiring July 1, 2021.

The Company will fill job vacancies according to Articles 6.07 and 6.08, except that in the case of a job posting which is filled by an employee transferring laterally, within the same job classification (non-promotions), then the Company will not be required to post subsequent resulting vacancies and the resulting vacancies will be filled laterally from the applicants to the original job posting.

Where a vacancy occurs in a Municipality, the Company agrees to administer Article 6.08(a) so as to post the vacancy where it occurs.

In the case of the Company discontinuing a night shift, employees working nights, within the municipality, will be offered the day positions by seniority provided they have the ability and qualifications to perform the work.

Yours truly,

Derrick Pittman
Vice President
Loblaw Companies Limited

LETTER OF UNDERSTANDING #6

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers Union
Local 175
6628 Ellis Road
Cambridge, ON N3C 2V4

Dear Mr. Haggerty:

RE: SENIORITY LIST - PART TIME - FULL TIME

This will confirm the agreement reached between the Company and the Union during the recently concluded negotiations for the Collective Agreement expiring July 1, 2021.

When two (2) or more part time employees become full time employees on the same day, and are given the same full time seniority date, they shall appear on the seniority list in the same order that they appeared on the part time seniority list.

Yours truly,

Derrick Pittman
Vice President
Loblaw Companies Limited

LETTER OF UNDERSTANDING #7

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers Union
Local 175
6628 Ellis Road
Cambridge, ON N3C 2V4

Dear Mr. Haggerty:

RE: F/T EMPLOYEE RETURNING TO FORMER F/T CLASSIFICATION

This will confirm the agreement reached between the Company and the Union during the recently concluded negotiations for the Collective Agreement expiring July 1, 2021.

When an employee, who has previous experience with the Company in a full time classification returns to that classification or a lower classification, they shall receive credit for the time served in the previous position for wage purposes only. For clarity, this shall only apply to employees who are returning to full time where they have the skills and abilities and qualifications to perform the job.

Yours truly,

Derrick Pittman
Vice President
Loblaw Companies Limited

LETTER OF UNDERSTANDING #8

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers Union
Local 175
6628 Ellis Road
Cambridge, ON N3C 2V4

Dear Mr. Haggerty:

RE: COMMITTEES/UNDERTAKINGS/ASSURANCES BETWEEN COMPANY AND UNION

This will confirm the agreement reached between the Company and the Union during the recently concluded negotiations for the Collective Agreement expiring July 1, 2021.

Joint Committees:

A Joint Committee regarding grievances to continue, to share required information, agreed to statement of facts, etc., prior to arbitration.

A Joint Committee of upper Union and Company officials will be formed to review Company Benefit Plans.

Undertakings:

Store Managers and operational staff returning to the bargaining unit. Both parties will meet to give firm and frank discussions to individual circumstances. The Union agrees that they will not arbitrarily withhold their consent to reinstate/return the employee into the bargaining unit, provided that they do not displace from employment full time employees, and returns to a base position (non-management).

The Company agrees to distribute the paystubs by Thursday noon wherever and whenever practical.

The Company agrees that refrigeration checks will be done on a voluntary basis provided the employee does not unreasonably withhold their consent. The Company agrees to rotate employees on a fair and equitable basis.

The Company agrees to schedule employees so that they will not lose any pay to attend a first aid course approved by the Company.

The Company agrees to continue with current practice with regards to cash register shortages - employees are not required to pay for shortages.

The Company agrees to discuss with the Union individual circumstances for compassionate reasons for transfers.

The Company agrees to provide as much notice as reasonably possible when store hours are being changed.

The Company agrees to give as much notice as reasonably and practicable when closing a store.

The Company agrees to deal with situations regarding adoptions, on an individual basis.

The Company agrees to review individual situations with regards to lockers.

The Company agrees to schedule deli employees separately from meat department employees, where deli departments stand alone.

The Company will reimburse employees who travel on approved Company business. Such travel allowance will be paid at forty-two (42) cents per kilometer as per Company policy but in no event less than.

The Company will give assurance to the Union that, if required, payroll records will be made available to the appropriate Union representatives. This will be conveyed to the appropriate management staff.

The Company will give assurance to the Union that where sexual harassment on the job occurs the Company will take appropriate steps to correct the problem.

The parties have reached an understanding that people who qualify for EI - hours reduced to twenty-five per cent (25%) or less of normal hours - may apply to be laid off for one (1) week.

The parties have met, discussed this matter and an understanding reached that:

Discharge/Discipline - is the responsibility of the Store Manager and persons above the rank of Store Manager.

Discipline (up to discharge) is the responsibility of and under the direction of the Store Manager with the active involvement of Department Heads (they cannot opt out).

The parties have met, discussed this matter and consensus reached that the Company will give serious consideration to leaves for compassionate reasons where:

Application made properly through personnel.

Legitimate situation with reasons clearly explained.

The parties have met and the Company has supplied the Union with a copy of its new "Performance Analysis and Review" form.

As a result of discussion there was a consensus that Employee Evaluations are and are to be viewed as: necessary basis for discussion positive/constructive non-disciplinary and generally as a progressive/discussion document and not to come under Article 4 of the CBA.

If the Company re-calls an employee for thirty (30) calendar days or less, the employee has the right to waive the re-call.

The Company agrees that when Part Time job vacancies occur in an individual store that does not have a Front End Service Clerk classification, and where employees who possess the ability and qualifications to perform the appropriate work required, such employees will be given due consideration for such opportunities prior to a new hire.

Assurances:

1. Agreement to continue, where requested by the Union, to have more than four Stewards.
2. Agreement to, if called in and agree to come in, to pay Stewards for time spent in discipline meetings, or a minimum of four hours pay and work.
3. Assurance that where possible, harassment investigation meetings and interviews will be conducted off site.
4. Agreement Union Representatives will be allowed paid meeting time with Stewards as required and agreed, where the Store Manager is made aware.
5. The Company will review individual circumstances when an employee is on an Educational Leave of Absence and working elsewhere.
6. Assurance that the Company will address on an individual basis, waiving the four week requirement for part time availability, for Educational Leave of Absence, if due to awaiting school schedule verification.
7. Assurance the Company will post notices re: pay errors and cash advances, if due to payroll errors, and provide a phone procedure for answers to questions about Statutory Holiday pay errors and qualifiers.
8. Assurance that part time who work Night Crew and are relieving a full time, receive both the Night Shift and Relief bonuses.
9. Assurance that salaried employees (or any employee that becomes salaried) that were hired prior October 16, 2006 who volunteer for Sunday, will be paid money for the premium and the hours worked.
10. The Company will not alter, prior to discussion with the Union, its present policy of providing benefit continuation to full time employees upon retirement with 25 years or more of service, and further provide that full time employees with 15 years or more be allowed to self pay. Full time employees who retire will be allowed to become part time employees (Grievance Settlement dated August 26, 1992).
11. Assurance that Backup Office Clerks, who relieve Full Time Office Clerk/Front End Manager will receive both the Backup Office Premium and the Relief Rate Premium.
12. Payroll Errors – The Company will post notices and notify the Union, and give cash advances.
13. Regarding article 30.12 (single day vacations), this article is intended to establish the guidelines going forward. It is understood that employees that have taken single day vacations prior to October 16, 2006, may continue if they choose.

14. The parties agree that they will meet to review and discuss the Company's ability to provide the following information:

- 1) Union dues deducted (or the reason a deduction was not made)
- 2) Back dues owing

Yours truly,

Derrick Pittman
Vice President
Loblaw Companies Limited

LETTER OF UNDERSTANDING #9

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers Union
Local 175
6628 Ellis Road
Cambridge, ON N3C 2V4

Dear Mr. Haggerty:

RE: HOURS OF WORK FOR FULL TIME HOURLY RATED EMPLOYEES

This will confirm the agreement reached between the Company and the Union during the recently concluded negotiations for the Collective Agreement expiring July 1, 2021.

Employees presently working less than 39/40 hours and more than 32 hours may elect to continue this practice.

Employees presently working a 39/40 hour work week will have until from ratification to November 30, 2015 to indicate in writing to the Company of their intention to work 32 hours in for (4) shifts. Employees will also be able to apply between October 11, 2016 to November 30, 2016.

To qualify, an employee must be above the age of 50, have at least 25 years of service and be in a Clerk position.

The number of employees eligible for this option will be determined by the Company but will be no less than 10 employees (if 10 eligible employees apply) during the term of this collective agreement. If there are more eligible employees that apply for these positions than there are positions available, the selection will be by seniority.

Employees who elect to return to a 39/40 hours work week will not have the right to reduce their work week at a later date.

Yours truly,

Derrick Pittman
Vice President
Loblaw Companies Limited

LETTER OF UNDERSTANDING #10

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers Union
Local 175
6628 Ellis Road
Cambridge, ON N3C 2V4

Dear Mr. Haggerty:

RE: ARTICLE 11 - NOTICE BOARD

This will confirm the agreement reached between the Company and the Union during the recently concluded negotiations for the Collective Agreement expiring July 1, 2021.

The Company will work with the Union to correct problems where they exist.

Yours truly,

Derrick Pittman
Vice President
Loblaw Companies Limited

LETTER OF UNDERSTANDING #11

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers Union
Local 175
6628 Ellis Road
Cambridge, ON N3C 2V4

Dear Mr. Haggerty:

**RE: ARTICLE 17.03 (b) HOURS OF WORK FOR FULL TIME HOURLY RATED
EMPLOYEES**

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement expiring July 1, 2021.

The Company will continue its present practice and will discuss problems as they arise.

Yours truly,

Derrick Pittman
Vice President
Loblaw Companies Limited

LETTER OF UNDERSTANDING #12

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers Union
Local 175
6628 Ellis Road
Cambridge, ON N3C 2V4

Dear Mr. Haggerty:

RE: ARTICLE 21.03 - DAYS OFF

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement expiring July 1, 2021.

The Company will continue its present practice and will discuss problems as they arise.

Yours truly,

Derrick Pittman
Vice President
Loblaw Companies Limited

LETTER OF UNDERSTANDING #13

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers Union
Local 175
6628 Ellis Road
Cambridge, ON N3C 2V4

Dear Mr. Haggerty:

RE: SNOW STORMS AND LOST HOURS “MAKE-UP” OPPORTUNITY

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement expiring July 1, 2021.

The following outlines the practice and intent that will be followed in future snow storm occurrences.

In future when a snow storm occurs causing adverse travel conditions or the closing of a store resulting in either the schedule of an employee to be altered by the Company (as in a “call-off” of a scheduled employee) or an employee who has reported to work to be sent home by the Company; the parties agree as follows:

A) FULLTIME

- i) The Company will make every attempt to offer the employee the opportunity to make up hours lost either later on in the week in which the hours were lost or in the week immediately following that week where operationally feasible.
- ii) The “make-up” hours will be paid at regular hourly rate with no premiums or premium rates involved.
- iii) This offer as outlined above should not be construed as any form of guarantee of hours to be worked or paid.

B) PART TIME

- i) The employee will be paid according to Article 1.03 and 1.04 of the Collective Agreement.
- ii) The Company will make every attempt to offer the employee the opportunity to make up hours lost either later on in the week in which the hours were lost or in the week immediately following that week, when operationally feasible.
- iii) The “make-up” hours will be paid at regular hourly rate with no premiums or premium rates involved.

- iv) This offer as outlined above should not be construed as a guarantee of hours to be worked or paid.

For the purposes of clarification, it is worthy of note that the practises as noted in A and B above were established to meet some very specific circumstances concerning both the Company, as it pertains to its operational needs, and the employee, as it pertains to hours of work. The specifics of the circumstances are as outlined below:

- 1) This practice is designed to be used in the limited and extreme sense of snow storms which arise fairly quickly and as such cannot be planned for by the Company in scheduling its employees. This is to be differentiated between the general sense of snowy, wintery conditions that affect the operation on a seasonal basis.
- 2) This practice is also designed to deal with those cases that remain as a result of little or no opportunity for the Company to work the employee as scheduled. This is to be differentiated from other cases where opportunities or options occur for the employee to work.
- 3) This practice is based on the fact that neither the Company or employee are in a position to control snow storm conditions but can agree to take steps, in the short term, to allow employees to “make-up” their hours lost, with no additional hours being added to the system, either later in the week in question or in the immediate subsequent week.
- 4) In the event an employee elects not to report for work due to inclement weather, the aforementioned practice does not apply.
- 5) As a result, the parties expect that employees will be scheduled and work basically as they have in the past, but now there will be an additional option or opportunity which will take affect in snow storm conditions and will result in the “make-up” of hours as outlined in A and B above.

Yours truly,

Derrick Pittman
Vice President
Loblaw Companies Limited

LETTER OF UNDERSTANDING #14

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers Union
Local 175
6628 Ellis Road
Cambridge, ON N3C 2V4

Dear Mr. Haggerty:

RE: REGISTERED RETIREMENT SAVINGS PLANS

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement expiring July 1, 2021.

The Company has implemented a system whereby employees have the ability to make automatic contributions through the payroll system to a Registered Retirement Savings Plan or the Credit Union.

Should this system become unavailable, the Company will notify the Union and the participating employees.

Yours truly,

Derrick Pittman
Vice President
Loblaw Companies Limited

LETTER OF UNDERSTANDING #15

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers Union
Local 175
6628 Ellis Road
Cambridge, ON N3C 2V4

Dear Mr. Haggerty:

RE: HIRING NEW FULL TIME EMPLOYEES

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement expiring July 1, 2021.

Prior to hiring new full time employees from outside the Company, it is agreed that the Company will give consideration to laid off UFCW Members who, in the opinion of the Company, have the necessary skills and ability to perform the job requirements.

Yours truly,

Derrick Pittman
Vice President
Loblaw Companies Limited

LETTER OF UNDERSTANDING #16

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers Union
Local 175
6628 Ellis Road
Cambridge, ON N3C 2V4

Dear Mr. Haggerty:

RE: TEMPORARY POSTINGS

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement expiring July 1, 2021.

When a temporary vacancy occurs in a full time position the procedure below shall apply:

1. The position shall be posted as a temporary job posting.
2. The most senior active applicant who possesses the skills, ability and qualifications will be offered the job.
3. The Company has the right to determine if the resulting full time vacancy is to be posted.
4. Temporary vacancy is defined as a vacancy lasting fifteen (15) weeks or more. The Company maintains the right to temp post the job any-time prior to the 16th week.
5. Employees who are in full time jobs will not be eligible to post into a temporary job unless it results in a promotion and or shift change.
6. The successful applicant to a temporary posting will be required to remain in the position until the temporary job is complete and is unable to apply to another temporary posting during that time, unless by mutual agreement between the Company and the employee.
7. Successful applicants to resultant "Temporary Postings", if any as determined pursuant to paragraph 3 above, who are moved as a result of the return of an incumbent, shall be reinstated to their former position and location.
8. Upon the incumbent's return, the Company will attempt to give as much notice to an affected employee as possible.
9. In the event it is determined that the absent employee will not return to his position permanently, then the position shall be posted pursuant to the terms of the collective agreement.

10. The successful applicant to a temporary full time posting shall be slotted in at the next highest full time wage progression in the applicable classification and shall progress accordingly thereafter.
11. It shall be made very clear to the successful applicant to a “Temporary Posting”, on the posting, and by an accompanying letter, exactly how the procedure works and what their rights are as noted above.
12. It is agreed that all full time rights and benefits shall apply to a successful applicant currently in the temporary full time job.
13. Notwithstanding paragraph 12 above, it is agreed that remuneration for vacation pay shall be paid as follows:
 - a. The appropriate percent accrued while part time plus the appropriate percent accrued while full time, will be paid for each vacation year.

Yours truly,

Derrick Pittman
Vice President
Loblaw Companies Limited

LETTER OF UNDERSTANDING #19

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers Union
Local 175
6628 Ellis Road
Cambridge, ON N3C 2V4

Dear Mr. Haggerty:

RE: ONTARIO HEALTH INSURANCE PLAN

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement expiring July 1, 2021.

In the event the current legislation governing the premium payments for OHIP is altered, the Company agrees it will pay one hundred percent (100%) of the premium to provide coverage for full time employees who have completed three (3) months of continuous employment.

Yours truly,

Derrick Pittman
Vice President
Loblaw Companies Limited

LETTER OF UNDERSTANDING #22

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers Union
Local 175
6628 Ellis Road
Cambridge, ON N3C 2V4

Dear Mr. Haggerty:

RE: OPTICAL DEPARTMENT

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement expiring July 1, 2021.

Should the Company require more Optician exclusions than are permitted under the collective agreement then the Company will review the rationale with the Local Union. The Union shall not unreasonably deny the Company's request for additional Optician exclusions.

Student opticians/interns (like Pharmacy Assistants) are included in the bargaining unit and they may be scheduled on a temporary basis between stores. They will be paid mileage allowance in accordance with the collective agreement.

Student Opticians/Intern will be paid according to the part time clerk rate or the full time clerk rate as applicable.

Yours truly,

Derrick Pittman
Vice President
Loblaw Companies Limited

LETTER OF UNDERSTANDING #23

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers Union
Local 175
6628 Ellis Road
Cambridge, ON N3C 2V4

Dear Mr. Haggerty:

RE: AGREEMENT IN ABEYANCE

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement expiring July 1, 2021.

The Parties recognize that the “Conventional” Agreement for Zehrs Markets and Loblaws Limited continues to exist. However, it is understood that, other than for employees who have opted to maintain their Conventional Economic Terms under LOUs 47 (GCFS) and for those Zehrs stores which have not yet converted to GCFS, the Conventional agreement has no application to any of the Company’s stores (except for the “Appendices” for what are termed either “Great Canadian Food Stores” or “Real Canadian Superstores”) and remains in abeyance until such time as the Parties may otherwise agree.”

Yours truly,

Derrick Pittman
Vice President
Loblaw Companies Limited

LETTER OF UNDERSTANDING #24

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers Union
Local 175
6628 Ellis Road
Cambridge, ON N3C 2V4

Dear Mr. Haggerty:

RE: TECHNOLOGICAL / OPERATIONAL CHANGE

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement expiring July 1, 2021.

During the course of these negotiations a Technological/Operational change program was discussed. During the term of the Collective Agreement, if the Company elects to proceed with implementation, the Company confirms that this program will not cause the lay-off or reduction to part time of the affected full time employees on the payroll for the Company on October 6, 2010.

When a full time employee is displaced as a result of this program and if the affected employee has no other option except to bump outside their Region to retain their full time status, the Company agrees to meet with the Union to discuss alternative training in a base position.

A full time employee displaced, would be given first opportunity to return to their former store, prior to the posting of a full time position, provided they possess the skills, ability and qualifications to perform the work. The subject employee would be eligible under this provision for up to one (1) year from the date he was displaced.

In a store where this program (e.g. Counter Ready Meat) has caused the reduction of full time employees, and where the program is subsequently removed at a later date, the Company agrees it will replace any full time positions that were displaced, providing the conditions (i.e. sales) have not changed.

Yours truly,

Derrick Pittman
Vice President
Loblaw Companies Limited

LETTER OF UNDERSTANDING #25

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers Union
Local 175
6628 Ellis Road
Cambridge, ON N3C 2V4

Dear Mr. Haggerty:

RE: SCHEDULING CHANGES (COVERS FULL TIME AND PART TIME)

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement expiring July 1, 2021.

The Company agrees to provide a weekly print-out of any scheduling changes, at the time it becomes available.

Further, Company assurance that where asked and where possible, the Company will give copies to the Union of the Office Clerk's Front End "working copy" schedule.

Yours truly,

Derrick Pittman
Vice President
Loblaw Companies Limited

LETTER OF UNDERSTANDING #27

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers Union
Local 175
6628 Ellis Road
Cambridge, ON N3C 2V4

Dear Mr. Haggerty:

RE: PILOT PROJECTS

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement expiring July 1, 2021.

The Company and the Union agree that they may enter into future pilot projects.

Yours truly,

Derrick Pittman
Vice President
Loblaw Companies Limited

LETTER OF UNDERSTANDING #28

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers Union
Local 175
6628 Ellis Road
Cambridge, ON N3C 2V4

Dear Mr. Haggerty:

RE: INFORMATION MEETINGS (Covers Part Time only)

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement expiring July 1, 2021.

The Company may, if it elects, schedule up to a maximum of two (2) informational meetings for store employees. Such meetings will be of a duration of a minimum of two (2) hours. The two (2) hours will be administered as all hours included, or all hours over and above. The Company will pay for the duration of the meeting only. Employees who must travel excessive distances to attend such meetings, will be given appropriate consideration.

Yours truly,

Derrick Pittman
Vice President
Loblaw Companies Limited

LETTER OF UNDERSTANDING #29

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers Union
Local 175
6628 Ellis Road
Cambridge, ON N3C 2V4

Dear Mr. Haggerty:

**RE: ELECTRONIC PAY DEPOSITS
(Covers Full Time and Part Time)**

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement expiring July 1, 2021.

The Company agrees to implement electronic pay deposit to a chartered bank of the employees choice. The deposit stub that employees will receive will break out all monies paid in the box "other".

Yours truly,

Derrick Pittman
Vice President
Loblaw Companies Limited

LETTER OF UNDERSTANDING #30

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers Union
Local 175
6628 Ellis Road
Cambridge, ON N3C 2V4

Dear Mr. Haggerty:

RE: PAY EQUITY

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement expiring July 1, 2021.

The parties agree to comply with the Pay Equity Act and review on a periodic basis (including posting the plan). Up to two (2) employees involved in the review will be paid for lost time at their regular rate of pay.

Yours truly,

Derrick Pittman
Vice President
Loblaw Companies Limited

LETTER OF UNDERSTANDING #31

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers Union
Local 175
6628 Ellis Road
Cambridge, ON N3C 2V4

Dear Mr. Haggerty:

RE: JOB SECURITY AND CONTRACTING OUT - FULL TIME AND PART TIME

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement expiring July 1, 2021.

The Company agrees to provide a personal assurance of employment to all full time employees who were on the payroll of the Company as of the date of ratification through to July 1, 2021.

The Company agrees to provide a personal assurance of employment to all full time employees (full time meaning full time as of the date of ratification, or those employees who become full time during the term of the agreement), effected due to contracting out or the application of Article 1.03 during the life of this collective agreement.

The Company agrees to provide a personal assurance of employment to all part time employees who were on the payroll as of the date of ratification and who are effected due to contracting out, or the application of Article 1.03 during the life of this collective agreement.

The Company agrees that work presently being performed by the bargaining unit will not be contracted out prior to a discussion of the intended action with the Union. The Company will in such discussions provide the Union with a description of the work that is intended to be contracted out, as well as the reasons for the Company's decision to proceed by way of contracting out.

Yours truly,

Derrick Pittman
Vice President
Loblaw Companies Limited

LETTER OF UNDERSTANDING #32

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers Union
Local 175
6628 Ellis Road
Cambridge, ON N3C 2V4

Dear Mr. Haggerty:

RE: OPERATIONAL ISSUES PACKAGE

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement expiring July 1, 2021.

An “Operational Issues Package” will be administered by the Company as agreed to during negotiations.

This package may be amended by mutual agreement.

Yours truly,

Derrick Pittman
Vice President
Loblaw Companies Limited

LETTER OF UNDERSTANDING #33

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers Union
Local 175
6628 Ellis Road
Cambridge, ON N3C 2V4

Dear Mr. Haggerty:

RE: PART TIME EMPLOYEES IN A FULL TIME TEMPORARY VACANCY

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement expiring July 1, 2021.

If the employee in a "Temp Posting" was part time prior to taking the "Temp", they will receive the lump sum for the "Temp" position.

Yours truly,

Derrick Pittman
Vice President
Loblaw Companies Limited

LETTER OF UNDERSTANDING #34

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers Union
Local 175
6628 Ellis Road
Cambridge, ON N3C 2V4

Dear Mr. Haggerty:

RE: CONVENTIONAL STORE TO FRANCHISE

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement expiring July 1, 2021.

In the event of a Conventional, RCSS or Great Food store closure and conversion to a franchise store or a corporate store within a franchise banner, the affected employees will be entitled to two (2) weeks pay per year of completed service to buydown to an available position in the franchise store. The same maximums and minimums will apply as for a corporate conversion to a Great Food or Superstore.

They shall be covered by all the terms and conditions of the applicable franchise collective agreement.

Option #1

Those full time or part time employees seeking full time or part time employment shall be offered available positions based on their order of seniority based on their ability and qualifications. In the event the applicable collective agreement wage scale does not match exactly, the employee will slot into the next higher rate, credited with the minimum hours or months associated with that wage rate and progress from that point based on hours worked. Any employee who is currently being paid a rate in excess of the End rate will move to the new End rate.

Any Zehrs/Superstore/GFS employee who accepts employment with the franchise business will be rank ordered based on their seniority with Zehrs/Superstore/GFS and will be placed ahead of any new employees that may be hired. Their service with Zehrs/Superstore/GFS will be recognized for benefit eligibility. The payment referred to above will be calculated based on the store closure date.

Option #2

Where there are no jobs available within the converted store for either a full time or part time employee then the least senior employees will be offered a buy-out of four (4) weeks per year of service.

Notwithstanding the above, the Company will consider volunteers in order of seniority, ability and qualifications and the needs of the business for this buy-out.

Any employee who is bumped by an affected employee shall have the options outlined in 1 & 2 (where applicable) made available to them. These rights pass along with any further bumps.

Yours truly,

Derrick Pittman
Vice President
Loblaw Companies Limited

LETTER OF UNDERSTANDING #35

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers Union
Local 175
6628 Ellis Road
Cambridge, ON N3C 2V4

Dear Mr. Haggerty:

RE: CONVERSION FROM CONVENTIONAL TO RCSS

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement expiring July 1, 2021.

All employees affected by the opening of a new Real Canadian Superstore (RCSS) and a related closure of a conventional store will have the following 4 options in addition to their bumping rights under the terms of the conventional store collective agreement.

Option #1- Transfer to Real Canadian Superstore

A full time employee who transfers to Real Canadian Superstore will receive a payment of 3 week's pay per year of completed service as of the date of transfer to a maximum of \$75,000. No full time employee will receive less than \$10,000.00.

A part time employee who transfers to Real Canadian Superstore shall receive a payment of 3 week's pay per year of completed service as of the date of transfer to a maximum of \$15,000. A part time employee with less than 1 year of service as of the date of transfer will receive no less than \$500. A part time employee with 1 year or more of service as of the date of transfer will receive no less than \$1,000. A Part time employee from a conventional store who is hired into a Full time bargaining unit position at a Real Canadian Superstore at the time of conversion will be eligible for the part time buydown.

An employee who transfers will slot into the applicable Real Canadian Superstore wage progression based on their current rate of pay. The employee will slot into the next higher rate of pay and be deemed to have the corresponding hours for wage progression purposes. For example an employee earning \$10.65 per hour would move to \$10.70 per hour and be deemed to have 5201 hours for wage progression purposes and progress from that point. If their current rate of pay is in excess of the end rate of the Real Canadian Superstore wage progression, they will slot into the end rate of RCSS wage progression.

It is understood and agreed that any employee who transfers for any reason to a Real Canadian Superstore shall not be able to return to a conventional store, regardless of any

other provision in the collective agreement. However, when electing the option to transfer to Real Canadian Superstore, an employee may choose to do so on a trial basis. Such an employee will retain the options of returning to the conventional store agreement, electing to take a "Buy-out" (Option # 2, below) or electing to take the Early Retirement Offer if eligible (Option # 4, below) for 6 months from the date of transfer. The amount of their transfer package, buy-out or Early Retirement Offer, as the case may be, will be calculated as of the date of the transfer to the Real Canadian Superstore. The employee will not receive that amount until they advise the employer in writing that they are electing to abandon the right to return to a conventional store, accept the buy-out option or accept the Early Retirement Offer, as the case may be. An employee who does not make an election in writing prior to the end of the six month period shall be deemed to have elected to abandon the right to return to a conventional store and will receive the amount of their transfer package. An employee who decides to return to a conventional store within the six month period will be absorbed in a conventional store at their former rate of pay and position or the employee may elect to exercise their bump. The Employer determines into which store to absorb a full time and/or a part time employee.

Supplementary Transfer Right for Department Manager

If a full time Department Manager decides that they do not wish to transfer to the Department Manager's position in RCSS, a unionized position on the same shift will be offered within the RCSS store.

Any employee who transfers to a Real Canadian Superstore from a Zehrs Markets Limited store shall maintain their bargaining unit seniority date, company service date, pension plan and personal assurance of employment where applicable. All other terms and conditions of employment shall be governed by Appendices "C", "D" and "E" and Letters of Understanding Nos. 3, 4, 5, 7, 20, 26, 34, 36 through 43, 45, 49 through 55.

The benefits of employees who accept the transfer to Real Canadian Superstore (RCSS) will be the benefits provided for in the RCSS appendix "E". Employees who currently qualify for benefits under the conventional store agreement, will not have to re-qualify for the related benefits provided for in the RCSS appendix regardless of the qualifiers. For those employees who would become eligible in the calendar year of the conversion, they will only be required to complete the balance of the hours/months that they would have required to be eligible for the conventional store agreement benefits. Once they have completed the balance of those hours/months, they will qualify for the benefits provided for in the RCSS appendix "E".

Option #2- Buy-out

A full time employee who wishes to sever their employment will receive a payment of 4 week's pay per year of completed service as of the date of transfer to a maximum of \$75,000. No full time employee will receive less than \$10,000.00.

A part time employee who wishes to sever their employment shall receive a payment of 4 week's pay per year of completed service as of the date of transfer to a maximum of \$15,000. A part time employee with less than 1 year of service as of the date of transfer will receive no less than \$500. A part time employee with 1 year or more of service as of the date of transfer will receive no less than \$1,000.

Option #3- Supplementary Bumping Rights

An employee may elect to exercise whatever bumping rights they have under the terms of the conventional store agreement. Such employees will have the following supplementary bumping rights.

- i) If the employee has no bump to a conventional store within 40 kilometers of their current store, and there is one or more conventional stores within 40 kilometers of their store, the Employer will offer to absorb the employee at one of those conventional stores in their same position and rate of pay. No full time employee shall be laid off as a result of the absorption of such an employee.
- ii) If the employee elects to bump into a conventional store which is more than 40 kilometers away and the travel distance from the employee's home store is greater than that currently traveled by the employee, the employee will be given a relocation assistance. The amount of the relocation assistance is outlined below:

Home Owner to Home Owner	- \$15,000
Home Owner to Renter	- \$12,500
Renter to Home Owner	- \$ 7,500
Renter to Renter	- \$ 5,000

An employee will be reimbursed for eligible expenses up to these maximum amounts.

These amounts may be applied to one of the following choices:

Choice A

Royal LePage Relocation Services (RLRS)- the package includes negotiated pricing on relocation services, relocation and expense/taxation counseling and real estate sales help. Further details are available from the Employer's relocation group.

Choice B

Expense reimbursement through the LCE Employee Services- the same relocation allotment is available to employees as with Option A. Employees can use the allotment to recover costs associated with their relocation expenses through providers of their choice. As with the RLRS agreement, discounted prices will be available through providers with whom Loblaw Companies has a negotiated corporate rate.

Note: Employees who elect to list with a realtor other than Royal LePage and still want to obtain taxation advice and other services under the RLRS agreement may do so, but will be required to complete a referral agreement with RLRS which states that a referral fee will be paid to RLRS. Copies of this agreement may be obtained from RLRS.

Option #4- Early Retirement Offer

The Employer will make an early retirement offer to all employees affected by the opening of an RCSS store and a related closure of a conventional store. To be eligible for the early retirement offer an employee must be 55 years of age as of the date they are affected. The early retirement offer will be based on 4 weeks pay per year of completed service as of their

date of retirement, to a maximum of \$75,000 for full time and \$15,000 for part time or the equivalent of salary continuation until age 65 (or for part time until age 67), whichever is the lesser. An employee who elects to retire will receive the applicable pension and benefits in accordance with and subject to the terms of the pension plan. The Company reserves the right to manage the timing of employees' departure date, provided there is no prejudice to an employee's pension entitlement.

Full time employees who wish to retire and work part time may do so at a conventional store or RCSS, and slot into the applicable end rate of pay for part time. They will not be eligible for future full time employment and will not be eligible for any additional pension entitlement by virtue of that part time employment.

General

Where an employee is absorbed in a store and this results in a part time employee(s) being scheduled for no hours for a four (4) consecutive week period, they will be offered the option to transfer to the Real Canadian Superstore which triggered the absorption and be given the transfer package outlined above in Option # 1 or they may elect to exercise their bump under the conventional store agreement. The employer will also canvass, by Department, by seniority (in the Department in which the effected employee was absorbed) those part time employees who wish to transfer to the Real Canadian Superstore which triggered the absorption and they will be given the transfer package outlined above in option # 1.

Any employee who is bumped by an affected employee shall have the options outlined in Options 1, 2, 3 and 4 (where applicable) made available to them. These rights pass along with any further bumps.

Employees who are absent from work due to sickness, disability, maternity leave or parental leave are eligible for Options 1, 2, 3 and 4. Such employee may elect:
to have their Options held in abeyance pending their return to work; or

- ii) to exercise their Option at any point during their absence, subject to being cleared to return to work, where applicable.

It is understood that:

any payment owing under any Option chosen by the employee shall be calculated as of the date of closure of the conventional store which triggered the Options; and

- ii) in the case of an employee who elects Option 3, the employee's home ownership/renter status shall be determined as of the date of the closure, but the employee's bump shall be done as of the date of return to work.

It is understood that these payments referred to shall be deemed to include any payment in the nature of termination pay or severance pay required at law or by any other provision of the collective agreement and shall have statutory deductions made.

For the purpose of this letter, the calculation of a full time week's pay shall be based on thirty nine (39) hours per week times their current regular rate of pay as of the date of transfer.

For the purpose of this letter, the calculation of a part time week's pay shall be based on the

previous 52 weeks average hours or the average of the hours in the 12 weeks prior to a leave of absence commencing in the previous 52 weeks, whichever is the greater.

Zehrs Markets Limited Full time and Part time Transfer Options in connection with Letter of Understanding # 35 Option #1.

Current Full time Position

RCSS Job Offer

Grocery Mgr (Formerly Asst. Store Mgr)	Non Union Grocery Mgr.
Grocery Mgr	Assistant Grocery Dept.Mgr
Flow Manager	Non Union Flow Manager
Produce Manager	Non Union Produce Mgr.
Dairy Manager	Non Union Dairy Mgr
Meat Manager	Non Union Meat Mgr.
Assistant Meat Mgr.	Assistant Meat Dept. Mgr.
Bakery Mgr.	Non Union Bakery Dept. Mgr.
Seafood Mgr	Non Union Seafood Dept Mgr
Cold Deli Mgr	Non Union Cold Deli Dept. Mgr
Hot Deli Mgr	Non Union Hot Deli Dept. Mgr
Lead Baker	Assistant Bakery Dept. Mgr.
Front End Mgr.	Non Union Customer Service Mgr.
Office Clerk	Assistant Customer Service Mgr
Bookkeeper	Bookkeeper
Floral Mgr.	Non Union Floral Mgr.
Receiver (Days)	Receiver
Night Crew Mgr	Non Union Night Mgr.
Grocery-Produce Clerk	Grocery-Produce Clerk
Grocery-Produce Clerk (Nights)	Grocery- Produce Clerk (Nights)
CAO Manager	Non Union CAO Manager
Baker, Decorator	Baker (Scratch)
Meat Cutter	Meat Cutter
Cashier	Cashier
General Merchandise Clerk	Grocery Clerk or another Clerk position based on the employee's previous experience
HABA Clerk	Grocery Clerk or another Clerk Position based on the employee's previous experience
All other Clerks	Offered a Clerk's position in their corresponding dept. or another clerk's position based on the employee's previous experience
Pharmacy Assistant	Pharmacy Assistant
Natural Values Manager	Non Union Natural Values Mgr
Bean Roast Clerk	Non Union Bean Roast Mgr
Photolab Manager	Non Union Photolab Mgr

Current Part time Position

Cashier	Cashier
All other Clerks	Offered a Clerk's position in their Corresponding dept. or another clerk's position based on the employee's previous experience

If no unionized position exists for a current full time employee, then one shall be created on the same shift for that employee.

Existing eligible full time conventional employees who convert to RCSS or GCFS will maintain their retiree benefits. It is understood that those full time employees who have already converted to an RCSS location will now be eligible for the retiree benefits when they retire. The Company will not alter, prior to discussion with the Union its present policy of providing benefit continuation to full time employees upon retirement with 25 years or more of service. Full time employees with more than 15 year but less than 25 years will be allowed to self pay.

Part time employees who are eligible for dependent drug coverage at Zehrs and convert to the RCSS or GCFS will be grandfathered for dependent drug coverage and will continue to have coverage provided they meet the hours qualifier at the RCSS or GCFS. The Company will look at affected employees in stores which have converted to RCSS and those individuals who qualified in conventional at the time of conversion shall be granted dependent coverage from October 16, 2006. Ongoing eligibility will be based on meeting the hours qualifier.

Yours truly,

Derrick Pittman
Vice President
Loblaw Companies Limited

LETTER OF UNDERSTANDING #37

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers Union
Local 175
6628 Ellis Road
Cambridge, ON N3C 2V4

Dear Mr. Haggerty:

RE: JOB POSTINGS

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement expiring July 1, 2021.

Where a job posting process within the collective agreement calls for multiple posting steps it is understood and agreed by the parties that the Company may undertake all steps concurrently rather than consecutively with the understanding that the rights of employees to vacancies will be recognized in the order of the steps laid out in the posting language.

Yours truly,

Derrick Pittman
Vice President
Loblaw Companies Limited

LETTER OF UNDERSTANDING #41

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers Union
Local 175
6628 Ellis Road
Cambridge, ON N3C 2V4

Dear Mr. Haggerty:

RE: CLICK AND COLLECT

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement expiring July 1, 2021 and covers only those employees covered by Zehrs Markets full time and Appendix "A" (part time).

The Company may exclude a Department Manager position (only applies to Loblaws, Zehrs, and Zehrs Great Food during the first 24 months of roll-out in the banner commencing June 12, 2015. Click and Collect Unionized Salaried Department Managers will be paid in accordance with the Natural Value, Bookkeeper, Seafood and Floral Manager Salary scale.

Any movement of employees either Full and / or Part time into Click and Collect to perform work as a Personal Shopper will be selected by seniority provided they meet the ability and qualification requirements of the E-commerce business, which will include exceptional customer service and interpersonal skills and efficiency and demonstrate a care and concern for shopping as if they were shopping for their own family. If an employee faces layoff and is not permitted to bump into Click and Collect, they will be absorbed elsewhere in the bargaining unit.

Click and Collect shall be a separate seniority department, but employees shall be able to select click and collect customer orders throughout the store in order to fulfil customer orders. Though this will not have an adverse impact upon existing bargaining unit employees. For example, a click and collect customer has ordered a box of cereal, none is on the shelf, but there is inventory on hand. The Click and collect employee will replenish the cereal (to a maximum of one case), in order to fulfil the click and collect customers' order. An example of an activity that a click and collect employee will not be performing; is the slicing of deli product, cutting of meat or decorating a cake. The click and collect employee will only retrieve the prepared deli, meat or bakery product as the case may be, from the various service departments once the production for the order is completed as if they were a customer.

In the event there is insufficient work within the Click and Collect department during an employee's shift, they may be redeployed as an over and above elsewhere in the store. This work will not cause the cancellation of scheduled hours, nor will it impact on call in shifts that otherwise would have been replaced.

In the event of a Click and Collect department closure the applicable language in each agreement would apply.

Yours truly,

Derrick Pittman
Vice President
Loblaw Companies Limited

LETTER OF UNDERSTANDING #44

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers Union
Local 175
6628 Ellis Road
Cambridge, ON N3C 2V4

Dear Mr. Haggerty:

RE: LEAVE OF ABSENCE FOR WORKING IN NON-UNION POSITION

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement expiring July 1, 2021 and covers only those employees covered by Full time and Appendix "A" (part time).

Any bargaining unit employee who receives a temporary position outside of the bargaining unit of six (6) months or less (for maternity leaves, one (1) year) is deemed to be on a leave of absence from the bargaining unit. During this time, Employees will be required to pay Union dues and will retain all rights under the Collective Agreement.

Any bargaining unit employee who receives a permanent position outside of the bargaining unit will be granted a leave of absence for a three (3) month period, and such employee will accumulate seniority while on the leave. During this time the employee will pay Union dues and would be eligible to post to a full time bargaining unit position (should one exist) and would have the right to return to their former position/status. At the conclusion of the three (3) month period, the employee would no longer be a bargaining unit employee and therefore forfeit any further rights under the Collective Agreement.

It is understood that the parties can extend these timelines by mutual agreement between the Company and the Union.

Yours truly,

Derrick Pittman
Vice President
Loblaw Companies Limited

LETTER OF UNDERSTANDING #45

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers Union
Local 175
6628 Ellis Road
Cambridge, ON N3C 2V4

Dear Mr. Haggerty:

RE: CORPORATE STORES

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement expiring July 1, 2021.

The parties agree that an employee cannot be hired to simultaneously hold more than one position in corporate stores of the same bargaining unit.

Yours truly,

Derrick Pittman
Vice President
Loblaw Companies Limited

LETTER OF UNDERSTANDING #47

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers Union
Local 175
6628 Ellis Road
Cambridge, ON N3C 2V4

Dear Mr. Haggerty:

RE: CONVENTIONAL STORE CONVERSION TO GFS

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement expiring July 1, 2021.

The Company confirms that there will be no conversions of conventional stores under this collective agreement to the Superstore format.

The Company shall provide the Union and the Employees with three (3) months notice prior to converting a store to a Zehrs Great Food store. All employees shall make their decision within 48 hours of being given their individual options as defined within this letter of understanding. If the employee does not make their decision within these 48 hours, they are deemed to have accepted the buydown.

Employees who convert or are hired into the Zehrs Great Food Store will acquire and exercise seniority within the Zehrs Great Food Store Bargaining Unit.

All employees affected by the opening of a new Zehrs Great Food Store and a related closure of a conventional store will have the following 5 options in addition to their bumping rights under the terms of the conventional store collective agreement.

Option #1- Transfer to the Zehrs Great Food Store and Buydown to Great Food Economic Terms

A full time employee from a conventional store who transfers into a bargaining unit position at a Zehrs Great Food Store will be eligible for the buydown, as will a department manager from a conventional store transferring into a salaried unionized department manager position at a Zehrs Great Food Store. A full time employee who is promoted to a unionized department manager position will not be eligible for the buydown. The buydown payment is based on 3 week's pay per year of completed service as of the date of transfer to a maximum of \$75,000 and a minimum of \$10,000.

A part time employee who transfers to Zehrs Great Food Store shall receive a payment of 3 week's pay per year of completed service as of the date of transfer to a maximum of \$15,000. A part time employee with less than 1 year of service as of the date of transfer will receive no less than \$500. A part time employee with 1 year or more of service as of the date of transfer will receive no less than \$1,000. A part time employee from a conventional store hired into a

full time bargaining unit position (non managerial) at a Zehrs Great Food Store at the time of conversion will be eligible for the part time buydown.

For clarity, any other full time or part time employees that transfer into a Zehrs Great Food Store after the conversion will not be entitled to a buydown.

Such employees will sign off that they are acknowledging that Sunday work is no longer voluntary and that this option is of the greatest benefit to them personally. Sunday work shall be part of their normal work week.

An employee who transfers will slot into the applicable Zehrs Great Food Store wage progression based on their current rate of pay. The employee will slot into the next higher rate of pay and their existing hours will be replaced with the minimum number of hours associated with that rate of pay. If their current rate of pay is in excess of the end rate of the Zehrs Great Food wage progression, they will slot into the end rate of the Zehrs Great Food wage progression.

It is understood and agreed that any employee who transfers for any reason to a Zehrs Great Food Store shall not be able to return to a conventional regardless of any other provision in the collective agreement. However, when electing the option to transfer to Zehrs Great Food Store, an employee may choose to do so on a trial basis. Such an employee will retain the options of returning to the conventional store agreement three (3) months from the date of transfer. An employee may also exercise Option #3 within a three (3) month trial period. The amount of their transfer package or buyout will be calculated as of the date of the transfer to the Zehrs Great Food Store. The employee will not receive that amount until they advise the employer in writing that they are electing to abandon the right to return to a conventional store. An employee who does not make an election in writing prior to the end of the three (3) month period shall be deemed to have elected to abandon the right to return to a conventional store and will receive the amount of their transfer package. An employee who decides to return to a conventional store within the three month period will be absorbed in a conventional store at their former rate of pay and position or the employee may elect to exercise their bump. The Employer determines into which store to absorb a full time and/or a part time employee. If there were no bump options available at the time of conversion then the employee will not be absorbed in a conventional store.

Notwithstanding the above, no employee will be on a trial basis if there will not be any stores remaining in their region one (1) year of the date the store is converted.

Supplementary Transfer Right for Department Manager

The current unionized Department Managers in a conventional store which converts to The Zehrs Great Food Store will be offered the same salaried unionized department manager position in the The Zehrs Great Food Store.

Other Provisions

Any employee who transfers to a Zehrs Great Food Store from a Zehrs Markets Limited store shall maintain their bargaining unit seniority date, company service date, pension plan and personal assurance of employment where applicable.

Option #2- Transfer to the Zehrs Great Food Store and maintain Conventional Economic Terms

A full time employee from a conventional store who transfers into a bargaining unit position at a Zehrs Great Food Store who elects not to take a buy-down shall maintain their conventional rate of pay and benefits under schedule "A" and Health and Welfare benefits (Article 32.01, 32.02, 32.03, 32.04, 32.07), Sick pay allowance (32.05), Vacation (Article 30), Christmas Bonus (Article 31), Pension (32.06) while working in Zehrs Great Food Stores. All other terms of the Zehrs Great Food Store Appendix shall apply.

A part time employee from a conventional store who transfers to Zehrs Great Food Store who elects not to take a buy-down shall maintain their conventional rate of pay and benefits under schedule "B" and Appendix "A" Article 1.19, Vacation (1.16) Christmas Bonus (Article 31). All other terms of the Zehrs Great Food Store Appendix shall apply.

The following shall apply for a Conventional employee hired prior to 2006 ratification for whom Sunday work is voluntary at the time of their store's conversion.

Such employees will sign off that they are acknowledging that Sunday work is no longer voluntary and that this option is of the greatest benefit to them personally. Sunday work shall be part of their regular work week.

The below special transition commitments are made with respect to Sundays:

A part time employee who is entitled to a twenty-eight (28) hour guarantee and who worked more than thirty-nine (39) Sundays within the fifty-two (52) weeks leading up and including October 6, 2010 shall be guaranteed thirty-two (32) hours rather than twenty-eight (28) hours for a period of two (2) years beyond the conversion of their store.

A full time employee who worked more than thirty-nine (39) Sundays within the fifty-two (52) weeks leading up and including October 6, 2010 shall be entitled to work forty-four (44) hours per week (without incurring overtime) rather than forty (40) hours for a period of two (2) years beyond the conversion of their store.

The Company has provided to the Unions a summary of Sunday work in the year preceding ratification October 6, 2010 for those to whom this letter applies.

Transitional agreement for employees transferring to a Great Food Store who may desire to opt out of working Sundays and currently have that ability in a Conventional store.

A full time or part time employee from a conventional store who currently has the right to opt out of working Sundays and who upon transferring to a Great Food store elects not to take the buy-down shall continue to have the right to opt out of Sunday work for a period of eighteen (18) months from the date of conversion.

An employee wishing to opt out of Sunday work under this letter will be considered to meet the minimum availability, however will not be eligible for any twenty-eight (28) hour guarantee to which they might otherwise be available.

Eligible employees will make their intentions known within two (2) weeks after the date of conversion and will be eligible to change their option by giving four (4) months notice to their Department Manager.

Option #3- Buy-out

A full time employee who wishes to sever their employment will receive a payment of 3 week's pay per year of completed service as of the date of conversion to a maximum of \$75,000. No full time employee will receive less than \$10,000.00.

A part time employee who wishes to sever their employment shall receive a payment of 3 week's pay per year of completed service as of the date of conversion to a maximum of \$15,000. A part time employee with less than 1 year of service as of the date of transfer will receive no less than \$500. A part time employee with 1 year or more of service as of the date of transfer will receive no less than \$1,000.

Option #4- Early Retirement Offer

The Employer will make an early retirement offer to all employee affected by the opening of a Zehrs Great Food Store and a related closure of a conventional store. To be eligible for the early retirement offer an employee must be 55 years of age as of the date they are affected. The early retirement offer will be based on 3 weeks pay per year of completed service as of their date of retirement, to a maximum of \$75,000 for full time and \$15,000 for part time or the equivalent of salary continuation until age 65 (or for part time until age 67), whichever is the lesser. An employee who elects to retire will receive the applicable pension and benefits in accordance with and subject to the terms of the pension plan. The Company reserves the right to manage the timing of employees' departure date, provided there is no prejudice to an employee's pension entitlement.

Full time employees who wish to retire and work part time may do so at a conventional store or Zehrs Great Food Store, and slot into the applicable end rate of pay for part time. They will not be eligible for future full time employment and will not be eligible for any additional pension entitlement by virtue of that part time employment.

Option #5 – One for One Transfer on Conversion and Supplementary Bumping Rights

Employees of a store which is to be converted shall have the options available under the collective agreement; however, the Company must be able to ensure the ongoing efficient operation of surrounding stores as well as to accurately project and manage the associated costs.

As a result, it is understood and agreed by the parties that each full time employee who chooses to transfer out of a converting store to a nearby store must be off-set by a full time employee within the surrounding stores accepting a transfer back into the converting store.

The Company shall consider full time volunteers to transfer to the converting store outside of the natural sequence of bumps only where such volunteer(s) commits to remain with the converted store after receiving their buydown or volunteers who choose to transfer to the converting store and elect to maintain their conventional economic terms for a minimum period of one year of active service. The Company shall be permitted to balance the full time complement in surrounding stores in connection with an individual accepting a voluntary transfer to a converting store.

Each part time employee who chooses to transfer out of the converting store into an adjacent store will result in the next most junior employee in the department that they are transferring into being transferred to the converting store.

The Company shall consider part time volunteers to transfer to the converting store outside of the above described protocol only where such volunteer(s) commits to remain with the converted store after receiving their buydown or volunteers who choose to transfer to the converting store and elect to maintain their conventional economic terms for a minimum period of one year of active service.

Full Time or Part Time employees who volunteer to move to a converting store under the circumstances outlined above shall have options 1, 2, and 4 including the 3 month trial.

For clarity, in a converting store which has 40 full time and 150 part time employees an equivalent number of full time and part time employees must be converted.

No transfers shall be permitted to a store which has itself been announced for conversion in the next 12 months.

An employee may elect to exercise whatever bumping rights they have under the terms of the conventional store agreement, provided that the Store to which they would bump, has not itself been announced for conversion within the upcoming twelve (12) months. Otherwise, the employee shall have no bumping rights.

Where an employee has bumping rights as described above they may elect to exercise whatever bumping rights they have under the terms of the conventional store agreement subject to the following:

Such employees will have the following supplementary bumping rights.

- i) If the employee has no bump to a conventional store within 40 kilometers of their current store, and there is one or more conventional stores within 40 kilometers of their store, the Employer will offer to absorb the employee at one of those conventional stores in their same position and rate of pay. No full time employee shall be laid off as a result of the absorption of such an employee.
- ii) If the employee elects to bump into a conventional store which is more than 40 kilometers away and the travel distance from the employee's home store is greater than that currently traveled by the employee, the employee will be given relocation assistance. The amount of the relocation assistance is outlined below:

Home Owner to Home Owner	- \$15,000
Home Owner to Renter	- \$12,500
Renter to Home Owner	- \$ 7,500
Renter to Renter	- \$ 5,000

An employee will be reimbursed for eligible expenses up to these maximum amounts.

These amounts may be applied to one of the following choices:

Choice A

Royal LePage Relocation Services (RLRS)- the package includes negotiated pricing on relocation services, relocation and expense/taxation counseling and real estate sales help. Further details are available from the Employer's relocation group.

Choice B

Expense reimbursement through the LCE Employee Services- the same relocation allotment is available to employees as with Option A. Employees can use the allotment to recover costs associated with their relocation expenses through providers of their choice. As with the RLRS agreement, discounted prices will be available through providers with whom Loblaw Companies has a negotiated corporate rate.

Note: Employees who elect to list with a realtor other than Royal LePage and still want to obtain taxation advice and other services under the RLRS agreement may do so, but will be required to complete a referral agreement with RLRS which states that a referral fee will be paid to RLRS. Copies of this agreement may be obtained from RLRS.

Conversion Rules

The parties agree that the following additional rules will apply in the event of a conversion of a conventional store to Great Food.

- 1) Should a part time employee who elects at the time of conversion to retain the economic terms of the conventional agreement thereafter post into a full time position in a Great Food store, then that employee will convert to the Great Food economic terms and will not be eligible for a buy down.
- 2) Should a part time employee who elects at the time of conversion to retain the economic terms of the conventional agreement thereafter post into any position in a RCSS store, then that employee will convert to the RCSS economic terms and will not be eligible for a buy down.
- 3) Should a part time employee, at the time of conversion, post into a full time position, then that employee will convert to the Great Food economic terms, and will be eligible for a buy down, based on the part time conversion calculation.
- 4) Should a full time employee who elects at the time of conversion to retain the economic terms of the conventional agreement post to another position within any Great Food store that employee will be continue to be paid based on the conventional agreement at the applicable rate for the new position.
- 5) Should an employee, at any time, move to RCSS, that employee will convert to the RCSS economic terms and will not be eligible for a buy down.
- 6) Should an employee who elects at the time of conversion to retain the economic terms of the conventional agreement, thereafter post into a full time position in a conventional store, they will retain their economic terms.

Temporary Postings (Conventional)

The Parties agree that in the event of a conversion of a conventional store, those employees who have posted to a temporary position will be subject to the following rules:

1. An employee (performing in a temporary position) whose permanent position is at a store other than the converting store will have the option to return to their permanent position. However, the Company may, at its discretion, offer the employee the option of remaining in the temporary position under the terms and conditions outlined in Letter of Understanding #47 (Option #2) until the temporary posting is complete at which time the employee will return to their permanent position.
2. An employee permanently employed in the converting store who has posted to a temporary position at that store will return to the permanent position at least 14 days prior to that date of conversion. However, the Company may, at its discretion, offer the employee the option of remaining in the temporary position under the terms and conditions outlined in Letter of Understanding #47 (Option #2) until the temporary posting is complete at which time the employee will be eligible for a buy-down, calculated based on their permanent position when the store converted.

Final Store

In the event that a conventional Zehrs store is the last remaining conventional Zehrs stores in an area, and that store is converted to a Franchise store or closed, interested employees will be absorbed into nearby previously converted stores covered by the same collective agreement. Employees being absorbed, shall have the same options available to them as would an employee in a store converting to Great Food. The Company shall have the right to balance full and part time employees between stores within the area.

Benefits

Existing eligible full time conventional employees who convert to GCFS will maintain their retiree benefits. The Company will not alter, prior to discussion with the Union its present policy of providing benefit continuation to full time employees upon retirement with 25 years or more of service. Full time employees with more than 15 year but less than 25 years will be allowed to self pay.

Part time employees who are eligible for dependent drug coverage at Zehrs and convert to the GCFS will be grandfathered for dependent drug coverage and will continue to have coverage provided they meet the hours qualifier at the GCFS. Ongoing eligibility will be based on meeting the hours qualifier.

Part Time Benefits Upon Conversion to Great Food Store

The benefits of employees who accept a buy-down to the Great Food Store terms will be the benefits provided for in the Great Food Store appendices. The following shall apply:

1. Part Time Employees who have benefits at the time of conversion:
Part Time employees who have benefits at the time of conversion will have benefits until the end of the calendar year of conversion and will be required to re-qualify in the new calendar year based on the conventional hours qualifiers and all subsequent years the GFS qualifiers will apply.
2. Part Time Employees who do not have benefits at the time of conversion:
Employees who have not qualified will be permitted to qualify initially for benefits under the conventional qualifiers. Beyond the first year of benefit coverage employees will be required to re-qualify based on the GFS hours qualifiers.

General

Absorption

Where an employee is absorbed in a store and this results in a part time employee(s) being scheduled for no hours for a four (4) consecutive week period, they will be offered the option to transfer to the Zehrs Great Food Store which triggered the absorption and be given the transfer package outlined above in Option # 1 or they may elect to exercise their bump under the conventional store agreement. The employer will also canvass, by Department, by seniority (in the Department in which the effected employee was absorbed) those part time employees who wish to transfer to the Zehrs Great Food Store which triggered the absorption and they will be given the transfer package outlined above in option # 1.

Any employee who is bumped by an affected employee shall have the options outlined in Options 1, 2, 3, and 4 (where applicable) made available to them. These rights pass along with any further bumps.

Employees who are absent from work due to sickness, disability, maternity leave or parental leave are eligible for Options 1 and 2. Such employee may elect:

- i) to have their Options held in abeyance pending their return to work; or
- ii) to exercise their Option at any point during their absence, subject to being cleared to return to work, where applicable.

It is understood that:

- i) any payment owing shall be calculated as of the date of closure of the conventional store which triggered the Options; and
- ii) In the case of an employee who elects Option 5, the employee's home ownership/renter status shall be determined as of the date of the closure, but the employee's bump shall be done as of the date of return to work.

It is understood that these payments referred to shall be deemed to include any payment in the nature of termination pay or severance pay required at law or by any other provision of the collective agreement and shall have statutory deductions made.

For the purpose of this letter, the calculation of a full time week's pay shall be based on thirty nine (39) hours per week times their current regular rate of pay as of the date of transfer.

For the purpose of this letter, the calculation of a part time week's pay shall be based on the previous 52 weeks average hours or the previous twelve (12) weeks average hours or the average of the hours in the 12 weeks prior to a leave of absence commencing in the previous 52 weeks, whichever is the greater.

Christmas Bonus

When a store converts to a Great Food Store on any date beyond July 1st employees will be entitled to a Christmas Bonus under the terms of the conventional agreement in that year provided that they continue to be actively employed up to and including the time of the payment.

Zehrs Markets Limited Full time and Part time Transfer Options in connection with Letter of Understanding # 47 Option #1.

The list of positions found below will be updated and customized by the parties at the time of conversion to ensure there is a matching position at the Zehrs Great Food Store

Current Full time Position

Grocery Mgr (Formerly Asst. Store Mgr)
 Grocery Mgr
 Flow Mgr
 Produce Manager
 Dairy Manager
 Meat Manager
 Assistant Meat Mgr.
 Bakery Mgr.
 Seafood Mgr
 Cold Deli Mgr
 Hot Deli Mgr
 Lead Baker
 Front End Mgr.
 Office Clerk
 Bookkeeper
 Floral Mgr.
 Receiver (Days)
 Night Crew Mgr
 Grocery-Produce Clerk
 Grocery-Produce Clerk (Nights)
 CAO Manager
 Baker, Decorator
 Meat Cutter
 Cashier
 General Merchandise Clerk

HABA Clerk

All other Clerks

Pharmacy Assistant
 Natural Values Manager
 Bean Roast Clerk
 Photolab Manager

Current Part time Position

Cashier
 All other Clerks

Zehrs GCFS Job Offer

Grocery Mgr.
 Assistant Grocery Dept.Mgr
 Flow Mgr
 Produce Mgr.
 Dairy Mgr
 Meat Mgr.
 Assistant Meat Dept. Mgr.
 Bakery Dept. Mgr.
 Seafood Dept Mgr
 Cold Deli Dept. Mgr
 Hot Deli Dept. Mgr
 Assistant Bakery Dept. Mgr.
 Customer Service Mgr.
 Assistant Customer Service Mgr
 Bookeeper
 Floral Mgr.
 Receiver
 Night Mgr.
 Grocery-Produce Clerk
 Grocery- Produce Clerk (Nights)
 CAO Manager
 Baker (Scratch)
 Meat Cutter
 Cashier
 Grocery Clerk or another Clerk position based on the employee's previous experience
 Grocery Clerk or another Clerk Position based on the employee's previous experience
 Offered a Clerk's position in their corresponding dept. or another clerk's position based on the employee's previous experience
 Pharmacy Assistant
 Natural Values Mgr
 Bean Roast Mgr
 Photolab Mgr

Cashier
 Offered a Clerk's position in their corresponding dept. or another clerk's position based on the employee's previous experience

If no unionized position exists for a current full time employee, then one shall be created on the same shift for that employee.

Yours truly,

Derrick Pittman
Vice President
Loblaw Companies Limited

LETTER OF UNDERSTANDING #48

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers Union
Local 175
6628 Ellis Road
Cambridge, ON N3C 2V4

Dear Mr. Haggerty:

RE: STAFFING NEW AND REPLACEMENT GFS

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement expiring July 1, 2021.

This will confirm our agreement that:

1. With respect to the initial staffing of a “replacement” Zehrs Great Canadian Food Store, subject to Letter of Understanding #47, but notwithstanding any other provision of the collective agreement, the Employer will staff the store by offering full time employment from conventional stores first, prior to transferring or promoting full time employees or promoting part time employees from within Zehrs Great Canadian Food Store stores, provided that the Employer may only do so with respect to any classification in the conventional store in which it continues to have surplus staff. “Surplus staff” means the number of full time staff which the Employer has absorbed in conventional stores as a result of the prior opening of “replacement” Zehrs Great Canadian Food Store pursuant to Letter of Understanding #47. It is understood that the number of surplus staff in conventional stores is reduced to the extent that employees are transferred or promoted to fill vacancies either pursuant to this Letter of Understanding or within conventional stores or there is attrition in the conventional stores. The Employer will advise the Union and the affected employees of the number of surplus staff in each classification prior to affected employees being required to choose their Option under Letter of Understanding #47. The parties may mutually agree to make an exception to the limitations on the Employer’s right to transfer set out in this paragraph in exceptional circumstances.
2. For clarity it is understood that no employee is required to accept an offer made under paragraph 1 or 2 (Letter #47) and an employee may self-identify as being willing to accept such an offer prior to being asked.
3. A bargaining unit employee from a conventional store who is hired into a bargaining unit position at a Zehrs Great Canadian Food Store will be eligible for Option #1 outlined in Letter of Understanding #47, as will a Department Manager from a conventional store hired into a unionized salaried Department Manager position at a Zehrs Great Canadian Food Store.

Staffing a new store (For unionized positions which are not appointed)

With respect to the initial staffing of a “new” Zehrs Great Canadian Food Store the Employer will staff the store from conventional stores and The Zehrs Great Canadian Food Store by offering full time employment prior to promoting part time employees from within Zehrs Great Canadian Food Store. For clarity the Company would first go to surplus full time in conventional stores, then full time in conventional stores and next full time in Zehrs Great Canadian Food Store.

Yours truly,

Derrick Pittman
Vice President
Loblaw Companies Limited

LETTER OF UNDERSTANDING #51

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers Union
Local 175
66285 Ellis Road
Cambridge, ON N3C 2V4

Dear Mr. Haggerty:

RE: STAFFING NEW AND REPLACEMENT RCSS

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement expiring July 1, 2021.

This will confirm our agreement that:

1. With respect to the initial staffing of a "new" Real Canadian Superstore (one which is not subject to Letter of Understanding #35), notwithstanding any other provision in the Collective Agreement, the Employer may staff the store by offering full time employment to staff from conventional stores prior to transferring or promoting full time employees or promoting part time employees from within Real Canadian Superstores. For clarity, full time vacancies in a new store after the initial staffing is complete, will be posted as per Article 8, Appendix "C" and Article 2.03a, Appendix "D".
2. With respect to the initial staffing of a "replacement" Real Canadian Superstore, subject to Letter of Understanding #35, but notwithstanding any other provision of the collective agreement, the Company may staff the store by offering full time employment from conventional stores prior to transferring or promoting full time employees or promoting part time employees from within Real Canadian Superstores, provided that the Company may only do so with respect to any classification in the conventional store in which it continues to have surplus staff. "Surplus staff" means the number of full time staff which the Company has absorbed in conventional stores as a result of the prior opening of "replacement" Real Canadian Superstores pursuant to Letter of Understanding #35. It is understood that the number of surplus staff in conventional stores is reduced to the extent that employees are transferred or promoted to fill vacancies either pursuant to this Letter of Understanding or within conventional stores or there is attrition in the conventional stores. The Company will advise the Union and the affected employees of the number of surplus staff in each classification prior to affected employees being required to choose their Option under Letter of Understanding #35. The parties may mutually agree to make an exception to the limitations on the Company's right to transfer set out in this paragraph in exceptional circumstances. Full time vacancies after the initial staffing as above, will be posted as per Article 8, Appendix "C" and Article 2.03a, Appendix "D".

3. For clarity it is understood that no employee is required to accept an offer made under paragraph 1 or 2 and an employee may self-identify as being willing to accept such an offer prior to being asked.
4. A bargaining unit employee from a conventional store who is hired into a bargaining unit position at Real Canadian Superstore will be eligible for Option #1 outlined in Letter of Understanding #35, as will a Department Manager from a conventional store hired into a non-bargaining unit Department Manager position at a Real Canadian Superstore.

Yours truly,

Derrick Pittman
Vice President
Loblaw Companies Limited

LETTER OF UNDERSTANDING # 53

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers Union
Local 175
6628 Ellis Road
Cambridge, ON N3C 2V4

Dear Mr. Haggerty:

RE: BAYFIELD INSPIRED STORE

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement expiring July 1, 2021 and covers only those employees covered by full time and Appendix "A" (part time).

This will confirm the agreement reached between the Company and the Union during the recently renovated new concept Loblaw's Bayfield Inspire Store.

The following new positions may be employed and paid accordingly:

Assistant Customer Service Manager \$19.60/hr.

Assistant Produce Manager \$21.28/hr for schedule "A" successful candidates and \$20.21 for all other successful candidates.

Evening Clerk Position working 1 – 10 p.m. (unless by mutual consent), 5 days a week will be paid the clerk rate plus an additional \$1.00/hr premium.

A Non-Union Cooking School Coordinator. It is understood that the existing part time Community Room employees will be issued a lay-off in accordance with the collective agreement.

Yours truly,

Derrick Pittman
Vice President
Loblaw Companies Limited

LETTER OF UNDERSTANDING #54

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers Union
Local 175
6628 Ellis Road
Cambridge, ON N3C 2V4

Dear Mr. Haggerty:

RE: PART TIME TRANSFERS

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement expiring July 1, 2021.

There must be a need to hire or a vacancy in the store/department to which an employee wishes to transfer into.

In the event, an employee is interested in transferring to another department or store the employee would be required to submit their request to the Labour Relations Department three (3) times per year as follows:

1. January 15
2. May 15
3. September 15

Should an employee who made a transfer request in January wish to make a change to their original transfer request they must submit it no later than May 15 or September 15 otherwise the request submitted in January remain for the duration of the calendar year.

Upon receipt of the request a copy will be sent back to the employee and a copy to the Union. This will confirm the request was received. The request will be kept on file for the calendar year after which the request will be deemed to have expired and removed. In the event an employee is successful in transferring, the request is deemed to have expired. For clarity, an employee may only have one (1) request on file at any time for each 12 month interval and will need to be received on the outline above.

The transfer cannot result in the layoff to any other employee in the department at the time of the transfer.

When a vacancy presents itself, and an employee has properly filled a request on the appropriate due dates, and possesses the required skill, ability, qualifications, job knowledge and competence, the senior most employee shall be offered the transfer, provided that their seniority naturally "slots in", or that they elect to waive their seniority for purposes of departmental scheduling and call ins only, and sign and date such waiver, that will be copied to the employee, Company and the Union.

When subsequent senior vacancy presents itself, no junior employee will transfer in above a senior person currently on a waiver. In this case, the current departmental schedule would be “slotted up” to provide a less senior vacancy.

An employee may elect to exercise a “waiver” twice during the duration of the contract. Normal transfers, which occur by natural “slot in” of seniority do not count against the “waiver” option.

Yours truly,

Derrick Pittman
Vice President
Loblaw Companies Limited

LETTER OF UNDERSTANDING #55

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers Union
Local 175
6628 Ellis Road
Cambridge, ON N3C 2V4

Dear Mr. Haggerty:

RE: FULL TIME STEPPING DOWN

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement expiring July 1, 2021.

To be followed when a full time employee wishes to step down to a lower rated classification. Step down means, a full time employee requesting to step into a different full time classification with a lesser wage rate(exclusive of any premium etc.), or step down from full time status to part time status. It is understood and agreed that there is a job posting procedure in place and the step down procedure is not intended to circumvent the job posting procedure, therefore, requests to step down from a full time higher rated classification, to a lower rated classification, will be considered on an individual basis, taking into consideration the reason for the request.

1. The employee must complete a request for transfer form and forward a copy to the Industrial Relations department, indicating the position and location, in which they wish to step down to. Upon receipt of the request, the Industrial Relations Department will stamp the request and send a copy back to the employee and send a copy to the union, which will confirm that the request was received. Such validated request must be on file with the Industrial Relations Department, ten (10) days in advance of a vacancy. Request for transfer will be kept on file for a period of six (6) months, after which, they will be deemed to have expired.
2. Should a vacancy exist in the classification and location that the employee wishes to step down to, the Company will post the position, if a replacement is required. Employees who have a request to step down on file will be required to notify the Industrial Relations Department, prior to the down date of the posting that they have a validated request to step down on file for the posted position. Upon notification, the employee will be offered the opportunity to step into the posted position (provided the employee possesses the ability, skills and qualifications to do the job), and thereafter the posting will be rescinded. The posting must be rescinded within seven (7) days of being posted.
3. If there is more than one employee requesting to step down into the same classification and location, the senior employee with the skills, ability and qualifications will be offered the position first. Once the step down has been implemented, such employee cannot step down again, for a period of six (6) months.

If a replacement is required for the vacancy left by the employee who stepped into the original posted vacancy, the Company will post the job accordingly.

4. In the event that there is no full time position to which the employee can step into, the Company may elect to post the employees position (if a replacement is required) as per the collective agreement. Upon receipt of all applications to the posting, the Company will determine if the senior applicant is qualified for the posting, which would create the vacancy required to allow the employee who requested to step down, the opportunity to do so.
5. In the event that the posted vacancy listed in point # 4, will not facilitate the employee to step down, then the job posting will be rescinded.
6. Should the Company elect to create a full time position for the employee who wished to step down the Company will apprise the Union in advance of the job being posted. In this instance, the parties agree that the Company will not be required to post and/or replace the position, should a vacancy occur, by the incumbent or any other full time employee in that position and location.
7. Full time step down to part time status

Procedure

To follow the same procedure as set out in LOU #54.

If there is a need to hire, and the employee possesses the skill, ability and qualifications to perform the work, the employees request will be honored, prior to a new hire.

In the event more than one (1) employee requests to step down from full time to part time status, to the same store and the same part time position, the employee with the most seniority, will be given the first opportunity

Yours truly,

Derrick Pittman
Vice President
Loblaw Companies Limited

LETTER OF UNDERSTANDING #57

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers Union
Local 175
6628 Ellis Road
Cambridge, ON N3C 2V4

Dear Mr. Haggerty:

RE: STATUTORY HOLIDAY RESOLVE

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement expiring July 1, 2021.

Family Day is added to the list of recognized Statutory Holidays under the Zehrs Conventional collective Agreements.

Employees hired after the 2010 date of ratification shall not be eligible for premium pay for working on the Civic Holiday under the Zehrs conventional collective agreements.

The Employer commits to pay any outstanding year end stat pay comparison payments from 2014 by no later than within two (2) weeks of the date of ratification and all related grievances are hereby withdrawn by the Union. In Concept, the Union requires the year end stat pay comparison calculation for 2015 to include statutory holidays up to Labour Day. The Employer will pay out any final statutory payments under the 2015 stat pay comparison no later than Labour Day. It is understood that statutory holiday calculations will commence Labour Day, and in accordance with the Employment Standards Act.

Yours truly,

Derrick Pittman
Vice President
Loblaw Companies Limited

LETTER OF UNDERSTANDING #59

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers Union
Local 175
6628 Ellis Road
Cambridge, ON N3C 2V4

Dear Mr. Haggerty:

RE: BENEFIT COVERAGE

We wish to set out the following understanding, which shall be effective for the lifetime of the Collective Agreement, expiring July 1, 2021.

Notwithstanding the language of Article 33 of the Collective Agreement, the Company has found it more cost effective to provide the coverage described in the main body; and Article 1.19 of Appendix "A"; of the Collective Agreement directly, rather than through the purchase of insurance and, for that purpose, the Company has entered into an "Administrative Services Only" agreement with one or more insurers of the Company's choice.

The Company and the Union agree that notwithstanding anything in the Collective Agreement, the Company is responsible for providing the benefits described in Article 32 of the main body and Article 1.19 of Appendix "A". The Company and the Union further agree that notwithstanding anything in the Collective Agreement, all disputes in relation to the coverage described in Article 32 of the main body and Article 1.19 of Appendix "A", including, but not limited to, disputes about whether or not a claimant is entitled to a specific benefit, shall be considered subject to the grievance and arbitration procedure.

Yours truly,

Derrick Pittman
Vice President
Loblaw Companies Limited

LETTER OF UNDERSTANDING #62

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers Union
Local 175
6628 Ellis Road
Cambridge, ON N3C 2V4

Dear Mr. Haggerty:

RE: DEPARTMENT MERGERS

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement expiring July 1, 2021.

Where the Company determines that it is operationally appropriate to merge existing food or DSTM departments the following protocol shall apply for full time and part time employees:

- 1) The Company shall provide the union and employees with 60 days notice.
- 2) Employees of the merging departments shall have their seniority "dovetailed" for all purposes.
- 3) At the time that departments are merged the Company will calculate the three (3) month average weekly hours of each employee. All employees will be assured this number of hours for three (3) months following the combining of departments provided that they maintain their availability as it was during the preceding three (3) months. In the event that the merger of departments occurs following a seasonal peak period (i.e. spring, Christmas) each employee's weekly average hours will be calculated based on a three (3) month time period preceding the peak seasonal period. An employee on an approved leave of absence will have their hours assured for three (3) months following their return to work. Their average will be based on the three (3) months immediately preceding their leave subject to the same seasonal peak season considerations outlined above.

Yours truly,

Derrick Pittman
Vice President
Loblaw Companies Limited

LETTER OF UNDERSTANDING #63

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers Union
Local 175
6628 Ellis Road
Cambridge, ON N3C 2V4

Dear Mr. Haggerty:

RE: SIGNIFICANT INTER-DEPARTMENT PRODUCT MOVEMENT

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement expiring July 1, 2021.

Where the Company determines that product sold in one department will be moved to another department and this movement of product is anticipated to result in a reduction of more than twenty (20) hours of work in a department the following protocol shall apply:

- 1) The Company shall provide the union with 14 days notice.
- 2) The Company will determine using its best judgement how many employees should be selected in reverse order of seniority and moved with the product to the department or departments that the product is being moved to.
- 3) An employee who is being moved will be provided a minimum of 1 weeks' notice and shall carry their full seniority to their new department.
- 4) The employee(s) being moved shall have their seniority dovetailed with employees of the existing department.

Yours truly,

Derrick Pittman
Vice President
Loblaw Companies Limited

LETTER OF UNDERSTANDING #64

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers Union
Local 175
6628 Ellis Road
Cambridge, ON N3C 2V4

Dear Mr. Haggerty:

RE: TEMPORARY MOVEMENT OF EMPLOYEES BETWEEN BANNERS/LOCALS

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement expiring July 1, 2021.

UFCW locals 1000A, 175 and 633 agree that Company requests to the Union Representative to temporarily move employees between banners or locals (where such movement is otherwise precluded by the collective agreements) will not be unreasonably denied. It is understood that such temporary movements are intended to address urgent operational needs and employees so moved shall continue to be covered by the terms of their home store's collective agreement. Such movement will occur having determined that no reasonable and expedient alternative exists to address the urgent operational need.

Yours truly,

Derrick Pittman
Vice President
Loblaw Companies Limited

LETTER OF UNDERSTANDING #65

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers Union
Local 175
6628 Ellis Road
Cambridge, ON N3C 2V4

Dear Mr. Haggerty:

RE: TEMPORARY URGENT NEEDS

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement expiring July 1, 2021.

Due to Temporary Urgent needs, employees may be required to temporarily perform work outside of their department. Employees will appear on the schedule of their own department only.

Yours truly,

Derrick Pittman
Vice President
Loblaw Companies Limited

LETTER OF UNDERSTANDING #67

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers Union
Local 175
6628 Ellis Road
Cambridge, ON N3C 2V4

Dear Mr. Haggerty:

RE: CLASS HOURS CREDIT

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement expiring July 1, 2021.

Full time and part time employees who temporarily perform work outside of the bargaining unit (e.g. maternity relief of a Superstore department head) shall upon the completion of such temporary assignment be credited with an appropriate number of class hours to recognize their work outside of the bargaining unit.

Yours truly,

Derrick Pittman
Vice President
Loblaw Companies Limited

LETTER OF UNDERSTANDING #68

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers Union
Local 175
6628 Ellis Road
Cambridge, ON N3C 2V4

Dear Mr. Haggerty:

RE: PHARMACY OPERATIONS

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement expiring July 1, 2021.

As a result of ongoing changes within the pharmacy industry and legislation aimed at increasing pharmacy patient safety the following shall apply to pharmacy operations covered by this collective agreement.

The term "Pharmacy Technician" shall be used in reference to out-of-scope government regulated Pharmacy Technicians only. Current and future in-scope employees of the pharmacy will be titled as "Pharmacy Assistants" or "Pharmacy Clerks".

A Pharmacy Assistant shall be defined as an employee who possesses the demonstrated knowledge and ability to manage a new prescription from intake to the Pharmacist/Pharmacy Technician's sign off. A standardized Employer designed and administered Pharmacy Assessment (known as the Standardized Pharmacy Assessment) will be used to assess the above. Employees hired externally or from within the store must also pass the Standardized Pharmacy Assessment in order to work as a Pharmacy Assistant. Pharmacy Assistants shall be paid a minimum of \$1 per hour more than they would otherwise be paid as a Pharmacy Clerk. The Employer shall determine the Pharmacy Assistant staffing requirements in its sole discretion. All employees currently known as Pharmacy Technicians are being provided the opportunity to write the standardized pharmacy assessment and if they pass they will be paid an extra \$1.00 per hour in accordance with the minimum hourly pay applicable to the assistant pharmacy classification.

A Pharmacy Clerk shall be defined as an employee who works within the pharmacy but is not assigned to perform the full normal duties of a Pharmacy Assistant. The minimum hourly rates of pay for Pharmacy Clerks are the same minimum hourly rates of pay applicable to other Clerk classifications covered by this collective agreement.

A Pharmacy Clerk may express an interest in becoming a Pharmacy Assistant and they will be afforded the opportunity to do so provided that they are able to demonstrate the knowledge and ability to manage a new prescription from intake to the Pharmacist/Pharmacy

Technician's sign off (as determined by the Standardized Pharmacy Assessment) and provided that there is a suitable opening as determined by the Employer.

It is understood that the Pharmacy Assistant classification in conjunction with associated scheduling and the implementation of the Standardized Pharmacy Assessment have been completed. Existing pharmacy employees directly affected by the initial implementation of these changes shall not experience a reduction in their rate of pay.

Yours truly,

Derrick Pittman
Vice President
Loblaw Companies Limited

LETTER OF UNDERSTANDING #70

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers Union
Local 175
6628 Ellis Road
Cambridge, ON N3C 2V4

Dear Mr. Haggerty:

RE: MINIMUM WAGE GAP

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement expiring July 1, 2021.

In the event minimum wage goes above the part time clerk end rate of pay, then the gap from the end rate to the minimum wage rate prior to the increase in minimum wage will be maintained for the life of the agreement.

Yours truly,

Derrick Pittman
Vice President
Loblaw Companies Limited

LETTER OF UNDERSTANDING #71

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers Union
Local 175
6628 Ellis Road
Cambridge, ON N3C 2V4

Dear Mr. Haggerty:

RE: NO DISCRIMINATION

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement expiring July 1, 2021.

There shall be no discrimination on account of race, colour, creed, national origin, sex, sexual orientation, gender identity, gender expression, age or membership in the Union and the Employer agrees to abide by the Ontario Human Rights Code.

The Union and the Employer agree that locations covered by this collective agreement shall be free of all harassment. The Employer and the Union agree to cooperate with each other in preventing and eliminating harassment in the workplace as quickly as possible.

There shall be zero tolerance for customer rudeness, impropriety and abuse. No employee shall be required to continue to serve a customer who has engaged in any of these behaviours. Management shall take proactive steps to discourage improper customer behaviour.

Yours truly,

Derrick Pittman
Vice President
Loblaw Companies Limited

LETTER OF UNDERSTANDING #72

July 1, 2015

Mr. Shawn Haggerty, President
United Food and Commercial Workers Union
Local 175
6628 Ellis Road
Cambridge, ON N3C 2V4

Dear Mr. Haggerty:

RE: DATE OF RATIFICATION - LOCALS 175 & 633 STORES

The Parties Agree the following are the ratification dates for stores covered by Locals 175 and 633:

Former Local 1977 Stores: June 16, 2015
Ottawa Loblaws (GFS Stores): June 14, 2015
Windsor GFS/Superstore: July 9, 2015
Superstores 2800, 2801 & 2806: June 23, 2015

Yours truly,

Derrick Pittman
Vice President
Loblaw Companies Limited