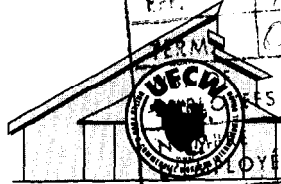


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\* A Union with Members that Care \*

**COLLECTIVE AGREEMENT**

between

**ZEHR'S MARKETS**  
A Division of Zehrmart Limited

and

**UNITED FOOD  
AND COMMERCIAL  
WORKERS UNION  
LOCAL 1977**

June 29, 1994  
to  
June 28, 2000

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\* A Union with Members that Care \*

## COLLECTIVE AGREEMENT

between

**ZEHRS MARKETS**  
A Division of Zehrmart Limited

and

**UNITED FOOD  
AND COMMERCIAL  
WORKERS UNION  
LOCAL 1977**

June 29, 1994  
to  
June 28, 2000

## **Where are You?**

**If you have moved,  
please complete the change  
of address form,  
located at the back of this  
Collective Agreement,  
and forward it to the  
Local Union office  
via your store courier.**

It is important that the Local Union  
be made aware of your current mailing  
address to ensure that pertinent information  
regarding benefits, pensions, etc.,  
may be mailed to you.

## Letter from the President

The year 1994 proved to be one of the most difficult years U.F.C;W. members have ever faced in negotiations. Retail food members of our union were faced with wage cut backs, loss of or severe reductions in benefits, and finally job losses.

These industry realities and a struggling economy posed great problems for your negotiating committee when we sat down to negotiate with Zehrs. The direction you provided in proposal meetings was to improve our pension, wages, benefits (both part time and full time), protect the voluntary aspect of Sunday Work, and provide job security for all full time employees including the meat department, and the committee was able to achieve these. I believe the settlement meets our needs - past, present and future.

The breakthrough on pension past service increases will enable our long term members who helped build our local Union and Zehrs to retire with respect and dignity. Improvements to our benefit plans including a prescription drug card for full and part time members, as well as dependant coverage for part time members in hardship circumstances, were major gains. I believe the preservation of voluntary Sunday Work, leaves of absence for educational purposes, wage increase in each year, cost of living allowances, and job assurances for full time employees, for the six year term of the agreement, provide stability for you the member, which allows the Company the opportunity to grow. This in turn will provide new full time jobs and opportunities for existing employees to advance.

The entire negotiating committee and I are proud of the agreement and pleased that so many of you participated in the discussions during the ratification meetings. More than seventy-five percent (75%) of the voting membership supported the recommendation of the committee to accept the proposed agreement.

On a personal note, I would like to thank each member of the Table Negotiating Committee for their hard work, and commitment to their fellow members and their needs, but most importantly, for their input. Their input has aided in making Local 1977 a strong, progressive and caring union we can all be proud to be members of.

Brian Williamson  
President & Chief Executive Officer  
U.F.C.W. Local 1977

## What Do I Get for My Dues?

There are several services that are provided to members that are paid for from your dues. Some of these services go unnoticed as they do not affect you on a daily basis, and some do affect you on a daily basis but go unnoticed as they seem to be provided as a matter of fact.

Your Collective Agreement, and the negotiating of it, is a service provided by your Local Union. It is a legal and binding document that spells out your working conditions, wages, benefits and seniority rights. Literally, hundreds of thousands of dollars are spent to enforce the terms of your Collective Agreement. This is done by training and upgrading the skills of Stewards and full time Union Representatives to understand and use the Grievance and Arbitration provisions of your Collective Agreement to ensure that your rights are protected, and the employer obligations are lived up to. Lawyers are sometimes used at the direction of your Local Union for assistance, and information to ensure your rights.

Your Local Union provides ten (10) full time staff to service the needs of the membership. There are six (6) full time field staff (Union Representatives) who service the units where you work, supporting the Stewards that you elect, and acting on your behalf with management in enforcing your rights under the Collective Agreement.

Your Local Union also provides a full time Workers' Compensation/Benefits Representative who acts on your behalf with the employer and the Workers' Compensation Board on benefit issues, handling claims, appeals and hearings, and modified/return to work issues.

Three (3) full time Support Staff Secretaries are provided by the Local Union to service the members and assist the Staff in providing, processing and meeting the needs of over five thousand (5000) members.

As well, this Staff acts on your behalf in supporting and fighting for fair labour legislation, handles Labour Board hearings, Unemployment Insurance Commission appeals, Health and Safety issues and complaints, Human Rights Commission issues and complaints, Pay and Employment Equity legislation issues, act as Trustees on benefit plans, and act on your behalf with community and Government on issues that can affect you.

Organizing of new members is another service that is provided by your Local Union. Similar to businesses competing over market share, it is important to note that Unions and their membership are affected by the share of the market that is unionized in a given area. As a general rule, the higher that the percentage of unionization is in a given area for similar businesses, so goes the rates of pay and level of benefits.

Communication is a key element and service of your Local Union. We make use of the telephone, media, polls and surveys, bulletins and bulletin boards, newsletters, mail outs, regular meetings, Stewards and full time Union Representatives to hear from you and to keep you informed of events that can or may affect you and your Local Union.

Your Local Union believes in and is pro-active in the training and education of members, Stewards and Staff. As Collective Agreements, rules and Government legislation changes, ongoing training and education takes place so as to provide the best possible representation and service to and on behalf of the members.

Each year the opportunity is provided to members and children of members to access several different educational scholarships. Your Local Union as well, provides eight (8) educational scholarships of five hundred dollars (\$500.00) each to members or children of members, each year.

Your Local Union provides access to three (3) Strike Funds (International, Canadian Council, Local Union) to provide

for members in the event of a legal strike. One dollar (\$1.00) per month from each member's dues goes directly into your Local Union Strike Fund, to be administered by the Local Union in the best interests of the members, and in the event of a legal strike.

Your dues, as reported on your T<sup>4</sup> slip each year, can and should be claimed by you at Income Tax time.

Democracy is one of the most important rights that you can have as a member of this Local Union. You are entitled to nominate, run and vote for elected positions.

It is your Local Union, put it to work for you, attend union meetings so that your voice, opinion and vote is heard, and so that you can hear the voice, opinion and vote of your fellow members.

Scott B. Penner  
Secretary-Treasurer  
U.F.C.W. Local 1977



### **What is a Union Steward?**

A Union Steward is an elected, front-line representative of the United Food and Commercial Workers. It is his/her duty to give you advice on your rights and to represent you to management in the first stage of the grievance procedure.

Bring any suspected violation of this Agreement to the attention of the Union Steward as soon as possible, because the time limits may be important in winning your grievance. A Union Steward cannot work miracles and solve your problem on the spot, but he/she will either give you an answer or find out the answer to your problem by contacting the Union Representative.

Union Stewards are all volunteers. They receive no pay for their important work and have a lot of responsibility. Treat them with consideration, as you would any friend who tries to assist you.

Your Steward can assist you in winning your rights under this Collective Agreement, but only if you stand together with the Steward.

Despite the difficulties involved in the job, being a Union Steward can be a rewarding and educational experience. If you're not afraid to ask that your legal contract rights be respected by management and if you also enjoy helping people, talk to your Union Representative. You might make a good Union Steward.

### **U.F.C.W. Local 1977**

We have been looking after your interests on a daily basis and negotiating with your employer since 1977.

A qualified, dedicated staff of Union Representatives work more than full time to negotiate, service, enforce and

protect your rights provided for in this Collective Agreement and by Government legislation.

Your elected officers, and elected Executive Board, are responsible for directing and co-ordinating the resources of Local 1977, so that your interests are best served.

### **United Food and Commercial Workers**

The United Food and Commercial Workers is one of the largest, most powerfull and respected Unions in North America. You are one of 185,000 members in Canada, and 1.3 million throughout Canada and the United States.

U.F.C.W. is the result of a giant merger between two former Unions, the Amalgamated Meat Cutters and Butcher Workmen of North America and the Retail Clerks International Union, to which our locals belonged. The merger creating U.F.C.W. took place on June 6, 1979. This unification produced a Union which is even more capable of protecting and improving the wages, benefits, working conditions and job security of our membership.

A very large percentage of the goods stocked on supermarket shelves are processed by U.F.C.W. members, all over Canada.



# COLLECTIVE AGREEMENT

between

**ZEHR'S MARKETS**

A Division of Zehmart Limited

and

**UNITED FOOD  
AND COMMERCIAL  
WORKERS UNION  
LOCAL 1977**

June 29, 1994

to

June 28, 2000

## TABLE OF CONTENTS

Article	Page
1 Recognition .....	1
2 Union Security .....	2
3 Grievance and Arbitration .....	4
4 Discharge and Discipline .....	7
5 Union Representation .....	7
6 Seniority .....	8
7 Management Rights .....	13
8 Bereavement Leave .....	14
9 Leave of Absence.....	14
10 Maternity Leave .....	15
11 Notice Board .....	15
12 Union Decals .....	15
13 Credit for Previous Experience .....	16
14 Paid Holidays .....	16
15 Rest Periods .....	18
16 Lunch or Dinner Breaks .....	19
17 Hours of Work for Full Time Hourly Rated Employees.. .....	19
18 Call-In .....	20
19 Split Shifts .....	21
20 Overtime for Full Time Hourly Rated Employees.. .....	21
21 Days Off .....	23
22 Night Shopping Premium .....	23
23 Night Shift Premium .....	24
24 Temporary Assignments .....	25
25 Refrigeration Checks .....	25
26 Notice of Absence .....	26
27 Dismissal Notice or Pay .....	26
28 Strikes or Lock Outs .....	27
29 Safety Committee .....	28
30 Jury Duty .....	28
31 Annual Vacations for Full Time Employees .....	29
32 Christmas Bonus .....	32
33 Benefits.. .....	32
34 Salaried Employees .....	41
35 Wage Rates and Job Classifications .....	43

36	Retroactivity .....	46
37	Office Clerk (Back Up) .....	46
38	Part Time Employees .....	46
39	Expiration and Renewal .....	46
	Wage Progression Schedules for All	
	Full Time Employees .....	48-68
	<b>Appendix "A" - Part Time Employees</b>	
1.01	Part Time Employees .....	69
1.02	Seniority .....	69
1.03	Hours of Work .....	73
1.04	Scheduling of Hours .....	74
1.05	Call-In .....	76
1.06	Work on Sundays .....	77
1.07	Lunch Periods .....	78
1.08	Rest Periods .....	78
1.09	Overtime .....	79
1.10	Night Shift Premium .....	79
1.11	Temporary Assignments .....	80
1.12	Office Clerk (Back Up) .....	80
1.13	Notice of Absence .....	81
1.14	Bereavement Leave .....	81
1.15	Paid Holidays .....	82
1.16	Vacations .....	83
1.17	Jury Duty .....	83
1.18	Dismissal Notice or Pay .....	84
1.19	Benefits .....	85
1.20	Wage Rates and Job Classifications .....	87
	Wage Progression Schedules of All	
	Part Time Employees .....	91,93
	<b>Appendix "B" - Front End Service Clerk</b>	
	<b>Letters of Understanding</b>	
	<b>NO.</b>	
1	In Store Opportunity Bulletin .....	99
2	C.C.W.I.P.P. - Pension Plan Contribution	
	Schedule .....	101
3	Layoff and Displacement and Recall	
	Full Time .....	103
4	Layoffs - Part Time Employees .....	107
5	Lateral Transfers .....	108
6	Seniority List - Part Time - Full Time .....	109

7	F/T Employee Returning to Former F/T Classification..	110
8	Undertakings Between Company and Union . .	111
9	Hours of Work for Full Time Hourly Rated Employees	115
10	Article 11 - Notice Board	116
11	Article 17.03 (b) - Hours of Work for Full Time Hourly Rated Employees	117
12	Article 21.03 Days Off	118
13	Snow Storms and Lost Hours "Make-up" Opportunity	119
14	Registered Retirement Savings Plan	122
15	Hiring New Full Time Employees..	123
16	Temporary Postings	124
17	Senior Grocery Clerk	126
18	Health & Beauty Aids/Head General Merchandise Clerk	127
19	Certified Training (Bill 208)	128
20	Ontario Health Insurance Plan	129
21	Store Closures	130
22	Voluntary Sunday Work	131
23	Modified Work Program Joint Committee..	133
24	Health and Safety Issues	135
25	Counter Ready Meats..	136
26	Scheduling Changes (Full Time and Part Time)	138
27	Consecutive Scheduling of Night Crew	139
28	Credit Unions (Full Time and Part Time)	140
29	Information Meetings	141
30	Electronic Pay Deposits (Full Time and Part Time)	142
31	Consumer Price Index	143
32	Full Time Personal Assurance	144

**COLLECTIVE AGREEMENT**

**BETWEEN:**

**ZEHR'S MARKETS, A DIVISION OF ZEHRMART  
LIMITED** (hereinafter referred to as the "Company")  
of the first part,

**AND:**

**UNITED FOOD AND COMMERCIAL WORKERS  
UNION, LOCAL 1977** (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** The Company recognizes the United Food and Commercial Workers Union, Local 1977 as the sole agency for the purpose of Collective Bargaining for all employees of Zehrs Markets, A Division of Zehrmart Limited, save and except Store Managers 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.

**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.



**ARTICLE 2 - UNION SECURITY**

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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.

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(b) At the time of hiring, all employees shall sign pension and dental application 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 biweekly 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 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.

**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.

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### **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. ' 1

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. 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 pre-date 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 two (2) Shop Stewards

and one (1) Assistant Shop Steward for each store. Such Shop, 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 Shop 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.

**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.

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1 (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.

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- 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)(i).

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**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.

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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.

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**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 33.06 last paragraph) verifying such absence to the Company's satisfaction.

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**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 that are conducted within a store the Company shall advise the Union prior to such tests.

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.

ARTICLE 8 - BEREAVEMENT LEAVE

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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 term "immediate family" shall mean spouse, parent, 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.

ARTICLE 9 - LEAVE OF ABSENCE

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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)

<sup>62</sup> 3 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.

<sup>62</sup> 3 ~~A-b~~ <sup>new</sup> 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, employees will not accumulate seniority and any wage progression increases shall be suspended. When the employee returns to work at the conclusion of the leave of absence, such employee will receive his rate in effect at the time he commenced the leave. The leave of absence is deemed to cover the full school term. In the event that an employee works during the leave, such time will not be credited towards seniority.

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**ARTICLE 10 -MATERNITY LEAVE**

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

(b) Employees may elect in writing to defer eligible vacation and/or Christmas bonus.

**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.

**ARTICLE 12 - UNION DECALS**

**12.01** The Company agrees that the Union may promi-

nently 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 nine (9) paid holidays for full time employees who have completed the probationary period.

New Year's Day      Boxing Day  
Thanksgiving Day    Good Friday

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Dominion Day	Christmas Day
Labour Day	Civic Holiday
Victoria 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** When a paid holiday is observed on a Saturday or on an employee's scheduled day(s) off, or Sunday, the following day or days shall be granted for the paid holiday or pay given in lieu of paid holiday.

**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 (1-1/2) 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 (1-1/2) 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 (1-1/2) 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 (1-1/2) 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, Workers' Compensation 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 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 (1/2) 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**

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**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.

**17.02** Employees in the classification of Cashier, Service Clerks, Grocery-Produce Clerk, Wrapper, Head Bake Off Clerk, Head General Merchandise 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, Senior Clerks, Meat Cutter, Meat Manager, Assistant Meat Manager, Head Deli Clerk, Produce Manager, Bakery Manager, Lead Hand Baker and Baker will not be designated to work more than two (2) nights per week for customer shopping convenience.

**(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.

**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 (1/2) 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 work schedule for all employees will be prepared in ink with the hours totalled and posted in each store by Thursday noon for the following week. A copy of the weekly work schedule will be made available to the Stop 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.

**ARTICLE 18 - CALL-IN**

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**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 (1-1/2) 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) 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 scheule 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.

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(b) i) All work on Sunday to be voluntary.

- ii) One dollar and sixty cents (\$1.60) premium to be paid for all hours worked-day, which is related to the store opening for business. 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 clos-

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ing on Sunday. (Night Crews and Office Clerks premiums to continue to be paid.)

- iii) 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 I.04 (b) of Appendix "A" will not apply to these hours).
- iv) Hours worked on Sundays will be over and above the normal scheduled work week.
- v) Full time and part time employees 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.
- vi) Full time employees shall be deemed to include salaried employees for the purposes of the Sunday premium only.

**20.04** (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.

**20.05** 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.

**20.06** 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 (1-1/2) 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 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** All employees who desire to have Saturdays off shall be granted at least one (1) Saturday 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**

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**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 seventy-five cents (75¢) per hour will be paid to all night shift employees for all hours so worked. Non-night shift employees will receive the seventy-five cents (75¢) 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.

**23.02** A night shift employee who is in charge of the night crew shall be referred to as the Night Crew Chief and shall be paid a premium of one dollar and thirty cents (\$1.30) per hour over his clerk rate. This night crew chief premium shall be paid to such an employee for all night shift hours worked.

**23.03** The Company agrees that a Night Crew Chief will be assigned to each night of each night shift operation.

**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 Chief, 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 Assistant Store Manager, Produce Manager, Meat Manager, Bakery Manager or Office Clerks 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 (1/2) 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**

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**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 - SAFETY COMMITTEE**

**29.01** 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.

**29.02** The Company agrees to continue its practice of having Health and Safety Committees in each location and all members of Health and Safety Committees will assist in the enforcement of any and all safety regulations and required work practices.

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**29.03** The Company recognizes and believes strongly in the fundamental principles of Health & Safety in the workplace. The Company will continue its involvement, and is committed to, the Executive Joint Health and Safety Committee which is administered jointly by the Union and the Company. This Committee will meet regularly during the life of the agreement.

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**ARTICLE 30 - JURY DUTY**

**30.01** 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 (1/2) day or more), or if the jury duty occurs on the employee's scheduled day off.

**ARTICLE 31 - ANNUAL VACATIONS FOR FULL TIME EMPLOYEES**

**31.01** (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. 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.

(d) Part time employees who become full time employees after January 1, 1991, shall have vacation entitlement as per Article 1.02 (c).

**31.02** (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' com-

pleted 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' continuous service to June 30, shall be required to take one (1) week vacation off.

511 / 01 - 02 ✓

**31.03** 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.

511 / 04 - 03 ✓

**31.04** 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.

511 / 09 - 04 ✓

**31.05** 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.

511 / 15 - 05 ✓

**31.06** 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.

54 / 25 - 06 ✓

**31.07** 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.

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**31.08** 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 in accordance with the above vacation provisions.

**31.09** 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.

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.

**31.10** 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.

**31.11** 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.

#### **ARTICLE 32 - CHRISTMAS BONUS**

**32.01** (a) The Company agrees that it will pay a yearly Christmas Bonus of two percent (2%) of total earnings.

(b) During the first twenty-four (24) months of employment, part time employees hired after the date of ratification shall be entitled to a yearly Christmas bonus of one (1%) of total earnings.

(c) Total earnings shall mean payments based on T4 box "C" earnings less any Taxable Benefits and the previous year's Christmas Bonus.

#### **ARTICLE 33 - BENEFITS**

**33.01** The Company agrees that the following benefits shall be in effect, as set out in this Article, during the term of this Agreement.

33.02 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.

**33.03 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**

70B ✓ 74 ✓  
100 ✓ 06/1/90 ✓

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.

**LONG TERM DISABILITY**

70d ✓  
100 ✓

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

75 ✓ 9301-9991800 ✓  
9501-9991850

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

75 ✓ 9701-9991850 ✓  
9901-9992000 ✓

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.

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

**GROUPLIFE INSURANCE**

700 ✓ 72 ✓  
100 030

Effective January 1, 1991, thirty thousand dollars (\$30,000.00) for all full time employees.

Effective January 1, 1995, the Company agrees to provide to full time employees, Life Insurance for the Spouse (\$3000.00) and Dependant Children (\$1000.00).

All benefits are subject to the provisions of the policy.

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

**33.04 SUPPLEMENTARY MEDICAL EXPENSE BENEFITS**

701-3 ✓ 71 ✓  
100 1

a) This plan provides for coverage over and above O.H.I.P. (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. 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. Effective at the earliest possible time.

10G ✓  
100 c) **VISION CARE** - Effective January 1, 1993, full time employees and their eligible dependants are eligible for vision care benefits (glasses and contacts) once every twenty-four (24) months to a maximum of one hundred dollars (\$100.00) - no deductible.

Effective January 1, 1995, full time employees and their eligible dependants are eligible for vision care benefits (glasses and contacts) once every twenty-four (24) months to a maximum of one hundred and twenty-five dollars (\$125.00) - no deductible.

### **33.05 SICK PAY ALLOWANCE**

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

73  
90000 J  
**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 (1/2) day will not be eligible for the Sick Pay Allowance. An employee who works less than one-half (1/2) day will be eligible to receive the Sick Pay Allowance on one-half (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.

### **33.06 COMPENSATION ACCIDENTS AND MODIFIED WORK**

a) The Company shall pay an employee for time lost resulting from a compensable accident during the period on the first day which is not covered by Workers' Compensation 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) Full time employees awaiting W.C.B. or Weekly Indemnity claims will be advanced an amount equal to the Weekly Indemnity Benefit paid to an employee when they would normally receive their pay.

d) These monies will be reimbursed to the Com-

pany once the claim has been processed.

e) Form 7's and any challenges to W.C.B. claims will be forwarded to the Union.

f) The Company recognizes and believes strongly in the benefits of a rehabilitation program for employees who have been injured on the job or are recuperating from personal injury or illness. To this end the Company and the Union have formed and are committed to a jointly administered Modified/Return to Work Committee. This Committee will meet on a regular basis throughout the life of this agreement.

**33.07 PENSION PLAN -EFFECTIVE MAY 10, 1981**

**Contributions - Current Service**

Effective December 29, 1991 - to **forty-seven cents (47¢)** per hour (from forty-one cents (41¢))

Effective January 2, 1994 - to **forty-nine cents (49¢)** per hour from (forty-seven cents [47¢])

Effective January 1, 1995 - to **fifty-two cents (52¢)** per hour (from forty-nine cents [49¢])

Effective December 31, 1995 - to **fifty-five cents (55¢)** per hour (from fifty-two cents [52¢])

Effective December 29, 1996 - to **fifty-eight cents (58¢)** per hour (from fifty-five cents [55¢])

Effective January 4, 1998 - to **sixty-one cents (61¢)** per hour (from fifty-eight cents [58¢])

Effective January 3, 1999 - to **sixty-five cents (65¢)** per hour (from sixty-one cents [61¢])

## 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 28, 1994, the Company agrees to increase all of the previous Canadian Commercial Workers Industry Pension Plan accrued benefits to thirty-six dollars (\$36.00) 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 28, 1994. For the purpose of clarity, vested non employees or pensioners, are not included.

77F ✓  
I 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-time employees. Hours paid and worked is defined as regular hours, overtime hours, vacation, paid holidays, sick days, bereavement and jury duty to a maximum of thirty-nine (39) hours per week per employee, but shall not include Weekly Indemnity or Workers' Compensation payments.

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, 1993.

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 with respect to its employees covered by the Canadian Commercial Workers Industry Pension Plan.

$\frac{10e}{998}$  ✓

$\frac{11}{9}$  ✓

**33.08 DENTAL PLAN - EFFECTIVE MAY 10, 1981**

a) Effective January 2, 1994, the Company agrees to contribute eighteen cents (18¢) 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 33.07 (a).

b) Effective July 1, 1995, the Company agrees to contribute nineteen cents (19¢) 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 33.07 (a).

c) Effective June 29, 1997, the Company agrees to contribute twenty cents (20¢) 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 33.07 (a).

d) Effective June 27, 1999, the Company agrees to contribute twenty-one cents (21¢) 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 33.07 (a).

e) 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.

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 each of the Company's four (4) week accounting periods.

f) In the event that the Trustees of the dental plan determine that on the basis of an actuarial evaluation that additional contributions are required from the participating members of the dental plan, the Company agrees to make additional contributions up to two cents (02¢) per hour, but only after June 28, 1996.

**33.09 U.F.C.W. LOCAL 1977/ZEHRS TRAINING AND EDUCATION TRUST FUND - EFFECTIVE MAY 10, 1981**

a) Effective July 1, 1991, the Company agrees to contribute fifteen cents (15¢) per hour to the U.F.C.W. Local 1977/Zehrs Training and Education Trust Fund for all hours paid and worked by all full time and part time employees to a maximum of five dollars and eighty-five cents (\$5.85) per week per employee.

Hours paid and worked as defined and set out in Article 33.07 (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.

**33.10 MAP/EAP JOINT COMMITTEE - EFFECTIVE JANUARY 3, 1993**

Effective January 2, 1994, the Company agrees to contribute three cents (3¢) per hour to the United Food and Commercial Workers Union Local 1977 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 seventeen cents (\$1.17) per week per employee.

Effective July 1, 1995, the Company agrees to contribute four cents (4¢) per hour to the United Food and Commercial Workers Union Local 1977 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 fifty-six cents (\$1.56) per week per employee.

Effective June 29, 1997, the Company agrees to contribute five cents (5¢) per hour to the United Food and Commercial Workers Union Local 1977 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 34 - SALARIED EMPLOYEES**

**34.01** The following classifications shall be considered as salaried employees: Assistant Store Manager, Meat Manager, Produce Manager and Bakery Manager.

**34.02** 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.

**34.03** 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) It is agreed that when granting time owing, it is scheduled in consultation with the Store Manager.
- 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.

**34.04** The following Articles are not applicable to salaried

employees: 22, 23.

**ARTICLE 35 - WAGE RATES AND JOB CLASSIFICATIONS**

50A ✓

**35.01** All full time employees covered by this Agreement shall be paid in accordance with Schedule "A" effective June 29, 1994.

**35.02** Effective July 1, 1995, all full time employees covered by this Agreement who are on the payroll of the Company as of date of ratification (September 28, 1994) shall receive a wage increase of twenty cents (20¢) per hour, and the wage progression schedule shall be as set out in Schedule "B".

**35.03** Effective June 30, 1996 all full time employees covered by this Agreement who are on the payroll of the Company as of date of ratification (September 28, 1994) shall receive a wage increase of twenty-five cents (25¢) per hour, and the wage progression shall be as set out in Schedule "C".

**35.04** Effective June 29, 1997 all full time employees covered by this Agreement who are on the payroll of the Company as of date of ratification (September 28, 1994) shall receive a wage increase of twenty-five cents (25¢) per hour, and the wage progression shall be as set out in Schedule "D".

**35.05** Effective June 28, 1998 all full time employees covered by this Agreement who are on the payroll of the Company as of date of ratification (September 28, 1994) shall receive a wage increase of thirty cents (30¢) per hour, and the wage progression shall be as set out in Schedule "E".

**35.06** Effective June 27, 1999 all full time employees covered by this Agreement who are on the payroll of the Company as of date of ratification (September 28, 1994) shall receive a wage increase

of thirty-five cents (35¢) per hour, and the wage progression shall be as set out in Schedule "F".

**35.07** 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.

**35.08** 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.

**35.09** 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.

#### **35.10 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 36 - RETROACTIVITY**

**36.01** 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 the date of ratification.

**ARTICLE 37 - OFFICE CLERK (BACK UP)**

**37.01** Any employee who performs the duties of an 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 Office Clerk classification.

**37.02** 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 38 - PART-TIME EMPLOYEES**

**38.01** 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 39 - EXPIRATION AND RENEWAL**

**39.01** The Agreement shall be effective from June 29, 1994, and shall remain in full force until June 28, 2000, 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 28th day of September, 1994.

**ZEHR'S MARKETS**

**A DIVISION OF ZEHRMART LIMITED**

William Herzog	Sharon Hughes
Chuck Gyles	John Trussler
Bob Bagley	Paul Mansbridge
Dave Foster	

**UNITED FOOD AND COMMERCIAL WORKERS**

**UNION - LOCAL 1977**

Brian Williamson	Scott Penner
Deb Kaufman	Bob Kearney
Alex Irvin	Roy Bryden
Darlene Duemo	Dave Fisher

**SCHEDULE "A"**  
**ZEHRS MARKETS**  
**WAGE PROGRESSION SCHEDULE**  
**EFFECTIVE JUNE 29, 1994**

48

<b>ASSISTANT STORE MANAGER, PRODUCE MANAGER, MEAT MANAGER AND BAKERY MANAGER</b>									
<b>Store</b>	<b>Volumes</b>	<b>Start</b>	<b>Rate</b>	<b>6 Months Rate</b>		<b>12 Months Rate</b>		<b>18 Months Rate</b>	
<b>0</b>	-200,000	\$676.65	\$17.35	\$691.47	\$17.73	\$711.36	\$18.24	\$778.05	\$19.95
200,001	-325,000	\$684.45	\$17.55	\$699.27	\$17.93	\$719.55	\$18.45	\$786.24	\$20.16
325,001	-450,000	\$692.64	\$17.76	\$707.46	\$18.14	\$727.74	\$18.66	\$794.43	\$20.37
Over 450,000		\$700.44	\$17.96	\$715.26	\$18.34	\$735.54	\$18.86	\$802.23	\$20.57

**SCHEDULE "B"**  
**ZEHRS MARKETS**  
**WAGE PROGRESSION SCHEDULE**  
**EFFECTIVE JULY 1, 1995**

49

<b>ASSISTANT STORE MANAGER, PRODUCE MANAGER, MEAT MANAGER AND BAKERY MANAGER</b>									
<b>Store</b>	<b>Volumes</b>	<b>Start</b>	<b>Rate</b>	<b>6 Months Rate</b>		<b>12 Months Rate</b>		<b>18 Months Rate</b>	
0	-200,000	\$676.65	\$17.35	\$691.47	\$17.73	\$711.36	\$18.24	\$785.85	\$20.15
200,001	-325,000	\$684.45	\$17.55	\$699.27	\$17.93	\$719.55	\$18.45	\$794.04	\$20.36
325,001	-450,000	\$692.64	\$17.76	\$707.46	\$18.14	\$727.74	\$18.66	\$802.23	\$20.57
Over 450,000		\$700.44	\$17.96	\$715.26	\$18.34	\$735.54	\$18.86	\$810.03	\$20.77



**SCHEDULE "C"**  
**ZEHR'S MARKETS**  
**WAGE PROGRESSION SCHEDULE**  
**EFFECTIVE JUNE 30, 1996**

50

<b>ASSISTANT STORE MANAGER, PRODUCE MANAGER, MEAT MANAGER AND BAKERY MANAGER</b>									
<b>Store</b>	<b>Volumes</b>	<b>Start</b>	<b>Rate</b>	<b>6 Months</b>	<b>Rate</b>	<b>12 Months</b>	<b>Rate</b>	<b>18 Months</b>	<b>Rate</b>
<b>0</b>	<b>-200,000</b>	<b>\$676.65</b>	<b>\$17.35</b>	<b>\$691.47</b>	<b>\$17.73</b>	<b>\$711.36</b>	<b>\$18.24</b>	<b>\$795.60</b>	<b>\$20.40</b>
<b>200,001</b>	<b>-325,000</b>	<b>\$684.45</b>	<b>\$17.55</b>	<b>\$699.27</b>	<b>\$17.93</b>	<b>\$719.55</b>	<b>\$18.45</b>	<b>\$803.79</b>	<b>\$20.61</b>
<b>325,001</b>	<b>-450,000</b>	<b>\$692.64</b>	<b>\$17.76</b>	<b>\$707.46</b>	<b>\$18.14</b>	<b>\$727.74</b>	<b>\$18.66</b>	<b>\$811.98</b>	<b>\$20.82</b>
<b>Over</b>	<b>450,000</b>	<b>\$700.44</b>	<b>\$17.96</b>	<b>\$715.26</b>	<b>\$18.34</b>	<b>\$735.54</b>	<b>\$18.86</b>	<b>\$819.78</b>	<b>\$21.02</b>

**SCHEDULE "D"**  
**ZEHRS MARKETS**  
**WAGE PROGRESSION SCHEDULE**  
**EFFECTIVE JUNE 29, 1997**

51

<b>ASSISTANT STORE MANAGER, PRODUCE MANAGER, MEAT MANAGER AND BAKERY MANAGER</b>									
<b>Store</b>	<b>Volumes</b>	<b>Start</b>	<b>Rate</b>	<b>6 Months Rate</b>		<b>12 Months Rate</b>		<b>18 Months Rate</b>	
<b>0</b>	<b>-200,000</b>	<b>\$676.65</b>	<b>\$17.35</b>	<b>\$691.47</b>	<b>\$17.73</b>	<b>\$711.36</b>	<b>\$18.24</b>	<b>\$805.35</b>	<b>\$20.65</b>
	<b>200,001 -325,000</b>	<b>\$684.45</b>	<b>\$17.55</b>	<b>\$699.27</b>	<b>\$17.93</b>	<b>\$719.55</b>	<b>\$18.45</b>	<b>\$813.54</b>	<b>\$20.86</b>
	<b>325,001 -450,000</b>	<b>\$692.64</b>	<b>\$17.76</b>	<b>\$707.46</b>	<b>\$18.14</b>	<b>\$727.74</b>	<b>\$18.66</b>	<b>\$821.73</b>	<b>\$21.07</b>
	<b>Over 450,000</b>	<b>\$700.44</b>	<b>\$17.96</b>	<b>\$715.26</b>	<b>\$18.34</b>	<b>\$735.54</b>	<b>\$18.86</b>	<b>\$829.53</b>	<b>\$21.27</b>

**SCHEDULE "E"**  
**ZEHRS MARKETS**  
**WAGE PROGRESSION SCHEDULE**  
**EFFECTIVE JUNE 28, 1998**

52

<b>ASSISTANT STORE MANAGER, PRODUCE MANAGER, MEAT MANAGER AND BAKERY MANAGER</b>									
<b>Store</b>	<b>Volumes</b>	<b>Start</b>	<b>Rate</b>	<b>6 Months Rate</b>		<b>12 Months Rate</b>		<b>18 Months Rate</b>	
<b>0</b>	-200,000	\$676.65	\$17.35	\$691.47	\$17.73	\$711.36	\$18.24	\$817.05	\$20.95
	200,001 -325,000	\$684.45	\$17.55	\$699.27	\$17.93	\$719.55	\$18.45	\$825.24	\$21.16
	325,001 -450,000	\$692.64	\$17.76	\$707.46	\$18.14	\$727.74	\$18.66	\$833.43	\$21.37
	Over 450,000	\$700.44	\$17.96	\$715.26	\$18.34	\$735.54	\$18.86	\$841.23	\$21.57

**SCHEDULE "F"**  
**ZEHR'S MARKETS**  
**WAGE PROGRESSION SCHEDULE**  
**EFFECTIVE JUNE 27, 1999**

**ASSISTANT STORE MANAGER, PRODUCE MANAGER, MEAT MANAGER  
AND BAKERY MANAGER**

<b>Store Volumes</b>	<b>Start</b>	<b>Rate</b>	<b>6 Months Rate</b>		<b>12 Months Rate</b>		<b>18 Months Rate</b>	
<b>0</b> -200,000	\$676.65	\$17.35	\$691.47	\$17.73	\$711.36	\$18.24	\$830.70	\$21.30
200,001 -325,000	\$684.45	\$17.55	\$699.27	\$17.93	\$719.55	\$18.45	\$838.89	\$21.51
325,001 -450,000	\$692.64	\$17.76	\$707.46	\$18.14	\$727.74	\$18.66	\$847.08	\$21.72
Over 450,000	\$700.44	\$17.96	\$715.26	\$18.34	\$735.54	\$18.86	\$854.88	\$21.92

**ZEHR'S MARKETS  
WAGE PROGRESSION SCHEDULE**

	<b>LEAD BAKER</b>					
	<b>06/29/94 "A"</b>	<b>07/01/95 "B"</b>	<b>06/30/96 "C"</b>	<b>06/29/97 "D"</b>	<b>06/28/98 "E"</b>	<b>06/27/99 "F"</b>
START	\$ 9.70	\$ 9.70	\$ 9.70	\$ 9.70	\$ 9.70	\$ 9.70
3 MONTHS	\$10.48	\$10.48	\$10.48	\$10.48	\$10.48	\$10.48
6 MONTHS	\$11.18	\$11.18	\$11.18	\$11.18	\$11.18	\$11.18
9 MONTHS	\$11.88	\$11.88	\$11.88	\$11.88	\$11.88	\$11.88
12 MONTHS	\$12.60	\$12.60	\$12.60	\$12.60	\$12.60	\$12.60
15 MONTHS	\$13.32	\$13.32	\$13.32	\$13.32	\$13.32	\$13.32
18 MONTHS	\$14.04	\$14.04	\$14.04	\$14.04	\$14.04	\$14.04
21 MONTHS	\$14.75	\$14.75	\$14.75	\$14.75	\$14.75	\$14.75
24 MONTHS	\$17.57	\$17.77	\$18.02	\$18.27	\$18.57	\$18.92

**ZEHRS MARKETS  
WAGE PROGRESSION SCHEDULE**

	<b>HEAD DELI CLERK</b>					
	<b>06/29/94 "A"</b>	<b>07/01/95 "B"</b>	<b>06/30/96 "C"</b>	<b>06/29/97 "D"</b>	<b>06/28/98 "E"</b>	<b>06/27/99 "F"</b>
START	\$ 9.02	\$ 9.02	\$ 9.02	\$ 9.02	\$ 9.02	\$ 9.02
3 MONTHS	\$ 9.81	\$ 9.81	\$ 9.81	\$ 9.81	\$ 9.81	\$ 9.81
6 MONTHS	\$10.51	\$10.51	\$10.51	\$10.51	\$10.51	\$10.51
9 MONTHS	\$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
15 MONTHS	\$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
21 MONTHS	\$14.12	\$14.12	\$14.12	\$14.12	\$14.12	\$14.12
24 MONTHS	\$18.30	\$18.50	\$18.75	\$19.00	\$19.30	\$19.65

**ZEHRS MARKETS  
WAGE PROGRESSION SCHEDULE**

	<b>DECORATOR</b>					
	<b>06/29/94 "A"</b>	<b>07/01/95 "B"</b>	<b>06/30/96 "C"</b>	<b>06/29/97 "D"</b>	<b>06/28/98 "E"</b>	<b>06/27/99 "F"</b>
START	\$ 9.02	\$ 9.02	\$ 9.02	\$ 9.02	\$ 9.02	\$ 9.02
3 MONTHS	\$ 9.81	\$ 9.81	\$ 9.81	\$ 9.81	\$ 9.81	\$ 9.81
6 MONTHS	\$10.51	\$10.51	\$10.51	<del>\$10.51</del>	<del>\$10.51</del>	<del>\$10.51</del>
9 MONTHS	\$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
15 MONTHS	\$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
21 MONTHS	\$14.12	\$14.12	\$14.12	\$14.12	\$14.12	\$14.12
24 MONTHS	\$17.16	\$17.36	\$17.61	\$17.86	\$18.16	\$18.51

**ZEHR'S MARKETS  
WAGE PROGRESSION SCHEDULE**

<b>POST OFFICE CLERK</b>						
	<b>06/29/94 "A"</b>	<b>07/01/95 "B"</b>	<b>06/30/96 "C"</b>	<b>06/29/97 "D"</b>	<b>06/28/98 "E"</b>	<b>06/27/99 "F"</b>
START	\$ 9.51	\$ 9.51	\$ 9.51	\$ 9.51	\$ 9.51	\$ 9.51
3 MONTHS	\$10.29	\$10.29	\$10.29	\$10.29	\$10.29	\$10.29
6 MONTHS	\$10.98	\$10.98	\$10.98	\$10.98	\$10.98	\$10.98
9 MONTHS	\$11.67	\$11.67	\$11.67	\$11.67	\$11.67	\$11.67
12 MONTHS	\$12.38	\$12.38	\$12.38	\$12.38	\$12.38	\$12.38
15 MONTHS	\$13.11	\$13.11	\$13.11	\$13.11	\$13.11	\$13.11
18 MONTHS	\$13.83	\$13.83	\$13.83	\$13.83	\$13.83	\$13.83
21 MONTHS	\$14.54	\$14.54	\$14.54	\$14.54	\$14.54	\$14.54
24 MONTHS	\$17.41	\$17.61	\$17.86	\$18.11	\$18.41	\$18.76



**ZEHR'S MARKETS  
WAGE PROGRESSION SCHEDULE**

	MEAT CUTTER					
	06/29/94 "A"	07/01/95 "B"	06/30/96 "C"	06/29/97 "D"	06/28/98 "E"	06/27/99 "F"
START	\$ 9.95	\$ 9.95	\$ 9.95	\$ 9.95	\$ 9.95	\$ 9.95
3 MONTHS	\$10.73	\$10.73	\$10.73	\$10.73	\$10.73	\$10.73
6 MONTHS	\$11.42	\$11.42	\$11.42	<del>\$11.42</del>	<del>\$11.42</del>	<del>\$11.42</del>
9 MONTHS	\$12.12	\$12.12	\$12.12	\$12.12	\$12.12	\$12.12
12 MONTHS	\$12.84	\$12.84	\$12.84	\$12.84	\$12.84	\$12.84
15 MONTHS	\$13.56	\$13.56	\$13.56	\$13.56	\$13.56	\$13.56
18 MONTHS	\$14.28	\$14.28	\$14.28	\$14.28	\$14.28	\$14.28
21 MONTHS	\$14.99	\$14.99	\$14.99	\$14.99	\$14.99	\$14.99
24 MONTHS	\$17.82	\$18.02	\$18.27	\$18.52	\$18.82	\$19.17

58

**ZEHRS MARKETS  
WAGE PROGRESSION SCHEDULE**

59

	SMOKE HOUSE OPERATOR					
	06/29/94 "A"	07/01/95 "B"	06/30/96 "C"	06/29/97 "D"	06/28/98 "E"	06/27/99 "F"
START	\$10.51	\$10.51	\$10.51	\$10.51	\$10.51	\$10.51
3 MONTHS	\$11.35	\$11.35	\$11.35	\$11.35	\$11.35	\$11.35
6 MONTHS	\$11.90	\$11.90	\$11.90	<del>\$11.90</del>	\$11.90	\$11.90
9 MONTHS	\$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
15 MONTHS	\$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
21 MONTHS	\$15.14	\$15.14	\$15.14	\$15.14	\$15.14	\$15.14
24 MONTHS	\$18.51	\$18.71	\$18.96	\$19.21	\$19.51	\$19.86

**ZEHRS MARKETS  
WAGE PROGRESSION SCHEDULE**

	<b>OFFICE CLERK</b>					
	<b>06/29/94 "A"</b>	<b>07/01/95 "B"</b>	<b>06/30/96 "C"</b>	<b>06/29/97 "D"</b>	<b>06/28/98 "E"</b>	<b>06/27/99 "F"</b>
START	\$ 9.26	\$ 9.26	\$ 9.26	\$ 9.26	\$ 9.26	\$ 9.26
3 MONTHS	\$10.04	\$10.04	\$10.04	\$10.04	\$10.04	\$10.04
6 MONTHS	\$10.73	\$10.73	\$10.73	\$10.73	\$10.73	\$10.73
9 MONTHS	\$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
15 MONTHS	\$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
21 MONTHS	\$14.29	\$14.29	\$14.29	\$14.29	\$14.29	\$14.29
24 MONTHS	\$18.46	\$18.66	\$18.91	\$19.16	\$19.46	\$19.81

**ZEHRS MARKETS  
WAGE PROGRESSION SCHEDULE**

9

	<b>GROCERY/PRODUCE CLERK</b>					
	<b>06/29/94 "A"</b>	<b>07/01/95 "B"</b>	<b>06/30/96 "C"</b>	<b>06/29/97 "D"</b>	<b>06/28/98 "E"</b>	<b>06/27/99 "F"</b>
START	\$ 9.33	\$ 9.33	\$ 9.33	\$ 9.33	\$ 9.33	\$ 9.33
3 MONTHS	\$10.11	\$10.11	\$10.11	\$10.11	\$10.11	\$10.11
6 MONTHS	\$10.80	\$10.80	\$10.80	\$10.80	\$10.80	\$10.80
9 MONTHS	\$11.49	\$11.49	\$11.49	\$11.49	\$11.49	\$11.49
12 MONTHS	\$12.20	\$12.20	\$12.20	\$12.20	\$12.20	\$12.20
15 MONTHS	\$12.91	\$12.91	\$12.91	\$12.91	\$12.91	\$12.91
18 MONTHS	\$13.63	\$13.63	\$13.63	\$13.63	\$13.63	\$13.63
21 MONTHS	\$14.34	\$14.34	\$14.34	\$14.34	\$14.34	\$14.34
24 MONTHS	\$17.16	\$17.36	\$17.61	\$17.86	\$18.16	\$18.51

**ZEHRS MARKETS  
WAGE PROGRESSION SCHEDULE**

	<b>BAKER</b>					
	<b>06/29/94 "A"</b>	<b>07/01/95 "B"</b>	<b>06/30/96 "C"</b>	<b>06/29/97 "D"</b>	<b>06/28/98 "E"</b>	<b>06/27/99 "F"</b>
START	\$ 9.33	\$ 9.33	\$ 9.33	\$ 9.33	\$ 9.33	\$ 9.33
3 MONTHS	\$10.11	\$10.11	<del>\$10.11</del>	<del>\$10.11</del>	\$10.11	\$10.11
6 MONTHS	\$10.80	\$10.80	\$10.80	\$10.80	\$10.80	\$10.80
9 MONTHS	\$11.49	\$11.49	\$11.49	\$11.49	\$11.49	\$11.49
12 MONTHS	\$12.20	\$12.20	\$12.20	\$12.20	\$12.20	\$12.20
15 MONTHS	\$12.91	\$12.91	\$12.91	\$12.91	\$12.91	\$12.91
18 MONTHS	\$13.63	\$13.63	\$13.63	\$13.63	\$13.63	\$13.63
21 MONTHS	\$14.34	\$14.34	\$14.34	\$14.34	\$14.34	\$14.34
24 MONTHS	\$17.16	\$17.36	\$17.61	\$17.86	\$18.16	\$18.51

**ZEHRS MARKETS  
WAGE PROGRESSION SCHEDULE**

63

	<b>ASSISTANT MEAT MANAGER</b>					
	<b>06/29/94 "A"</b>	<b>07/01/95 "B"</b>	<b>06/30/96 "C"</b>	<b>06/29/97 "D"</b>	<b>06/28/98 "E"</b>	<b>06/27/99 "F"</b>
START	\$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
6 MONTHS	\$18.30	\$18.50	\$18.75	\$19.00	\$19.30	\$19.65

ZEHRS MARKETS  
WAGE PROGRESSION SCHEDULE

CASHIER/WRAPPER/PHOTO LAB/SERVICE CLERK

06/27/99	"F"	\$ 8.79	\$ 8.79	\$ 8.79	\$ 8.79	\$ 8.79	START
		\$ 9.57	\$ 9.57	\$ 9.57	\$ 9.57	\$ 9.57	3 MONTHS
		\$10.26	\$10.26	\$10.26	\$10.26	\$10.26	6 MONTHS
		\$10.95	\$10.95	\$10.95	\$10.95	\$10.95	9 MONTHS
		\$11.63	\$11.63	\$11.63	\$11.63	\$11.63	12 MONTHS
		\$12.38	\$12.38	\$12.38	\$12.38	\$12.38	15 MONTHS
		\$13.10	\$13.10	\$13.10	\$13.10	\$13.10	18 MONTHS
		\$13.81	\$13.81	\$13.81	\$13.81	\$13.81	21 MONTHS
		\$17.16	\$17.16	\$17.16	\$17.16	\$17.16	24 MONTHS

**ZEHRS MARKETS  
WAGE PROGRESSION SCHEDULE**

50

<b>FLORAL/SEAFOOD SERVICE CLERK</b>						
	06/29/94 "A"	07/01/95 "B"	06/30/96 "C"	06/29/97 "D"	06/28/98 "E"	06/27/99 "F"
START	\$ 8.79	\$ 8.79	\$ 8.79	\$ 8.79	\$ 8.79	\$ 8.79
3 MONTHS	\$ 9.57	\$ 9.57	\$ 9.57	\$ 9.57	\$ 9.57	\$ 9.57
6 MONTHS	\$10.26	\$10.26	\$10.26	\$10.26	\$10.26	\$10.26
9 MONTHS	\$10.95	\$10.95	\$10.95	\$10.95	\$10.95	\$10.95
12 MONTHS	\$11.63	\$11.63	\$11.63	\$11.63	\$11.63	\$11.63
15 MONTHS	\$12.38	\$12.38	\$12.38	\$12.38	\$12.38	\$12.38
18 MONTHS	\$13.10	\$13.10	\$13.10	\$13.10	\$13.10	\$13.10
21 MONTHS	\$13.81	\$13.81	\$13.81	\$13.81	\$13.81	\$13.81
24 MONTHS	\$17.57	\$17.77	\$18.02	\$18.27	\$18.57	\$18.92



**ZEHRS MARKETS  
WAGE PROGRESSION SCHEDULE**

	<b>06/29/94</b>	<b>07/01/95</b>	<b>06/30/96</b>	<b>06/29/97</b>	<b>06/28/98</b>	<b>06/27/99</b>
	<b>"A"</b>	<b>"B"</b>	<b>"C"</b>	<b>"D"</b>	<b>"E"</b>	<b>"F"</b>
START	\$ 9.70	\$ 9.70	\$ 9.70	\$ 9.70	\$ 9.70	\$ 9.70
3 MONTHS	\$10.48	\$10.48	\$10.48	\$10.48	\$10.48	\$10.48
6 MONTHS	\$11.18	\$11.18	\$11.18	\$11.18	\$11.18	\$11.18
9 MONTHS	\$11.88	\$11.88	\$11.88	\$11.88	\$11.88	\$11.88
12 MONTHS	\$12.60	\$12.60	\$12.60	\$12.60	\$12.60	\$12.60
15 MONTHS	\$13.32	\$13.32	\$13.32	\$13.32	\$13.32	\$13.32
18 MONTHS	\$14.04	\$14.04	\$14.04	\$14.04	\$14.04	\$14.04
21 MONTHS	\$14.75	\$14.75	\$14.75	\$14.75	\$14.75	\$14.75
24 MONTHS	\$17.77	\$17.97	\$18.22	\$18.47	\$18.77	\$19.12

\*\* These classifications apply only to stores with store sales of \$200,000.00 or over.

**ZEHRS MARKETS  
WAGE PROGRESSION SCHEDULE**

	<b>SENIOR DAIRY CLERK</b>					
	<b>06/29/94 "A"</b>	<b>07/01/95 "B"</b>	<b>06/30/96 "C"</b>	<b>06/29/97 "D"</b>	<b>06/28/98 "E"</b>	<b>06/27/99 "F"</b>
START	\$ 9.70	\$ 9.70	\$ 9.70	\$ 9.70	\$ 9.70	\$ 9.70
3 MONTHS	\$10.48	\$10.48	\$10.48	\$10.48	\$10.48	\$10.48
6 MONTHS	\$11.18	\$11.18	\$11.18	\$11.18	\$11.18	\$11.18
9 MONTHS	\$11.88	\$11.88	\$11.88	\$11.88	\$11.88	\$11.88
12 MONTHS	\$12.60	\$12.60	\$12.60	\$12.60	\$12.60	\$12.60
15 MONTHS	\$13.32	\$13.32	\$13.32	\$13.32	\$13.32	\$13.32
18 MONTHS	\$14.04	\$14.04	\$14.04	\$14.04	\$14.04	\$14.04
21 MONTHS	\$14.75	\$14.75	\$14.75	\$14.75	\$14.75	\$14.75
24 MONTHS	\$18.15	\$18.35	\$18.60	\$18.85	\$19.15	\$19.50

**ZEHRS MARKETS  
WAGE PROGRESSION SCHEDULE**

88

	<b>HEAD BAKE-OFF CLERK/GENERAL MERCHANDISE CLERK</b>					
	<b>06/29/94 "A"</b>	<b>07/01/95 "B"</b>	<b>06/30/96 "C"</b>	<b>06/29/97 "D"</b>	<b>06/28/98 "E"</b>	<b>06/27/99 "F"</b>
START	\$ 9.02	\$ 9.02	\$ 9.02	\$ 9.02	\$ 9.02	\$ 9.02
3 MONTHS	\$ 9.81	\$ 9.81	\$ 9.81	\$ 9.81	\$ 9.81	\$ 9.81
6 MONTHS	\$10.51	\$10.51	\$10.51	\$10.51	\$10.51	\$10.51
9 MONTHS	\$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
15 MONTHS	\$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
21 MONTHS	\$14.12	\$14.12	\$14.12	\$14.12	\$14.12	\$14.12
24 MONTHS	\$18.30	\$18.50	\$18.75	\$19.00	\$19.30	\$19.65

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, 26, 28, 29, 32, 33.07, 33.10, 36, 39.

**1.02 SENIORITY**

776  
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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.

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 after January 1, 1991, 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**

*MA* ✓

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) From December 15th to January 1 st
- e) From May 15th to September 15th.
- f) During spring break vacations.
- g) For the three (3) weeks previous to and the three (3) weeks directly following a new store



opening.

h) During the six (6) working days immediately preceding a paid holiday.

b) The work schedule for all employees will be prepared in ink with the hours totalled and posted in each store by Thursday noon for the following week. 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, 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.
- 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, W.C.B., provable illness, no available hours or an approved L.O.A. 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.

#### **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 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 workschedule 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) All work on Sunday to be voluntary.
  - ii) One dollar and sixty cents (\$1.60) premium to be paid for all hours worked performed on Sunday, which is related to the store opening for business. 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) 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).
  - iv) Hours worked on Sunday will be over and above the normal scheduled work week.

- v) Full time and part time employees 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 (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 (1-1/2 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 seventy-five (75¢) 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.
- iii) A night shift employee who is in charge of the night crew shall be referred to as the Night Crew Chief and shall be paid a premium of one dollar thirty cents (\$1.30) per hour over his clerkrate. This night crew chief premium shall be paid to such an employee for all night shift hours worked.

- iv) The Company agrees that a Night Crew Chief will be assigned to each night of each night shift operation.
- 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 Chief, 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 Assistant Store Manager, Produce Manager, Meat Manager, or Bakery 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 OFFICE CLERK (BACK UP)**

Any employee who performs the duties of an 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 Office Clerk classification.

The Company will select "back up" Office Clerks as required, internally, based on ability, qualifications and availability according to the needs of the operation.

### **1.13 NOTICE OF ABSENCE**

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.

### **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, 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.



**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 | Labour Day       |
| Good Friday    | Thanksgiving Day |
| Victoria Day   | Christmas Day    |
| Dominion Day   | Boxing Day       |
| Civic Holiday  |                  |

- (b) To qualify for pay for a paid holiday, the employee must have:
- i) three (3) month's service with the Company;
  - ii) worked at least forty (40) hours during the four (4) weeks immediately preceding the week during which the paid holiday occurs;
  - iii) 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.

- (c) In the event that a paid holiday falls on a Sunday, the next work day shall be recognized and paid as a holiday. In the event that day is also a holiday, the next work day shall be recognized and paid as a holiday

**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.
- (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.
- (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.
- (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.
- (e) Gross wages will be deemed to include gross earnings same as full time (31.01(c)).
- (f) Part time employees will be scheduled for vacation by department seniority after such time as full time schedule is completed.

**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 [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 33.07, 33.08, 33.09, 33.10 of the main body.

(b) **VISION CARE** - Effective January 1, 1993, 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 eligible for vision care benefits (glasses and contacts) to a maximum of one hundred dollars (\$100.00) every twenty-four (24) months - no deductible. The vision care is extended to the employee only, except where the employee is a single parent with eligible dependants, such benefit is extended to the dependants.

Effective January 1, 1995, 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 eligible for vision care benefits (glasses and contacts) to a maximum of one hundred and twenty-five dollars (\$125.00) every twenty-four (24) months - no deductible. The vision care is extended to the employee only, except where the employee is a single parent with eligible dependants, such benefit is extended to the dependants.

- (c) **PRESCRIPTION DRUG CARE** Effective August 26, 1990, 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).

The prescription drug plan is extended to the employee only, except 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).

- (d) The Company agrees to continue its practice of providing benefits as stated in b) and c) above to part time employees who have experienced a reduction in qualifying hours worked due to a compensable injury.
- ✓ (e) 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.

- (f) 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. 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. Effective at the earliest possible time.

**1.20 WAGE RATES AND JOB CLASSIFICATIONS**

- (a)
  - i) All part time employees on the payroll as of the date of ratification will receive a fifteen cent (15¢) per hour general increase to be paid retroactively to June 29, 1994. A Part Time employee will move to the rate of pay that his seniority provides for in progression schedule "A" according to their appropriate service.
  - ii) Effective July 1, 1995, all part time employees on the payroll as of the date of ratification shall receive an increase of fifteen cents (15¢) per hour and shall progress on progression schedule "B".
  - iii) Effective June 30, 1996, all part time employees on the payroll as of the date of ratification shall receive an increase of twenty cents (20¢) per hour and shall progress on progression schedule "C".
  - iv) Effective June 29, 1997, all part time employees on the payroll as of the date of ratification shall receive an increase of twenty cents (20¢) per hour and shall progress on progression schedule "D".

- v) Effective June 28, 1998, all part time employees on the payroll as of the date of ratification shall receive an increase of twenty-five cents (25¢) per hour and shall progress on progression schedule "E".
- vi) Effective June 27, 1999, all part time employees on the payroll as of the date of ratification shall receive an increase of thirty cents (30¢) per hour and shall progress on progression schedule "F".

All Part Time Employees on the payroll as of September 28, 1994, will receive a 15 cent per hour general increase to be paid retroactively to June 29, 1994. A Part Time Employee will move to the rate of pay that his seniority provides for in the above progression schedule on the Monday following ratification.

- (b) 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.

- (c) 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.

- (d) 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) months steps where appropriate.
- i) Where a new employee commences work within a quarter or half yearly period, 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 of the quarter, he shall immediately receive the appropriate start rate for the position and then he shall receive his first quarterly or half yearly adjustment, as the case may be, at the end of the succeeding quarter.
  - ii) 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 increase and shall progress quarterly or half yearly thereafter, as the case may be.
  - iii) Where an employee commences in a classification at an "off rate", (a rate not specified *on* the wage progression sched-



ule), 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 increase and shall progress quarterly or half yearly thereafter, as the case may be.

- iv) 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 on the wage progression schedule at the time of the next quarterly increase and shall progress quarterly or half yearly thereafter, as the case may be.

ZEHRS MARKETS  
WAGE PROGRESSION SCHEDULE

PART TIME EMPLOYEES ON PAYROLL ON SEPTEMBER 28, 1994						
	"A"	"B"	"C"	"D"	"E"	"F"
	June 29, 1994	July 1, 1995	June 30, 1996	June 29, 1997	June 28, 1998	June 27, 1999
START	\$ 6.90	\$ 6.90	\$ 6.90	\$ 6.90	\$ 6.90	\$ 6.90
6 MONTHS	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00
12 MONTHS	\$ 7.10	\$ 7.10	\$ 7.10	\$ 7.10	\$ 7.10	\$ 7.10
18 MONTHS	\$ 7.20	\$ 7.20	\$ 7.20	\$ 7.20	\$ 7.20	\$ 7.20
24 MONTHS	\$ 7.90	\$ 7.90	\$ 7.90	\$ 7.90	\$ 7.90	\$ 7.90
30 MONTHS	\$ 8.40	\$ 8.40	\$ 8.40	\$ 8.40	\$ 8.40	\$ 8.40
36 MONTHS	\$ 8.90	\$ 8.90	\$ 8.90	\$ 8.90	\$ 8.90	\$ 8.90
42 MONTHS	\$ 9.40	\$ 9.40	\$ 9.40	\$ 9.40	\$ 9.40	\$ 9.40
48 MONTHS	\$ 9.90	\$ 9.90	\$ 9.90	\$ 9.90	\$ 9.90	\$ 9.90
54 MONTHS	\$10.90	\$10.90	\$10.90	\$10.90	\$10.90	\$10.90
60 MONTHS	\$13.39	\$13.54	\$13.74	\$13.94	\$14.19	\$14.49

- (e) i) All part time employees hired after September 28, 1994, shall be placed on the progression schedule "G" and shall receive increases upon completion of five hundred (500) hour increments.
- ii) All part time employees hired after September 28, 1994, effective July 1, 1995, shall progress on progression schedule "H" and shall receive increases upon completion of five hundred (500) hour increments.
- iii) All part time employees hired after September 28, 1994, effective June 30, 1996, shall progress on progression Schedule "T" and shall receive increases upon completion of five hundred (500) hour increments.
- iv) All part time employees hired after September 28, 1994, effective June 29, 1997, shall progress on progression schedule "J" and shall receive increases upon completion of five hundred (500) hour increments.
- v) All part time employees hired after September 28, 1994, effective June 28, 1998, shall progress on progression schedule "K" and shall receive increases upon completion of five hundred (500) hour increments.
- vi) All part time employees hired after September 28, 1994, effective June 27, 1999, shall progress on progression schedule "L" and shall receive increases upon completion of five hundred (500) hour increments.

**PART TIME EMPLOYEES HIRED AFTER SEPTEMBER 28, 1994  
BASED ON 500 HOUR INCREMENTS**

HOURS	Sept. 29, 1994 "G"	July 1, 1995 "H"	June 30, 1996 "I"	June 29, 1997 "J"	June 28, 1998 "K"	June 27, 1999 "L"
0-500	\$ 6.90	\$ 6.90	\$ 6.90	\$ 6.90	\$ 6.90	\$ 6.90
501-1000	\$ 7.15	\$ 7.15	\$ 7.15	\$ 7.15	\$ 7.15	\$ 7.15
1001-1500	\$ 7.40	\$ 7.40	\$ 7.40	\$ 7.40	\$ 7.40	\$ 7.40
1501-2000	\$ 7.65	\$ 7.65	\$ 7.65	\$ 7.65	\$ 7.65	\$ 7.65
2001-2500	\$ 7.90	\$ 7.90	\$ 7.90	\$ 7.90	\$ 7.90	\$ 7.90
2501-3000	\$ 8.15	\$ 8.15	\$ 8.15	\$ 8.15	\$ 8.15	\$ 8.15
3001-3500	\$ 8.40	\$ 8.40	\$ 8.40	\$ 8.40	\$ 8.40	\$ 8.40
3501-4000	\$ 8.65	\$ 8.65	\$ 8.65	\$ 8.65	\$ 8.65	\$ 8.65
4001-4500	\$ 8.90	\$ 8.90	\$ 8.90	\$ 8.90	\$ 8.90	\$ 8.90
4501-5000	\$ 9.40	\$ 9.40	\$ 9.40	\$ 9.40	\$ 9.40	\$ 9.40
5001-5500	\$ 9.90	\$ 9.90	\$ 9.90	\$ 9.90	\$ 9.90	\$ 9.90
5501-6000	\$10.40	\$10.40	\$10.40	\$10.40	\$10.40	\$10.40
6001-6500	\$11.30	\$11.30	\$11.30	\$11.30	\$11.30	\$11.30
6501-7000	\$12.20	\$12.20	\$12.20	\$12.20	\$12.20	\$12.20
7001-7500	\$13.39	\$13.54	\$13.74	\$13.94	\$14.19	\$14.49

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

DATED at Cambridge, this 28th day of September, 1994.

**ZEHR'S MARKETS**

**A DIVISION OF ZEHRMART LIMITED**

William Herzog	Sharon Hughes
Chuck Gyles	John Trussler
Bob Bagley	Paul Mansbridge
Dave Foster	

**UNITED FOOD AND COMMERCIAL WORKERS  
UNION - LOCAL 1977**

Brian Williamson	Scott Penner
Debbie Kaufman	Bob Kearney
Alex Irvin	Roy Bryden
Darlene Duemo	Dave Fisher

## 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 sixty (60) month 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 sixty (60) month 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 ("G", "H", "I", "J", "K", or "L") 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					
	06/29/94	07/01/95	06/30/96	06/29/97	06/28/98	06/27/99
	"A"	"B"	"C"	"D"	"E"	"F"
0-360	\$ 6.90	\$ 6.90	\$ 6.90	\$ 6.90	\$ 6.90	\$ 6.90
361-720	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00
721-1080	\$ 7.10	\$ 7.10	\$ 7.10	\$ 7.10	\$ 7.10	\$ 7.10
1081-1440	\$ 7.20	\$ 7.20	\$ 7.20	\$ 7.20	\$ 7.20	\$ 7.20
1441 and over	\$ 8.05	\$ 8.20	\$ 8.40	\$ 8.60	\$ 8.85	\$ 9.15

- j) i) All Front-End Service Clerks on the payroll as of the date of ratification shall be placed in progression schedule "A" above according to their appropriate service.



- ii) Effective July 1, 1995, all Front-End Service Clerks on the payroll as of the date of ratification shall receive an increase of fifteen cents (15¢) per hour and shall progress on progression schedule "B" above.
- iii) Effective June 30, 1996, all Front-End Service Clerks on the payroll as of the date of ratification shall receive an increase of twenty cents (20¢) per hour and shall progress on progression schedule "C" above.
- iv) Effective June 29, 1997, all Front-End Service Clerks on the payroll as of the date of ratification shall receive an increase of twenty cents (20¢) per hour and shall progress on progression schedule "D" above.
- v) Effective June 28, 1998, all Front-End Service Clerks on the payroll as of the date of ratification shall receive an increase of twenty-five cents (25¢) per hour and shall progress on progression schedule "E" above.
- vi) Effective June 27, 1999, all Front-End Service Clerks on the payroll as of the date of ratification shall receive an increase of thirty cents (30¢) per hour and shall progress on progression schedule "F" above.

September 28, 1994

LETTER 1

Mr. Brian Williamson, President  
United Food and Commercial Workers Union  
Local 1977  
R.R. #22  
Cambridge, ON N3C 2V4

Dear Mr. Williamson:

**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, covering Zehrs Markets retail stores, expiring June 28, 2000.

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".

Dated at Cambridge, this 28th day of September 1994.

**ZEHRS MARKETS  
A DIVISION OF ZEHRMART LIMITED**

William Herzog	Sharon Hughes
Chuck Gyles	John Trussler
Bob Bagley	Paul Mansbridge
Dave Foster	

**UNITED FOOD AND COMMERCIAL WORKERS  
UNION - LOCAL 1977**

Brian Williamson	Scott Penner
Deb Kaufman	Bob Kearney
Alex Irvin	Roy Bryden
Darlene Duemo	Dave Fisher

September 28, 1994

LETTER 2

Mr. Brian Williamson, President  
United Food and Commercial Workers Union  
Local 1977  
R.R. #22  
Cambridge, ON N3C 2V4

Dear Mr. Williamson:

**RE C.C.W.I.P.P. - PENSION PLAN CONTRIBUTION SCHEDULE**

This will confirm the agreement reached between the Company and the Union during the recently concluded negotiations with respect to the Collective Agreement expiring June 28, 2000, which sets out the following Pension Plan Contribution Schedule.

**Contributions - Current Service**

Effective January 2, 1994 - to **forty-nine cents (49¢)** per hour from (forty-seven cents [47¢])

Effective January 1, 1995 - to **fifty-two cents (52¢)** per hour (from forty-nine cents [49¢])

Effective December 31, 1995 - to **fifty-five cents (55¢)** per hour (from fifty-two cents [52¢])

Effective December 29, 1996 - to **fifty-eight cents (58¢)** per hour (from fifty-five cents [55¢])

Effective January 4, 1998 - to **sixty-one cents (61¢)** per hour (from fifty-eight cents [58¢])

Effective January 3, 1999 - to **sixty-five cents (65¢)** per hour (from sixty-one cents [61¢])

**Contributions - Past Service**

Should there be a change in data 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 28th, 1994, the Company agrees to increase all of the previous Canadian Commercial Workers Industry Pension Plan accrued benefits to thirty-six dollars (\$36.00) 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 28, 1994. For the purpose of clarity, vested non employees, pensioners, are not included.

The foregoing is hereby acknowledged and agreed to by the Company and the Union.

Dated at Cambridge, this 28th day of September, 1994.

**ZEHRS MARKETS  
A DIVISION OF ZEHRMART LIMITED**

William Herzog	Sharon Hughes
Chuck Gyles	John Trussler
Bob Bagley	Paul Mansbridge
Dave Foster	

**UNITED FOOD AND COMMERCIAL WORKERS  
UNION - LOCAL 1977**

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Mr. Brian Williamson, President  
United Food and Commercial Workers Union  
Local 1977  
R.R. #22  
Cambridge, ON N3C 2V4

Dear Mr. Williamson:

**RE: LAYOFF AND DISPLACEMENT AND RE-  
CALL FULL TIME**

This will confirm the agreement reached between the Company and the Union during the recently concluded negotiations for the Collective Agreement, covering Zehrs Markets retail stores, expiring June 28, 2000.

For the purpose of clarifying the application of Article 6.12 of the Collective Agreement, United Food and Commercial Workers Union, Local 1977, 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.

270

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.

272

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.

For clarity, Regions shall be comprised of the following municipalities:

1. **UXBRIDGE** - Alliston, Bolton, Keswick
2. **ALLISTON** - Uxbridge, Bolton, Orangeville, Wasaga Beach, Orillia, Barrie, Keswick
3. **ORANGEVILLE** - Fergus, Bolton, Wasaga Beach, Alliston, Orillia, Barrie
4. **BOLTON** - Orangeville, Alliston, Uxbridge
5. **FERGUS** - Orangeville, Guelph, Kitchener-Waterloo
6. **WASAGA BEACH**- Alliston, Orangeville, Orillia, Owen Sound, Barrie

7. **PORT ELGIN** - Kincardine, Wingham, Goderich, Owen Sound
8. **KINCARDINE** - Port Elgin, Wingham, Goderich, Owen Sound
9. **GODERICH** - Kincardine, Wingham, Listowel, Port Elgin
10. **WINGHAM** - Goderich, Kincardine, Listowel, Port Elgin
11. **LISTOWEL** - Wingham, Kitchener-Waterloo
12. **OWEN SOUND** - Kincardine, Port Elgin, Wasaga Beach, Barrie
13. **TILLSONBURG** - Ingersoll, Brantford, Strathroy, London, St. Thomas
14. **LONDON** - Tillsonburg, Ingersoll, Strathroy, St. Thomas
15. **ST. THOMAS** - Tillsonburg, Ingersoll, London, Strathroy
16. **ORILLIA** - Uxbridge, Alliston, Orangeville, Wasaga Beach, Barrie
17. **STRATHROY** - Ingersoll, London, Tillsonburg, St. Thomas
18. **INGERSOLL** - Strathroy, London, St. Thomas, Tillsonburg, Brantford
19. **ANCASTER** - Caledonia, Brantford, Cambridge, St. Catharines
20. **CALEDONIA** - Brantford, Ancaster, Cambridge, St. Catharines



21. **BRANTFORD** - Caledonia, Ancaster, Cambridge
22. **GUELPH** - Fergus, Kitchener-Waterloo, Cambridge
23. **CAMBRIDGE** - Kitchener-Waterloo, Guelph, Brantford
24. **KITCHENER-WATERLOO** - Guelph, Cambridge, Fergus, Stratford
25. **STRATFORD** - Kitchener-Waterloo
26. **BARRIE** - Wasaga Beach, Orillia, Alliston, Owen Sound, Orangeville, Keswick
27. **ST. CATHARINES** - Ancaster, Caledonia
28. **KESWICK** - Uxbridge, Alliston, Barrie

The foregoing is hereby acknowledged and agreed to by the Company and the Union.

Dated at Cambridge, this 28th day of September 1994.

**ZEHRS MARKETS**

**A DIVISION OF ZEHRMART LIMITED**

William Herzog	Sharon Hughes
Chuck Gyles	John Trussler
Bob Bagley	Paul Mansbridge
Dave Foster	

**UNITED FOOD AND COMMERCIAL WORKERS UNION - LOCAL 1977**

Brian Williamson	Scott Penner
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September 28, 1994

LETTER 4

Mr. Brian Williamson, President  
United Food and Commercial Workers Union'  
Local 1977  
R.R. #22  
Cambridge, ON N3C 2V4

Dear Mr. Williamson:

**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, covering Zehrs Markets retail stores, expiring June 28, 2000.

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.

Dated at Cambridge, this 28th day of September, 1994.

**ZEHRS MARKETS  
A DIVISION OF ZEHRMART LIMITED**

William Herzog	Sharon Hughes
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**UNITED FOOD AND COMMERCIAL WORKERS  
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Mr. Brian Williamson, President  
United Food and Commercial Workers Union  
Local 1977  
R.R. #22  
Cambridge, ON N3C 2V4

Dear Mr. Williamson:

**HE: LATERAL TRANSFERS**

This will confirm the agreement reached between the Company and the Union during the recently concluded negotiations for the Collective Agreement, covering Zehrs Markets retail stores, expiring June 28, 2000.

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 a" 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.

Dated at Cambridge, this 28th day of September 1994.

**ZEHR'S MARKETS  
A DIVISION OF ZEHRMART LIMITED**

William Herzog	Sharon Hughes
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**UNITED FOOD AND COMMERCIAL WORKERS UNION  
• LOCAL 1977**

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September 28, 1994

LETTER 6

Mr. Brian Williamson, President  
United Food and Commercial Workers Union  
Local 1977  
R.R. #22  
Cambridge, ON N3C 2V4

Dear Mr. Williamson:

**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, covering Zehrs Markets retail stores, expiring June 28, 2000.

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.

Dated at Cambridge, this 28th day of September 1994.

**ZEHRS MARKETS  
A DIVISION OF ZEHRMART LIMITED**

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**UNITED FOOD AND COMMERCIAL WORKERS  
UNION - LOCAL 1977**

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September 28, 1994

LETTER 7

Mr. Brian Williamson, President  
United Food and Commercial Workers Union  
Local 1977  
R.R. #22  
Cambridge, ON N3C 2V4

Dear Mr. Williamson:

**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, covering Zehrs Markets retail stores, expiring June 28, 2000.

When an employee, who has previous experience with the Company in a full time classification returns to that classification, he shall be placed at the same level on the wage progression schedule as when he left the classification, only if he has been out of the classification three (3) years or less. If he has been out of the classification for more than three (3) years, he shall be placed at the twelve (12) month level on the wage progression schedule.

Dated at Cambridge, this 28th day of September 1994.

**ZEHR'S MARKETS  
A DIVISION OF ZEHRMART LIMITED**

William Herzog  
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Bob Bagley  
Dave Foster

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John Trussler  
Paul Mansbridge

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Dave Fisher

Mr. Brian Williamson, President  
United Food and Commercial Workers Union  
Local 1977  
R.R. #22  
Cambridge, ON N3C 2V4

Dear Mr. Williamson:

**RE: UNDERTAKINGS 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, covering Zehrs Markets retail stores, expiring June 28, 2000.

1. 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).
2. The Company agrees to distribute the pay cheques by Thursday noon wherever and whenever practical excluding the week in which a statutory holiday occurs.
3. 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.
4. The Company agrees to schedule employees so that they will not lose any pay to attend a first aidcourse approved by the Company.

5. The Company agrees to continue with current practices with regards to cash register shortages - employees are not required to pay for shortages.
6. The Company agrees to discuss with the Union individual circumstances for compassionate reasons for transfers.
7. The Company agrees to provide as much notice as reasonably possible when store hours are being changed.
8. The Company agrees to give as much notice as reasonably and practicable when closing a store.
9. The Company agrees to deal with situations regarding adoptions, on an individual basis.
10. The Company agrees to review individual situations with regards to lockers.
11. The Company agrees to schedule deli employees separately from meat department employees, where deli departments stand alone.
12. The Company will reimburse employees who travel on approved Company business. Such travel allowance will be paid at 21.7 cents per kilometre or 35 cents per mile.
13. 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.
14. 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.
15. The parties have reached an understanding that people who qualify for U.I.C. -hours reduced to twenty-five per

cent (25%) or less of normal hours - may apply to be laid off for one (1) week.

16. The parties have met, discussed this matter and an understanding reached that:
  - a) Discharge/Discipline - is the responsibility of the Store Manager and persons above the rank of Store Manager.
  - b) 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).
17. The parties have met, discussed this matter and consensus reached that the Company will give serious consideration to leaves for compassionate reasons where:
  - a) Application made properly through personnel.
  - b) Legitimate situation with reasons clearly explained.
18. 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 C.B.A.

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



20. 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 workrequired, suchemployees will be given due consideration for such opportunities prior to a new hire.

Dated at Cambridge, this 28th day of September 1994.

**ZEHRS MARKETS  
A DIVISION OF ZEHRMART LIMITED**

William Herzog	Sharon Hughes
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**UNITED FOOD AND COMMERCIAL WORKERS  
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September 28, 1994

LETTER 9

Mr. Brian Williamson, President  
United Food and Commercial Workers Union  
Local 1977  
R.R. #22  
Cambridge, ON N3C 2V4

Dear Mr. Williamson:

**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, covering Zehrs Markets retail stores, expiring June 28, 2000.

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

Employees presently working a 39 hour work week will have until October 31, 1990, to indicate in writing to the Company of their intention to work less than 39 hours and more than 32 hours. (After October 31, 1990, employees will not have the right to work less than 39 hours.)

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

Dated at Cambridge, this 28th day of September 1994.

**ZEHRS MARKETS**  
A DIVISION OF **ZEHRMART LIMITED**

William Herzog  
Chuck Gyles  
Bob Bagley  
Dave Foster

Sharon Hughes  
John Trussler  
Paul Mansbridge

**UNITED FOOD AND COMMERCIAL WORKERS UNION -  
LOCAL 1977**

Brian Williamson  
Deb Kaufman  
Alex Irvin  
Darlene Duemo

Scott Penner  
Bob Kearney  
Roy Bryden  
Dave Fisher

September 28, 1994

LETTER 10

Mr. Brian Williamson, President  
United Food and Commercial Workers Union  
Local 1977  
R.R. #22  
Cambridge, ON N3C 2V4

Dear Mr. Williamson:

**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, covering Zehrs Markets retail stores, expiring June 28, 2000.

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

Dated at Cambridge, 28th day of September, 1994

**ZEHRS MARKETS  
A DIVISION OF ZEHRMART LIMITED**

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Dave Foster	

**UNITED FOOD AND COMMERCIAL WORKERS  
UNION - LOCAL 1977**

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September 28, 1994

LETTER 11

Mr. Brian Williamson, President  
United Food and Commercial Workers Union  
Local 1977  
R.R. #22  
Cambridge, ON N3C 2V4

Dear Mr. Williamson:

**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, covering Zehrs Markets retail stores, expiring June 28, 2000.

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

Dated at Cambridge, this 28th day of September, 1994.

**ZEHR'S MARKETS**  
**A DIVISION OF ZEHRMART LIMITED**

William Herzog	Sharon Hughes
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**UNITED FOOD AND COMMERCIAL WORKERS**  
**UNION - LOCAL 1977**

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September 28, 1994

**LETTER 12**

Mr. Brian Williamson, President  
United Food and Commercial Workers Union  
Local 1977  
R.R. #22  
Cambridge, ON N3C 2V4

Dear Mr. Williamson:

**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, covering Zehrs Markets retail stores, expiring June 28, 2000.

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

Dated at Cambridge, this 28th day of September, 1994.

**ZEHR'S MARKETS  
A DIVISION OF ZEHRMART LIMITED**

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September 28, 1994

LETTER 13

Mr. Brian Williamson, President  
United Food and Commercial Workers Union  
Local 1977  
R.R. #22  
Cambridge, ON N3C 2V4

Dear Mr. Williamson:

**RE: SNOW STORMS AND LOST HOURS "MAKE-UP" OPPORTUNITY**

The following outlines the practise 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) FULL-TIME**

- 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 practise 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 practise 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 practise 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.

Dated at Cambridge, this 28th day of September, 1994.

**ZEHRS MARKETS  
A DIVISION OF ZEHRMART LIMITED**

William Herzog	Sharon Hughes
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**UNITED FOOD AND COMMERCIAL WORKERS  
UNION - LOCAL 1977**

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September 28, 1994

LETTER 14

Mr. Brian Williamson, President  
United Food and Commercial Workers Union  
Local 1977  
R.R. #22  
Cambridge, ON N3C 2V4

Dear Mr. Williamson:

**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, covering Zehrs Markets retail stores, expiring June 28, 2000.

With respect to Registered Retirement Savings Plans, Credit Unions, and the ability for employees to make automatic contributions through the Zehrs payroll system, the Company agrees to meet with the Union prior to June, 1993, to discuss the implementation of such a system.

Dated at Cambridge, this 28th day of September, 1994.

**ZEHRS MARKETS  
A DIVISION OF ZEHRMART LIMITED**

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September 28, 1994

LETTER 15

Mr. Brian Williamson, President  
United Food and Commercial Workers Union  
Local 1977  
R.R. #22  
Cambridge, ON N3C 2V4

Dear Mr. Williamson:

**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, covering Zehrs Markets retail stores, expiring June 28, 2000.

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

Dated at Cambridge, this 28th day of September, 1994

**ZEHRS MARKETS  
A DIVISION OF ZEHRMART LIMITED**

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September 28, 1994

Mr. Brian Williamson, President  
United Food and Commercial Workers Union  
Local 1977  
R.R. #22  
Cambridge, ON N3C 2V4

Dear Mr. Williamson:

**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, covering Zehrs Markets retail stores, expiring June 28, 2000.

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 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.
5. When the incumbent returns to their former position, the successful applicant to the "Temporary Posting" shall be reinstated to their former position and location.
6. 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.
7. Upon the incumbent's return, the Company will attempt to give as much notice to an affected employee as possible.
8. 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.

- 9. 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.
- 10. 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.
- 11. It is agreed that the provisions of Article 6.08(d) do not apply to a successful applicant currently in the temporary full time job.
- 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:

The appropriate percent accrued while part time plus the appropriate percent accrued while full time, will be paid for each vacation year.

Dated at Cambridge, this 28th day of September, 1994.

**ZEHRS MARKETS**  
A DIVISION OF **ZEHRMART LIMITED**

William Herzog	Sharon Hughes
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**UNITED FOOD AND COMMERCIAL WORKERS**  
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Mr. Brian Williamson, President  
United Food and Commercial Workers Union  
Local 1977  
R.R. #22  
Cambridge, ON N3C 2V4

Dear Mr. Williamson:

**RE: SENIOR GROCERY CLERKS**

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement, covering Zehrs Markets retail stores, expiring June 28, 2000.

The Company and Union agree that in stores with a sales volume of less than \$200,000, where a Senior Grocery Clerk ceases employment, the Company and Union shall meet to discuss whether the resulting vacancy will be filled.

Dated at Cambridge, this 28th day of September, 1994

**ZEHR'S MARKETS  
A DIVISION OF ZEHRMART LIMITED**

William Herzog	Sharon Hughes
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Dave Foster	

**UNITED FOOD AND COMMERCIAL WORKERS  
UNION - LOCAL 1977**

Brian Williamson	Scott Penner
Deb Kaufman	Bob Kearney
Alex Irvin	Roy Bryden
Darlene Duemo	Dave Fisher

September 28, 1994

LETTER 18

Mr. Brian Williamson, President  
United Food and Commercial Workers Union  
Local 1977  
R.R. #22  
Cambridge, ON N3C 2V4

Dear Mr. Williamson:

**RE: HEAD GENERAL MERCHANDISE CLERK**

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement, covering Zehrs Markets retail stores, expiring June 28, 2000.

It is understood and agreed between the parties that in the event the full time Head General Merchandise Clerk position in Treasure Island (London) and Highland Hills (Kitchener) become vacant they will be posted under the terms of the Collective Agreement.

The successful applicant will become a member of the Union and the position will be covered by all the terms and conditions of the Collective Agreement.

Dated at Cambridge, this 28th day of September, 1994.

**ZEHRS MARKETS**  
A DIVISION OF **ZEHRMART LIMITED**

William Herzog	Sharon Hughes
Chuck Gyles	John Trussler
Bob Bagley	Paul Mansbridge
Dave Foster	

**UNITED FOOD AND COMMERCIAL WORKERS UNION -  
LOCAL 1977**

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Mr. Brian Williamson, President  
United Food and Commercial Workers Union  
Local 1977  
R.R. #22  
Cambridge, ON N3C 2V4

Dear Mr. Williamson:

**RE: CERTIFIED TRAINING (BILL 208)**

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement, covering Zehrs Markets retail stores, expiring June 28, 2000.

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.

Dated at Cambridge, this 28th day of September, 1994.

**ZEHRS MARKETS**  
A DIVISION OF **ZEHRMART LIMITED**

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September 28, 1994

LETTER 60

Mr. Brian Williamson, President  
United Food and Commercial Workers Union  
Local 1977  
R.R. #22  
Cambridge, ON N3C 2V4

Dear Mr. Williamson:

**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, covering Zehrs Markets retail stores, expiring June 28, 2000.

In the event the current legislation governing the premium payments for O.H.I.P. 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.

Dated at Cambridge, this 28th day of September, 1994.

**ZEHR'S MARKETS  
A DIVISION OF ZEHRMART LIMITED**

William Herzog	Sharon Hughes
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Bob Bagley	Paul Mansbridge
Dave Foster	

**UNITED FOOD AND COMMERCIAL WORKERS  
UNION - LOCAL 1977**

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September 28, 1994

LETTER 21

Mr. Brian Williamson, President  
United Food and Commercial Workers Union  
Local 1977  
R.R. #22  
Cambridge, ON N3C 2V4

Dear Mr. Williamson:

**RE: STORE CLOSURES**

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement, covering Zehrs Markets retail stores, expiring June 28, 2000.

In the event of a store closure in the stores covered by U.F.C.W. Local 1977, the Company may create a job opportunity in one of the stores covered by U.F.C.W. Local 175/633 after the employees have exercised all of their rights under the Collective Agreement.

The affected Full Time employee would have day one seniority and Company service for benefits.

This would apply to Local 175/633 employees in exactly the same manner.

Dated at Cambridge, this 28th day of September, 1994

**ZEHRS** MARKETS  
A DIVISION OF **ZEHRMART** LIMITED

William Herzog  
Chuck Gyles  
Bob Bagley  
Dave Foster

Sharon Hughes  
John Trussler  
Paul Mansbridge

UNITED FOOD AND COMMERCIAL WORKERS UNION -  
LOCAL **1977**

Brian Williamson  
Deb Kaufman  
Alex Irvin  
Darlene Duemo

Scott Penner  
Bob Kearney  
Roy Bryden  
Dave Fisher

Mr. Brian Williamson, President  
United Food and Commercial Workers Union  
Local 1977  
R.R. #22  
Cambridge, ON N3C 2V4

Dear Mr. Williamson:

**RE: VOLUNTARY SUNDAY WORK**

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement, covering Zehrs Markets retail stores, expiring June 28, 2000.

The parties agree to establish a joint committee to review with all employees, a positive approach to the issue of employees working on Sunday. The Union and the Company agree that Sunday is an important day to the long term success of our business and will agree to a fair and co-operative approach to work on Sundays.

The Union and the Company recognize the right of employees to refuse work on Sunday.  
As a result of the above circumstances, it is imperative the parties work together to resolve scheduling issues at its stores.

In the event that the current legislation is amended to eliminate the voluntary aspect of Sunday work, the Company and the Union agree to meet and review all outstanding issues with regard to involuntary work on Sunday.

The Union agrees to present the results of these discussions to the membership for ratification as soon as is reasonably possible following the conclusion of the discussions as to the issues regarding involuntary Sunday work.

legislation shall have all terms of the Collective Agreement apply, excluding Article 1.06 b) i), iii), iv), and v), except that scheduling of hours shall be from Sunday to Saturday.

Employees hired prior to a change in legislation, would be offered Sunday hours in the same manner as is currently in place, unless a change to this manner of Sunday work is ratified by the membership.

Dated at Cambridge, this 28th day of September, 1994.

**ZEHR'S MARKETS  
A DIVISION OF ZEHRMART LIMITED**

William Herzog	Sharon Hughes
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Mr. Brian Williamson, President  
United Food and Commercial Workers Union  
Local 1977  
R.R. #22  
Cambridge, ON N3C 2V4

Dear Mr. Williamson:

**RE: MODIFIED WORK PROGRAM JOINT  
COMMITTEE  
(Zehrs Markets and UFCW Local 1977)**

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement, covering Zehrs Markets retail stores, expiring June 28, 2000.

Zehrs Markets and UFCW Local 1977, 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.

Dated at Cambridge, this 28th day of September, 1994.

**ZEHRS MARKETS  
A DIVISION OF ZEHRMART LIMITED**

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**UNITED FOOD AND COMMERCIAL WORKERS  
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Mr. Brian Williamson, President  
United Food and Commercial Workers Union  
Local 1977  
R.R. #22  
Cambridge, ON N3C 2V4

Dear Mr. Williamson:

**RE: HEALTH AND SAFETY ISSUES**  
**ZEHRS MARKETS AND UFCW LOCAL 1977**

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement, covering Zehrs Markets retail stores, expiring June 28, 2000.

The Company and the Union agree to discuss the following issues during the regular meeting at the Executive Joint Health and Safety Committee during the term of this Agreement.

1. Violence in the workplace.
2. Security with regard to the handling of cash on a till and in the office.
3. Discuss and make recommendations on ergonomic and workplace components.
4. On-going training for In-store Health & Safety Committee members.
5. Training for and restricted use of power jack equipment.

Dated at Cambridge, this 28th day of September, 1994.

**ZEHRS MARKETS**  
A DIVISION OF **ZEHRMART LIMITED**

William Herzog	Sharon Hughes
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**UNITED FOOD AND COMMERCIAL WORKERS UNION -**  
**LOCAL 1977**

Brian Williamson	Scott Penner
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Alex Irvin	Roy Bryden
Darlene Duemo	Dave Fisher

Mr. Brian Williamson, President  
United Food and Commercial Workers Union  
Local 1977  
R.R. #22  
Cambridge, ON N3C 2V4

Dear Mr. Williamson:

**RE: COUNTER READY MEATS**

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement, covering Zehrs Markets retail stores, expiring June 28, 2000.

During the course of these negotiations a counter ready meat 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 full time meat department employees on the payroll for the Company on the date of ratification.

When a full time employee is displaced as a result of the counter ready meat 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 the counter ready meat program has caused the reduction of full time meat department 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.

Dated at Cambridge, this 28th day of September, 1994.

**ZEHRS MARKETS  
A DIVISION OF ZEHRMART LIMITED**

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Mr. Brian Williamson, President  
United Food and Commercial Workers Union  
Local 1977  
R.R. #22  
Cambridge, ON N3C 2V4

Dear Mr. Williamson:

**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, covering Zehrs Markets retail stores, expiring June 28, 2000.

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

Dated at Cambridge, this 28th day of September, 1994.

**ZEHR'S MARKETS  
A DIVISION OF ZEHRMART LIMITED**

William Herzog	Sharon Hughes
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Mr. Brian Williamson, President  
United Food and Commercial Workers Union  
Local 1977  
R.R. #22  
Cambridge, ON N3C 2V4

Dear Mr. Williamson:

**RE: CONSECUTIVE SCHEDULING OF NIGHT  
CREW  
(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, covering Zehrs Markets retail stores, expiring June 28, 2000.

The Company agrees to meet with night crew employees and representatives of the Union, where requested (by night crew employees) to review concerns related to scheduling consecutive night shifts.

Dated at Cambridge, this 28th day of September, 1994

**ZEHRS MARKETS  
A DIVISION OF ZEHRMART LIMITED**

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September 28, 1994

Mr. Brian Williamson, President  
United Food and Commercial Workers Union  
Local 1977  
R.R. #22  
Cambridge, ON N3C 2V4

Dear Mr. Williamson:

**RE: CREDIT UNION (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, covering Zehrs Markets retail stores, expiring June 28, 2000.

Credit Unions - the Company agrees to offer the Central Canada Grocers Inc. (C.C.G.I.) Credit Union to Zehrs employees. The sign up and application process will begin directly after the date of ratification.

Dated at Cambridge, this 28th day of September, 1994

**ZEHR'S MARKETS  
A DIVISION OF ZEHRMART LIMITED**

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Mr. Brian Williamson, President  
United Food and Commercial Workers Union  
Local 1977  
R.R. #22  
Cambridge, ON N3C 2V4

Dear Mr. Williamson:

**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, covering Zehrs Markets retail stores, expiring June 28, 2000.

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 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.

Dated at Cambridge, this 28th day of September, 1994.

**ZEHRS MARKETS  
A DIVISION OF ZEHRMART LIMITED**

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Mr. Brian Williamson, President  
United Food and Commercial Workers Union  
Local 1977  
R.R. #22  
Cambridge, ON N3C 2V4

Dear Mr. Williamson:

**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, covering Zehrs Markets retail stores, expiring June 28, 2000.

The Company agrees to implement electronic pay deposit to a chartered bank of the employees choice, not later than June 1, 1995. The deposit stub that employees will receive will break out all monies paid in the box "other".

Dated at Cambridge, this 28th day of September, 1994.

**ZEHR'S MARKETS  
A DIVISION OF ZEHRMART LIMITED**

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Mr. Brian Williamson, President  
United Food and Commercial Workers Union  
Local 1977  
R.R. #22  
Cambridge, ON N3C 2V4

51 ✓  
2

Dear Mr. Williamson:

**RE: CONSUMER PRICE INDEX**

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement, covering Zehrs Markets retail stores, expiring June 28, 2000.

Adjustments caused by this provision shall be incorporated into the standard hourly rates and shall be reviewed and adjusted annually based on the CPI for Canada (1986=100), published by Stats Canada.

The basic CPI for this provision is based at 130.7 (July 1, 1994)

It is agreed that this provision shall only apply when a greater than 3 point increase (trigger point) occurs year over year, and therefore if the CPI causes such increase or decrease, it shall change by 1 cent (1¢) for each 0.325 increase over or under the trigger point.

The increases or decreases in the CPI will not reduce the wages below the basic wages plus contractual increases.

The CPI adjustment will be reviewed on July 1 of each year. This letter will expire on June 28, 2000 and any increase in wages caused by the adjustment will continue to be paid.

Dated at Cambridge, this 28th day of September, 1994.

**ZEHRS MARKETS  
A DIVISION OF ZEHRMART LIMITED**

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**UNITED FOOD AND COMMERCIAL WORKERS UNION -  
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Mr. Brian Williamson, President  
United Food and Commercial Workers Union  
Local 1977  
R.R. #22  
Cambridge, ON N3C 2V4

Dear Mr. Williamson:

**RE: FULL TIME PERSONAL ASSURANCE**

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement, covering Zehrs Markets retail stores, expiring June 28, 2000.

All Full Time Employees on the Full Time payroll as of the date of ratification shall be given a personal assurance of Full Time employment within the Company from the date of ratification through to June 28, 2000.

Dated at Cambridge, this 28th day of September, 1994.

**ZEHR'S MARKETS  
A DIVISION OF ZEHRMART LIMITED**

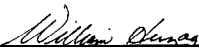

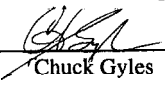
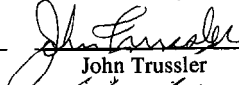
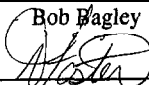
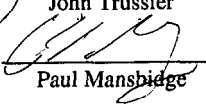
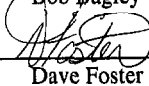
William Herzog	Sharon Hughes
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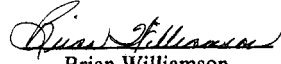
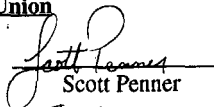

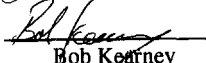
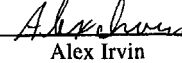



Signed in Cambridge, this 16th day of February, 1995.

**For the Company**

 William Herzog	 Sharon Hughes
 Chuck Gyles	 John Trussler
 Bob Bagley	 Paul Mansbridge
 Dave Foster	

Zehrs Markets  
A Division of Zehrmart Limited

**For the Union**

 Brian Williamson	 Scott Penner
 Deb Kaufman	 Bob Kearney
 Alex Irvin	 Rob Bryden
 Darlene Duemo	 Dave Fisher

United Food and Commercial Workers - Local 1977



✓ 1/3 **RIGHT TO REFUSE UNSAFE WORK**

If you encounter an unsafe condition at work:

1. Worker reports problem to Department Head or Store Manager.
2. Manager, Department Head and Certified Worker or Committee Member investigate the situation.
3. Worker returns to work if he/she deems situation no longer dangerous.

If parties reach an impasse:

1. Worker continues to refuse if reasonable grounds remain.
2. Worker stays in safe place, but may be assigned alternative work.
3. Ministry of Labour Inspector requested by worker, worker's Certified Safety Representative or employer investigates refusal (contact your Union Representative or Local Union Office at this point or sooner).
4. Inspector conducts investigation in presence of all parties.
5. Inspector issues written decision.
6. Worker returns to work following completion of required action.

**NOTE:** At no time during a legal work refusal will a worker lose pay.

**EMPLOYER'S DUTIES:**

Among other things, the employer must:

- Provide information, instruction and training so that the employee can work in a safe manner.
- Acquaint the worker with any workplace hazard.
- Appoint a competent person as supervisor.
- Co-operate with and assist the health and safety committee and representative.
- Take every precaution reasonable for the protection of the worker.

### **SUPERVISOR'S DUTIES:**

In stores, the Supervisor is normally the Store Manager. He must:

- Ensure that the worker works in a safe manner and uses all the equipment, protective devices or clothing that is required.
- Advise a worker of any potential or actual danger to their health and safety.
- Provide written safety instructions, where required.
- Be familiar with the Act and regulations.

**NOTE:** Department Heads in the bargaining unit must also ensure that workers work in a safe manner, as above, but they cannot discipline workers who refuse, for example, to wear safety equipment. If a meat manager is unable to convince a fellow worker to wear a mesh apron when he is required to do so, he should simply report the situation to the Store Manager.

### **WORKERS' OBLIGATIONS:**

- Use all safety equipment and wear all protective clothing required by the employer.
- Report any potentially unsafe condition or defect in safety equipment to your Supervisor.
- Obey the Health & Safety law and all regulations and report any violations of the law or regulations to your Supervisor.

### **WORKERS MAY NOT:**

- Remove or turn off any safety device.
- Use any equipment or work in a manner which may endanger yourself or another worker.
- Engage in horseplay of any kind.

HAZARDOUS MATERIALS CLASSES AND SYMBOLS



Class A

Compressed Gas



Class B

Flammable and Combustible Material



Class C

Oxidizing Material



Materials Causing Immediate Serious Toxic Effects



Class D - Poisonous and Infectious Material

Materials Causing Other Toxic Effects



Biohazardous Infectious Material



Class E

Corrosive Material



Class F

Dangerously Reactive Material

WHIMS covers six broad types, or classes of hazardous materials, which are lettered A through F. Divisions are provided in some classes to separate different groups of hazardous materials with a class. Symbols are used for these different types of hazardous materials.

- Class A Compressed Gas - This class includes compressed gases, dissolved gases and gases liquified by compression or refrigeration.
- Class B Flammable and Combustible Material - Solids, liquids and gases capable of catching fire or exploding in the presence of a source of ignition.
- Class C Oxidizing Material - Materials which provide oxygen or a similar substance and which increase the risk of fire if they come in contact with flammable or combustible materials.
- Class D Poisonous & Infectious Materials (Division 1) - Materials causing immediate and serious toxic effects. This division covers materials which can cause the death of a person exposed to small amounts.
- Class D Materials Causing Other Toxic Effects (Division 2) - This division covers materials which cause immediate skin or eye irritation as well as those which can cause long-term effects in a person repeatedly exposed to small amounts.
- Class D Biohazardous Infectious Material (Division 3) - This division applies to materials which contain harmful micro-organisms.
- Class E Corrosive Material - Acid or caustic materials which can destroy the skin or eat through metals.
- Class F Dangerously Reactive Material - Products which can undergo dangerous reactions if subjected to heat, pressure, shock or allowed to be in contact with water.

## **WORKERS' COMPENSATION**

The Workers' Compensation board (WCB) is an employer paid insurance program that protects workers against the loss of income due to job related injuries and disease. Here are answers to the most commonly asked questions about WCB benefits:

### **WHAT DO I DO IF I HAVE AN ACCIDENT AT WORK?**

All accidents, even minor ones, must be reported to management immediately. If the accident is serious enough to leave work, you must seek medical attention as soon as possible. Accidents which only require a short recovery period or simple first aid must be recorded in the first aid book, which every workplace is required by law to have.

### **WHAT FORMS MUST BE FILLED OUT TO RECEIVE COMPENSATION?**

The completion of 3 forms are essential in order to receive WCB benefits.

First, an Accident Investigation form must be filled out at the store either by the store manager or his/her designate. Upon completion, the form is then sent to the Human Resources Department at Zehrs Administration Office where the information from the Accident Investigation form is transferred on to an "Employer's Report of Injury/Disease - Form 7". This form is then sent to the Compensation Board, and a copy mailed to you.

Please note that you do not have to **actually** lose time from work in order to initiate a WCB claim. Even if you consult a doctor and are sent back to work the next day, your employer must file their report. This is known as a "No Lost Time" claim.

The second form is called a "Doctor's First Report - Form 8". Most hospitals, clinics and doctors' offices have a

supply of these forms on hand. Once it has been established that a work related injury or disease has occurred, the treating physician will fill out this form and forward it to the WCB.

The third form is called "Worker's Report of Injury/Disease - Form 6". Once the WCB has been made aware of your claim by receiving the Form 7 and 8, the Form 6 is mailed directly to your home for completion.

Once the WCB has received all of the forms back, a decision will be made to either allow or deny benefits to the injured/ill worker.

#### **WHAT ARE WCB BENEFITS WORTH?**

Once your claim is allowed, you will receive 90% of your net earnings. WCB benefits are non-taxable. WCB cheques are sent every two weeks. A normal claim will take about 2 months to process before you begin receiving benefits, assuming that the three important forms are submitted as quickly as possible.

#### **HOW LONG DO BENEFITS LAST?**

Most people who have workplace accidents are back to work within four weeks or less. Serious injuries can take months or even years to recover from. As long as you are judged to be totally disabled and the disability is considered temporary, WCB benefits will continue.

#### **WHAT IF I HAVE A HEALTH PROBLEM THAT IS CAUSED BY MY JOB BUT I DIDN'T HAVE AN ACTUAL ACCIDENT AT WORK?**

Back problems, tendonitis, carpal tunnel syndrome, ring and bag syndrome, etc. are just a few of the work-related disabilities suffered by U.F.C.W. members. If you feel you may be in the non-accident work-related disability category, first consult your doctor. If he/she agrees that your

problem is or is likely to have **been caused by your job**, a Doctor's First Report should be submitted right away. Inform your employer of your doctor's opinion and ask that the employer's Accident Investigation form be filled out. Your employer cannot refuse to report any accident, injury or disease that you believe is caused by your job. Only the Workers' Compensation Board can decide whether or not you have a legitimate claim.

**WHAT HAPPENS IF MY CLAIM IS TURNED DOWN BY THE WCB?**

You can appeal an adverse decision by the WCB. The Union will assist you and represent you without charge. Do not consult a lawyer, since their services are not free. The Union employs WCB experts to help you.

**WOULDN'T I BE BETTER OFF CLAIMING SICK PAY?**

In most cases, NO. However, if you have a *non-work*-related disability which requires you to take time off from work, consult the Union for advice.

**DOES THE WCB COVER PART TIME EMPLOYEES?**

Yes. The same rules and benefits apply, regardless of the number of hours you work per week, whether you are a student or not.

**WHAT IF MY BENEFITS ARE LATE OR ARE CUT OFF FOR SOME REASON?**

Contact the Union office without delay. All WCB enquiries are treated in the strictest confidence. Remember, never let management talk you out of filing a WCB claim. You may regret it later, when your disability won't go away. It is illegal for management to interfere with your right to make a WCB claim. If you have any problems or concerns, contact the Union Office.

## **MODIFIED WORK**

Modified work is a tool that is used to return injured/ill members back to work who may not be able to start right back at the jobs they were performing prior to the injury/illness.

Modified work can be provided for members who are returning from **WCB, LTD, WI, UIC, Sick Leave** or other medical reasons.

Usually, modified work is a temporary vehicle designed to help members be **re-integrated** into the workplace, to their **pre-injury/illness** jobs.

Such modifications may include reduced hours, rotation of job duties, more frequent or shorter rest periods, ladders, step stools, chairs, or many other types of modifications especially designed to suit the medical needs of each individual.

Once your doctor has released you for a return to modified work, have him/her put into writing any physical restrictions or limitations that you may have so that your store manager, **Zehrs** Administrative Office and your Union Representative will have a guideline to work with to return you to modified work.

**if you have moved recently,  
please inform the Local Union office by completing  
' and tearing out this Change of Address form  
and return to the Union office  
via your store courier, or mail to:**

**U.F.C.W. Local 1977  
R.R. #22  
Cambridge, ON N3C 2V4**

**Change of Address**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
Postal Code: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Store: \_\_\_\_\_

**It is important that the Local Union  
be made aware of your current mailing address  
to ensure that pertinent information regarding  
benefits, pensions, etc.,  
may be mailed to you.**