

Collective Agreement

Between

**The Great Atlantic & Pacific Company of
Canada Ltd**

and

**United Food and Commercial Workers
International Union**

Full-Time & Part time
Local 175 and local 633

Begins:
08/04/1992

Terminates:
06/13/1994

04265(05)
Source: co
Employees: 3200
Received by: sd
Date:

THE OCCUPATIONAL HEALTH & SAFETY ACT

Most work-related disabilities can be avoided if both management and workers live up to their responsibilities under Ontario's Occupational Health and Safety Act. Here is a quick guide to the Act. For details, refer to the Act itself, which is found in the small green book which must be posted in every workplace.

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 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 and Safety law and all regulations and report any violations of the law or regulations to your Supervisor.

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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.

The Right to Refuse Unsafe Work

If you encounter an unsafe condition at work, your first obligation is to report it to your Supervisor. Once you have done that, you may refuse to work at a job or task where you have reason to believe that:

- Any machine or equipment you are supposed to use is likely to endanger yourself or another worker, or
- The condition of the workplace itself is hazardous.

You must promptly notify your Supervisor of your refusal. He must then investigate the matter in your presence and that of a health and safety representative of the workers (normally the Steward or a member of the Health & Safety Committee). If the Supervisor orders you back to work and you are still not satisfied that the job is safe, you may continue to refuse to work, provided you have reasonable grounds to believe the condition still constitutes a hazard.

At this point, the Inspector from the Ministry of Labour must be called in. While you are waiting for him, the Supervisor can request that someone else perform the job provided that he is informed that the job was refused and the reasons for the refusal. This second worker also has the ~~me~~ right to refuse. The refusing worker may be assigned reasonable alternative work, subject to the Collective Agreement.

The decision of the Inspector is final. Although his order may be appealed, you must return to the job if he so orders, pending the outcome of such appeal.

FULL-TIME INDEX

Article	Page
I	1
a	2
III	4
IV	4
V	5
VI	6
VII	7
VIII	10
IX	11
XI	19
XII	25
XIII	29
XIV	30
XV	32
XVI	35
XVII	36
XVIII	36
XIX	37
XX	37
XXI	37
XXII	37
XXIII	38
XXIV	38
XXV	38
XXVI	39
XXVII	39
XXVIII	40
XXIX	40
XXX	41
XXXI	45
XXXII	46
XXXIII	46

Article

Page

Appendix "A"	47
Appendix "B"	49
Appendix "C"	52
Appendix "D"	53
Appendix "E"	54
Appendix "F"	58

PART-TIME INDEX

Article		Page
I	Recognition	61
II	Union Security	62
III	Relationship	63
IV	Management Functions	63
V	Strikes and Lock-outs	64
VI	Stewards	64
VII	Grievance Procedure	65
VIII	Arbitration	69
IX	Seniority	70
X	Hours of Work	73
XI	Wage Rates	78
XII	Leave of Absence	80
XIII	Vacations	81
XIV	Business Representative	82
XV	Rest Periods	82
XVI	Safety and Health	83
XVII	Gender	83
XVIII	Uniforms and Tools	83
XIX	Rest Rooms	84
XX	Specified Holidays	84
XXI	Bereavement Pay	85
XXII	Jury Duty	85
XXIII	Pension	86
XXIV	Optical Plan	87
XXV	Time Clocks	88
XXVI	Illness and Injury	88
XXVII	General	89
XXVIII	O.H.I.P.	89
XXIX	Successors and Assigns	89
XXX	Duration and Termination	89
	Appendix "A"	91
	Appendix "B"	92
	Letters of Understanding	95

THIS AGREEMENT made this 8th day of October, 1992.'

BETWEEN:

**THE GREAT ATLANTIC & PACIFIC COMPANY
OF CANADA, LIMITED**

(herein called the "Company")

OF THE FIRST PART

— AND. —

**UNITED FOOD & COMMERCIAL WORKERS
INTERNATIONAL UNION, LOCAL UNION 175**

— AND —

**UNITED FOOD & COMMERCIAL WORKERS
INTERNATIONAL UNION, LOCAL UNION 633**

(herein called the "Union")

OF THE SECOND PART

**Article I
RECOGNITION**

1.01 The Company recognizes Local Union 175 as the exclusive *bargaining agent* for all employees of the Company in its Retail Stores located in the Province of Ontario, save and except Assistant Store Managers, persons above the rank of Assistant Store Manager, Meat Department employees, persons regularly employed for not more than twenty-four (24) hours per week, students employed in off school hours and during the school vacation period, and employees of its retail stores located at 671 Grand Ave. E., Chatham, 7650 Tecumseh Rd., 2491 Dougall Ave. and

1440 Huron Church Rd., Windsor, and 560 Exmouth St., Sarnia.

1.02 The Company recognizes Local Union 633 as the exclusive bargaining agent for all Meat Department employees of the Company in its Retail Stores located in the Province of Ontario, save and except persons regularly employed for not more than twenty-four (24) hours per week, students employed in off school hours and during the school vacation period, and employees of its retail stores located at 671 Grand Ave. E., Chatham, 7650 Tecumseh Rd., 2491 Dougall Ave. and 1440 Huron Church Rd., Windsor, and 560 Exmouth St., Sarnia.

1.03 The term "employee" or "employees" as used in this Agreement, unless clearly specified otherwise shall mean only those employees who are included in the bargaining unit, as described in Section 1.01 and 1.02 above.

1.04 The employees of the Company not covered by this Agreement shall not perform work normally performed by bargaining unit employees. The foregoing shall not apply to Store Managers in stores whose sales volume for the previous four quarters is less than \$100,000.00 per week, and Assistant Store Managers in stores whose sales for the previous four quarters is less than \$150,000.00 per week.

Article II UNION SECURITY

$\frac{1}{3}$ 2.01 (a) All employees covered by the Agreement dated January 9, 1970, those who enter into the employment of the Company, and those who join the Union during the term of this Agreement, shall, as a condition of employment, become and remain a member in good standing of the Union.

(b) The Company agrees that each employee will be required to sign an authorization card directing the Company to deduct Union initiation fees and weekly dues from the first pay due him, and such dues weekly thereafter. Any such authorization shall take effect as of the next regular deduction date after it is received by the Company. The “fees and dues shall be forwarded to the Union monthly by the 15th day of the following month.

2.02 The Company will, at the time of making each remittance hereunder to the Financial Secretary of the Union, supply a statement consisting of two (2) alphabetical listings, one for Local 175 (F.T.) and one for Local 633 showing each employee’s name, social insurance number and designated store number, with a notation beside the name of each full time employee for whom dues have not been deducted, indicating the reason for no deduction. In addition, the Company shall supply the Union with a list of the names of employees hired and terminated each month and the starting salaries of the newly hired employees, as well as on a quarterly basis, a list of employees’ names, social insurance numbers, addresses, and telephone numbers currently on file, with such list to be sorted alphabetically within store and by ascending store number.

(a) Part time employees temporarily working full time hours who are advanced to permanent full time under Section 10.14 (a) of the Part Time Agreement shall be required to pay full time Union dues and shall have their dues adjusted accordingly by the Company.

2.03 It is agreed that the Union will indemnify and save the Company harmless for any and all claims which may be made against it by an employee or employees for amounts deducted from pay as provided by this Article.

Article III RELATIONSHIP

3.01 The Company and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members because of an employee's activity or lack of activity in the Union.

3.02 The Company and the employees shall not enter into any agreement inconsistent with the provisions of this Collective Agreement.

Article IV MANAGEMENT FUNCTIONS

4.01 The Union acknowledges that it is the exclusive function of the Company to:

(a) maintain order, discipline and efficiency;

(b) generally to manage the enterprises in which the Company is engaged and without restricting the generality of the foregoing, the right to plan, direct and control operations, direct the work forces, determine the number of personnel required from time to time, the standards of performance, the number and location of stores and facilities, services to be performed and the methods, procedures and equipment in connection therewith, determine the goods to be sold and produced and the methods, processes and means of production and the control of material to be incorporated in the products produced, the products to be handled, the schedules of work, the extension, limitation, curtailment or cessation of operations. It being understood that in the event of the introduction of new or improved methods of operations affecting the employees covered by

this Agreement, the Company will give the Union advance notice of such proposed changes. Should such changes result in the displacement of employees, the Company agrees to meet with the Union to discuss the possibilities of alternate employment.

(c) hire, discharge, direct, transfer, classify, promote, demote, lay-off, recall and suspend or otherwise discipline employees subject to the right of an employee to lodge a grievance in the manner provided in Article VII.

Article V STRIKES AND LOCK-OUTS

5.01 In view of the arrangements provided by this Agreement for the disposition of any grievance as herein provided, the Company agrees that there will be no lock-out of employees and the Union agrees that there will be no strike, slow-down, sit-down or other action which interferes with work or operations, or picketing of any kind or form whatsoever, however peaceful.

Article VI STEWARDS

6.01 Local Union 633 will be entitled to elect or appoint one (1) Steward for each store. Local Union 175 will be entitled to elect or appoint two (2) Stewards for each store except in stores wherein a night shift is worked. In such stores, an additional Steward may be designated for the night shift. The duties of a Steward shall be to assist employees working in the store in servicing complaints or grievances in accordance with the Grievance Procedure in dealing with matters arising under the terms of this Agreement.

6.02 The Union shall once every six (6) months keep the Manager, Industrial Relations notified in writing of the names of its authorized Stewards and other Local Union representatives and the respective dates of their appointment.

6.03 The Union acknowledges that the Stewards and other Local Union representatives have their regular duties to perform on behalf of the Company and that such persons will not leave their regular duties without receiving permission from the Store Manager, or his appointee, which permission will not be unreasonably withheld. In accordance with this understanding, the Company will compensate such Stewards at their regular straight time hourly rate for time spent servicing complaints or grievances hereunder during their regular working hours.

6.04 A. The Company agrees that, whenever an interview is held with an employee that becomes part of his record regarding his work or conduct, a full-time steward will be present as a witness. The employee may request that the steward leave the meeting.

B. In the event a full-time steward is not present, the condition will be brought *to the attention* of the employee. The meeting that becomes part of the employee's record will be postponed until the steward is available.

C. If the meeting is held without the steward, any conclusions, verbal or written, will be null and void except in the case where the employee requested the steward to leave.

D. Should any reprimand, warning or disciplinary measure be issued in writing, the employee in question shall receive a copy of such written reprimand, warning or disciplinary measure within seven (7) worked days of the discovery of the alleged offence, except that an extension of time may be requested in order to complete an investigation.

Article VII

GRIEVANCE PROCEDURE

7.01 It is the mutual desire of the parties hereto that complaints or grievances of employees shall be adjusted as quickly as possible. A grievance concerning the interpretation, application or alleged violation of this Agreement must be processed within seven (7) working days after the circumstances giving rise to the grievance originate or occur in the following manner and sequence:

Step No. 1

The employee concerned and the steward will discuss the complaint or grievance with the Store Manager, or his appointee. The Store Manager, or his appointee, may have such assistance as he may desire during the discussion. Failing settlement, the Store Manager, or his appointee, shall give an oral decision within three (3) working days following presentation of the complaint or grievance by him; failing settlement—

Step No. 2

Within three (3) working days after the decision is given under Step No. 1, the written grievance shall be submitted by the steward to the Store's District Manager or his appointee. The grievance shall be signed by the employee and shall set out the nature of the grievance, the section(s) allegedly violated and the remedy sought. A discussion will be held between the District Manager, or his appointee, and the Business Representative of the Union. The District Manager, or his appointee, shall deliver his decision in writing within five (5) working days following the date of such discussion; failing settlement—

Step No. 3

Within five (5) working days after the decision is given

within Step No. 2, the grievance may be submitted in writing to the Manager, Industrial Relations, or his appointee. If requested, a meeting may be held within a further period of five (5) working days between the Manager, Industrial Relations, or his appointee, and representatives of the Union. It is also understood that the parties may have such counsel and assistance as they may desire at any meeting. The Manager, Industrial Relations, or his appointee's decision shall be delivered in writing within five (5) working days following the date of such meeting.

The time limits as prescribed above may be modified by mutual agreement in writing of the parties.

7.02 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application or alleged violation of this Agreement, including any question as to whether a grievance is arbitrable, such grievance may be submitted to arbitration as hereinafter provided and *if* no written request for arbitration is received within twenty (20) working days after the decision under Step No. 3 is given, it shall be deemed to have been abandoned.

7.03 A grievance arising directly between the Company and the Union involving the interpretation, application or alleged violation of this Agreement shall be submitted in writing. The parties agree that such grievance shall not be submitted solely to circumvent the normal Grievance Procedure provided in Section 7.01. In the case of the Union, such a grievance shall be submitted in writing, commencing at Step No. 3 of the Grievance Procedure, within ten (10) working days after the circumstances giving rise to the grievance originate or occur. In the case of the Company, such a grievance shall first be presented in writing to the Union and a meeting will be held within five (5) work-

ing days thereafter between representatives of the parties. Failing settlement, then within five (5) working days thereafter, the grievance may be referred to arbitration, as hereinafter provided.

7.04 Should any employee grievance not be submitted within the time limits specified in this Article, it shall be considered to have been settled on the basis of the Company's reply to the grievance. If no written decision has been given to the employee within the time limits specified above, the employee shall be entitled to submit the grievance to the next stage including arbitration.

7.05 Sundays, holidays or other days on which the Company's stores are closed for regular business will not be counted in determining the time within which any action is to be taken or completed under the Grievance or Arbitration Procedure.

7.06 No employee shall be discharged without just cause, except that the discharge of an employee during his probationary period shall not be the subject of a grievance, it being understood that the Company shall have the right to discharge a probationary employee with or without just cause. A claim by an employee who has completed his probationary period that he has been disciplined, suspended or discharged without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Store Manager within four (4) working days after the employee is disciplined, suspended or discharged and the first step of the Grievance Procedure will be omitted in any such case. Such discipline, suspension or discharge grievance may be dealt with under the Grievance Procedure by:

- (a) confirming the Company's action in disciplining, suspending or dismissing the employee; or
- (b) reinstating the employee with or without compensa-

tion for time lost; or

(c) by any other arrangement which is just in the opinion of the parties or the Arbitration Board if appointed.

7.07 Disciplinary warnings and/or reprimands which pre-date a disciplinary action by more than twelve (12) months, shall not be adduced in evidence against an employee in any subsequent disciplinary proceeding in which the employee is involved.

Article VIII ARBITRATION

8.01 When either party requests that a grievance be submitted to arbitration as hereinbefore provided, it shall make such request in writing addressed to the other party to this Agreement, and at the same time nominate an arbitrator. Within five (5) working days thereafter the other party shall nominate an arbitrator; provided, however, that if such party fails to nominate an arbitrator as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking arbitration. The two arbitrators so nominated shall confer within five (5) working days and shall attempt to select by agreement a Chairman of the Arbitration Board. If they are unable to agree upon such a Chairman within such period, they shall then request the Minister of Labour for the Province of Ontario to appoint an impartial Chairman.

8.02 No person shall be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance or in processing the grievance.

8.03 The Arbitration Board shall not make any decision inconsistent with the provisions of this Agreement nor ai-

ter, modify or amend any part of this Agreement but shall only consider the question in dispute. No matter shall be submitted to arbitration which has not been properly lodged and carried through all previous steps of the Grievance Procedure.

8.04 The unanimous or majority decision in writing of the Arbitration Board with respect to the matters coming within the jurisdiction of the Board, shall be final and binding upon the parties hereto and the employees.

8.05 Each of the parties hereto shall bear the expense of the arbitrator appointed by it and the parties shall jointly and equally bear the fees and expenses, if any, of the Chairman of such Board of Arbitration.

8.06 If the Company and the Union mutually agree to appoint a single arbitrator, the foregoing provisions of this Article shall apply to such single arbitrator,

Article IX
SENIORITY

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9.01 An employee will be on probation and shall not acquire seniority until after twenty-five (25) worked days with the Company and shall then count from the date of employment with the Company.

9.02 The principles of seniority shall be recognized by the Company. Lay-offs due to lack of work, and recalls, shall be made on the basis of seniority, provided that the senior employee has the skill and ability to do the job in a competent manner. In the event a service or stock clerk or a meat cutter is to be laid off out of seniority order within his classification, where lack of skill and ability is a factor, the District Manager and Business Representative shall meet prior to the lay-off to discuss the possibilities of

alternate employment or additional training within the employee's job classification or a lower classification. If this issue is not resolved, it will then be discussed by the Manager, Industrial Relations and the Union Grievance Chairperson prior to any action being taken by the Company.

(a) An employee, who is in a posted position as set out in Article 9.07(a) shall be credited with classification seniority commencing with the effective date of his promotion to that classification. In the event of the lay-off of an employee in a posted position, such employee may exercise his classification seniority by choosing one (1) of the following alternatives:

- (i) Bump another employee in the same classification, providing he has more classification seniority, regardless of the volume(s) of the department(s) concerned; or
- (ii) Bump another employee in a lower posted position, providing he has more classification seniority in the same and/or higher classification(s) and has the skill and ability to do the job in a competent manner; or
- (iii) Bump another employee in a non-posted position, providing he has more seniority — list seniority, as per Article 9.11, and has the skill and ability to do the job in a competent manner.

In the event that two or more employees have the same classification seniority, then the seniority-list seniority, as per Article 9.11, shall apply, followed if necessary; by the application of Article 9.09(c).

(b) Employees may not bump up from a classification with a lower end-rate to a classification with a higher end-rate. For this purpose, end-rate shall mean the highest end-rate paid in each job classification.

(c) An employee who, having been advised in writing of those employees whom he is eligible to bump and having refused to exercise his bumping privileges, is consequently laid off from full-time hours, will at the time of his lay-off advise his District Manager, or his appointee, in writing on a form supplied by the Company of the store or stores in his Seniority Region in which he will be willing to accept a recall, Failure to do so will result in the employee having recall rights to a full-time vacancy in accordance with Article 9.02 only in the store from which the employee was originally laid off.

(d) An employee may, during his recall period, alter the list of stores as described in (a) providing he advises the Personnel Department of such change by registered mail, and providing such revision shall not become effective for two (2) weeks following receipt of his written request.

(e) In the event that a meat cutter is laid off, part-time employees shall not be permitted to use a knife or saw or chicken splitter used by meat cutters to cut meat, except in the case of customer service requests. This restriction shall only apply to the store in which the meat cutter was laid off as well as to the store(s) in the seniority region to which the laid off meat cutter indicated recall rights, and shall continue while the meat cutter is on lay-off with recall rights, on the following basis:

- i) the foregoing shall in no way restrict the Company's ability to schedule a meat cutter among two or more stores, and should a meat cutter refuse such scheduling, resulting in his lay-off, the restriction shall apply only to his home store.**
- ii) should the laid-off meat cutter refuse a temporary recall to any one of the stores that he listed on his recall list other than his home store, the above**

restriction shall be waived in all stores listed on his recall list other than his home store for the duration of such period; should the laid-off meat cutter refuse a temporary recall to his home store, the above restriction shall be waived in all stores that he listed on his recall list for the duration of such period,

9.03 The Company agrees to post in each Store the seniority list for Local Unions 175 and 633 Semi-Annually.

9.04 Persons employed by the Company, having had previous store experience with the Company, who are transferred into the Bargaining Unit as a direct result of a store closing in the Region may displace existing employees and will be credited with seniority equal to their total length of service with the Company. Such persons will not be entitled to promotions within the Bargaining Unit for one year from the date of their transfer into the Bargaining Unit, and shall be placed in the stock clerk, service clerk, or meat cutter classification, For the purpose of this paragraph, a store closing in conjunction with a new store opening within a township shall not be considered a store closing. For the purpose of clarity, a store-closing in this paragraph only applies to stores that are covered by this Collective Agreement.

It is further agreed that such persons who are transferred into the Bargaining Unit for reasons other than as a result of a store closing may be returned to their former position in their former store or to a lower position in the region and will be credited with seniority equal to their total length of service with the Company providing such transfer occurs within twelve months of their departure date from the Bargaining Unit.

Such persons who are transferred into the Bargaining Unit

for reasons other than as a result of a store closing will not be credited with seniority and may not displace existing employees if such transfer occurs more than twelve months after their departure from a recognized Bargaining Unit position. One (1) year following such transfer into the Bargaining Unit, such persons shall be credited with three (3) years' seniority.

Any credit for seniority provided by this Article shall be limited to service attained while working in stores covered by this Collective Agreement or its predecessor, including continuous service earned prior to 1970.

(a) Persons, who are bargaining unit members in stores which were acquired by the Company during 1985 and who transfer into stores covered by this Collective Agreement, shall not be credited with seniority, nor shall such transfer cause the displacement of existing employees.

9.05 Seniority shall be lost and employment deemed to be terminated if the employee:

(a) voluntarily quits;

(b) is discharged for *cause* and the discharge is not reversed through the Grievance Procedure;

(c) is laid off for a period of eighteen (18) months;

(d) fails to report to work within seven (7) days after being notified by registered mail by the Company following the lay-off; or fails to advise the Company within two (2) days of his intention to report for work pursuant to the notification;

(e) fails to return to work at the expiration of a leave of absence without a reason satisfactory to the Company; or

(f) has an unreported absence for three (3) consecutive working days without a satisfactory reason.

9.06 It shall be the duty of employees to notify the Company promptly on forms supplied by the Company of any change in address, telephone number, marital status, number of dependants, and other related information that may be required from time to time. If an employee fails to do this, the Company will not be responsible for failure to comply with any part of this agreement where such information is necessary in order to comply. It is further agreed that where the Company is advised of an employee's name change, such information will be forwarded to the Union.

9.07 (a) Applications for promotion to and/or training for the positions of Grocery, Produce and Meat Department Head, Head Cashier, Assistant Meat Department Head, Dairy Department Head, Deli Department Charge Hand, Bake-Off Department Charge Hand and Assistant *Produce* Department Head will be available to all employees upon request. Such training shall be assigned by seniority providing the applicant has the qualifications and ability to warrant the training,

Such forms shall be supplied by the Company and may be submitted to the Personnel Manager at any time by an employee. Following their submission, such applications will be valid for a period of two (2) years but may be renewed at any time. The Personnel Manager may post a bulletin soliciting applications at any time.

(b) When an employee is promoted within the bargaining unit, the name and length of service of the employee concerned, as well as the classification and store address to which he is promoted, will be posted within *ten* (10) working days on the store bulletin board in the stores in the seniority region in which the promotion takes place, except that the provision shall not apply in a case of an employee promoted on a temporary basis for the purpose of relieving a Department Head.

9.08 (a) It is mutually agreed that transfer of employees between stores is essential to the operation of the Company's business, however, employees will not be transferred to any other store unless it is mutually agreed to by the Company and the employee or employees concerned. This will not apply to temporary transfers within a metropolitan area.

(b) In the case of an inter-urban transfer, an employee will be paid reasonable travelling and/or living expenses in accordance with an arrangement made with the employee by his District Manager, or his appointee. It is agreed that employees will not be requested to transfer without reasonable expense arrangements. If the arrangement proves to be unsatisfactory the employee will be reimbursed on *the* basis of receipts supplied, subject to review with the District Manager and/or the Manager, Personnel, or his appointee.

(c) In the case of a temporary transfer, an employee will be paid twenty (.20¢) per kilometre for all additional kilometres travelled, in reporting for work, where such additional travelling exceeds four (4) kilometres beyond that which the employee normally travels, or such other arrangement made with the employee by his District Manager, or his appointee.

9.09 Employees, other than meat cutters, laid off from full-time jobs shall be offered part-time employment. Effective June 15th, 1973 the following shall apply:

A. Part-time employees reclassified to full-time on jobs involving the same skills, will not be required to serve a further probationary period providing that such employees have completed their part-time probation, and providing that such employees have been examined by a doctor appointed by the Company and have met the Company medi-

cal standards for full-time employment. Such examination shall be completed within twenty-five (25) worked days.

B. A part-time employee, reclassified to full-time employment, shall carry one half (1/2) of his part-time seniority up to a maximum of two (2) years, to his full-time employment (in other words, maximum of one (1) year seniority as a full-time employee), Seniority thus acquired may be used for the purposes of lay-off, recall, vacation, Christmas bonus and wage progression but shall not apply with respect to the employee's eligibility for the various benefits applicable to full-time employees. Furthermore, such employee shall not be allowed to take vacation during the first three (3) months of such full-time employment, except when less than three (3) months remain in the calendar year, and providing he qualifies shall be entitled to a maximum of one (1) week of vacation during that vacation year, Thereafter, his full-time vacation entitlement shall be in accordance with his full-time seniority date.

C. In the event that two (2) or more employees are credited with the same seniority date under Article 9.09 B, the senior employee shall be deemed to be the one with the greatest continuous service.

D. An employee reclassified from part-time to full-time and subsequently to part-time again will be credited with his complete part-time and full-time seniority, A full-time employee converted to part-time will carry his full-time seniority to the part-time seniority list.

9.10 In making promotions, (except that this provision shall not apply to promotions outside of the bargaining unit) the Company will consider the following factors in determining which employee shall be promoted:

- (a) seniority;
- (b) qualifications and ability to perform the work;
- (c) physical fitness

it is agreed that where factors (b) and (c) are relatively equal, seniority as herein defined will govern.

9.11 It is agreed that seniority entitlements as provided under this Article will be on the basis of separate seniority lists for Local Union 175 and Local Union 633 respectively, within the applicable regions as set forth in Appendix "C" of this Agreement.

(a) An employee who accepts a permanent transfer from one seniority region to another will, one (1) year after the date of the transfer, be credited with seniority equal to the length of his continuous service with the Company. Should such transfer be to a posted position, and should the posting be reversed as a result of the grievance procedure, such employee shall have the right to return to his former position with no loss of seniority.

(b) An employee who accepts a temporary transfer from one seniority region to another will not be so transferred for a period greater than twelve (12) consecutive weeks, and will at the completion of such assignment be returned to his original seniority region with no loss of seniority.

9.12 In the case of lay-off for employees with more than three (3) months' seniority, an employee will be given at least one (1) week's notice or one (1) week's pay in lieu thereof. In the case of lay-off for employees with more than one (1) year's seniority, an employee will be given at least two (2) weeks' notice or two weeks' pay in lieu thereof.

Article X
HOURS OF WORK

10.01 The regular work week shall be composed of thirty-seven (37) hours per week on the basis of five (5) days; four (4) days of eight (8) hour shifts, and one (1) day of a

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five (5) hour shift, Monday to Saturday, scheduled within nine (9) consecutive hours, or five (5) consecutive hours respectively, provided that such reference is intended to provide a basis of calculating time worked and shall not be a guarantee as to hours of work per day nor as to the days of work per week. The five (5) hour shift will result from having three (3) hours deleted from the end of the shift unless otherwise mutually agreed upon. No lunch period and only one (1) rest period of fifteen (15) minutes shall be scheduled for the five (5) hour shift.

10.01 (a) An employee will be scheduled two consecutive days off (normally Saturday and Sunday or Sunday and Monday) once during each three (3) week operating period. Weeks during which a Specified Holiday falls shall not form part of the three (3) week operating period. A determination as to whether Saturday shall be one of such two consecutive days off shall be made on the basis that all departments are adequately staffed for the needs of the business.

(b) Employees may be scheduled to commence a regular shift no sooner than nine (9) hours after the completion of a regular shift.

10.02 It being agreed that the Company is entitled to schedule overtime work, authorized work performed in excess of the regular work week or an employee's daily hours as scheduled by the Company from time to time will be paid at the rate of time and one-half (1 1/2) his regular straight time hourly rate, provided that there shall be no duplication or pyramiding of any premium payments, nor shall the same hours worked be counted as part of the regular work week and also as hours for which an overtime premium is payable. An employee will be paid two (2) times his regular straight time hourly rate for all hours

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worked between 12:01 A.M. Sunday and 11:59 P.M. Sunday and for hours worked on the employee's scheduled day off. Work performed on Sunday shall be voluntary.

In scheduling overtime, in so far as it is practicable to do so, the Company will rotate such work to employees in the respective job classification of the department concerned, provided such employees have the skill and ability to do the work.

10.03 In stores open for business after 6:15 P.M. up to and including three (3) evenings per week, an employee may be scheduled to work one (1) evening per week as part of his regular work week and may be scheduled for one (1) additional evening on a voluntary basis. Notwithstanding the provisions of 10.04 one such evening may be scheduled when a store is not open for business, but not a Saturday evening.

In stores open for business after 6:15 P.M. for more than three (3) evenings per week, an employee may be scheduled to work one (1) evening as part of his regular work week. Should employees be required to work a second evening, such evening may be scheduled as part of an employee's regular work week on a rotation basis among the employees of the department concerned.

An employee may be scheduled to work a full scheduled shift of eight (8) hours between the hours of store closing and the hours of store opening. Such night shifts will be scheduled on a rotation basis to be mutually worked out in each store. One-man night shifts may not be scheduled in a store or a meat department.

(a) In the event a store is subject to twenty-four (24) hour or extended hour operations, the following provisions shall apply:

1. An employee may be scheduled to work one (1) evening per week between the hours of 2:00 p.m. and 12:00 midnight as part of his regular work week, and may be scheduled to work one (1) such additional evening on a voluntary basis.
2. An employee may be scheduled to work a full shift of five (5) days, Monday to Friday, between the hours of 2:00 p.m. and 12:00 midnight, on a voluntary basis.
3. An employee so scheduled shall receive a premium of eighty (.80¢) cents per hour for all regular hours worked between 9:00 p.m. and 12:00 midnight.
4. A premium of eighty (.80¢) cents for night shifts and fifty (.50¢) cents for early morning shifts shall continue to be paid in the same form and the same manner as prevailed when there were specific store opening and closing hours.
5. All other provisions of the current Collective Agreement shall apply.

10.04 An employee's regular work scheduled will be on the basis that he is not required to work later than one-half (1/2) hour beyond the store closing time, except where a store is open to twelve (12:00) midnight or later, in which case evening shifts shall not be scheduled to finish beyond twelve (12:00) midnight. On a regular day shift an employee will not be scheduled beyond six-fifteen (6:15) P.M., except where a store is not open for evening customer shopping, in which case on a regular day shift an employee in such store will not be scheduled beyond six-thirty (6:30) P.M. Employees may be scheduled to start their shift prior to store opening time but not earlier than 6:00 A.M. (five (5:00) A.M. in the Bake-Off Department), and will receive a premium of fifty (.50¢) cents per hour for such hours actually worked prior to 8:30 A.M. on Saturdays and 9:00

A.M. on all other days where this does not create a hardship for employees on an individual basis.

10.05 (a) The regular weekly work schedule shall be posted each Thursday by twelve (12) noon showing the scheduled working hours for each employee for the succeeding week and no changes shall be made in such schedule except in the case of an emergency beyond the control of the Company. The steward shall receive a copy of such work schedule. All changes shall be marked on the posted schedule the same day.

(b) An employee who is unable to report for work as scheduled will advise the Store Manager, or his appointee, as far in advance as possible but no later than his scheduled starting time.

10.06 Meal periods shall not exceed one (1) hour and shall be taken not less than two and one-half (2 1/2) hours nor more than five (5) hours after the starting time of the shift. However, on the night shift and where mutually practicable on the day shift, employees will be scheduled for a one-half (1/2) hour meal period.

10.07 An employee scheduled to work after 6:15 P.M. in a store open for evening customer shopping after 6:00 P.M. will receive a meal period without pay and will be given \$3.00 supper money for each such evening worked. If an employee works overtime to 8:00 P.M. he shall be paid supper money. An employee scheduled to work a regular shift ending after 6:30 P.M. when the store is not open for evening customer shopping after 6:00 P.M. will be given \$3.00 supper money for each such evening worked.

An employee who works on Saturday evening beyond 6:15 P.M. will receive a premium of \$1.00 per hour for all such hours worked in addition to supper money.

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An employee scheduled for a night shift of eight (8) hours between store closing and store opening shall receive a premium of eighty (.80¢) cents per hour for such hours worked. Such night shift schedule shall commence not earlier than 11:00 P.M. and not later than 12:00 midnight. In the case of a full week of night shifts, employees will be scheduled in five (5) consecutive nights, and one (1) employee will be designated by the Company as night leader and will be paid an additional amount of \$25.00 per week, (\$30.00 in 24 hour stores). In recognition of the fact that less than a five (5) night shift schedule may be required an arrangement of day and night shifts shall be permitted on a voluntary basis, and employees will be expected to cooperate in connection with the performance of work for such schedule of shifts.

The above night shift premium will be incorporated in the vacation pay of those regular members of the night crew who are non-rotating (intended to apply to an employee who is working on a rotation of six (6) months duration or longer). Should an employee be scheduled to work nights for a full week during which a specified holiday falls, or when the employee becomes sick and qualifies for sick benefits, the Company will include the night shift premium in such holiday pay or sick pay. The above night leader premium will be incorporated in the vacation pay and sick benefit of non-rotating night leaders.

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10.08 An employee called in for the purpose of working overtime shall be guaranteed not less than four (4) hours of work time; provided, however, this provision shall not apply where overtime is worked at the beginning of a day immediately followed by a regular scheduled shift.

10.09 An employee other than one in a classification subject to a posting who, in the absence of the Store Man-

ager or Assistant Store Manager, is assigned the responsibilities relating to the securing of the store at the close of the business day shall be paid a premium of five (\$5.00) dollars.

10.10 One (1) employee in a store will be assigned by the Company as an assistant head cashier, and shall receive a premium of ten (\$10.00) dollars per week.

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Article XI
WAGE RATES

11.01 (a) The Company agrees to pay and the Union agrees to accept for the term of this Agreement, the classifications and weekly salaries applicable thereto as set forth in Appendices "A" and "B", except that employees on the payroll as of the date of ratification shall receive a one (1%) percent increase of their regular weekly rates retroactive to the 15th day of June, 1992, for all hours worked including specified holiday and vacation pay.,

Effective June 13, 1993, employees shall receive a three (3%) percent increase of their regular weekly rates,

(b) An employee who starts at a higher rate than that shown shall progress to the next rate in the time interval shown.

(c) Merit increases will not delay or affect the regular increases to which an employee is entitled in accordance with Appendices "A" and "B".

(d) An employee who is assigned on a temporary basis to a higher rated job for three (3) days or more will be paid the minimum salary for the higher paid job, or an amount of \$15.00 per week above his salary prior to the assignment, whichever is the greater. However, in no case will

the employee receive more than the top rate for the job, nor shall more than one employee receive such premium in any given week. It is agreed that this subsection shall apply only for the purposes of temporary assignments to the positions of Assistant Manager, Meat Department Head, Assistant Meat Department Head, Grocery Department Head, Produce Department Head, Head Cashier, Dairy Department Head, Deli Department Charge Hand, Assistant Produce Department Head, or Bake-off Department Charge Nand. The employee so assigned shall be identified on the work schedule each week of the assignment.

Temporary assignments to the positions of Assistant Meat Department Head and Grocery Department Head shall be rotated among those employees in a store who have the qualifications, ability and physical fitness to do the job in a competent manner.

Where the filling of a temporary assignment under this clause results from a vacancy in excess of fourteen (14) consecutive weeks for reasons of leave of absence, illness, accident, or transfer, such vacancy will be filled in accordance with Section 9.10 and 9.07 (b).

(e) The Company agrees that employees are to be paid the job classification rates as shown in the Appendices of the Collective Agreement.

(f) An employee who is absent from work due to illness or accident shall not receive salary increments either in the form of a negotiated increase (if absent from work on the expiry date of the Agreement), or as set out in Appendices A & B, until such time that he returns to work and completes one (1) full shift, at which time his salary increment shall commence from the date of his return.

(g) An employee, classified as a Service Clerk, who on a regular basis spends more than fifty (50%) percent of his

-time performing Stock Clerk duties, and furthermore who has the qualifications, ability and physical fitness to perform all Stock Clerk duties, will be reclassified as a Stock Clerk.

(h) **Cost of Living Adjustment (C.O.L.A.)** — *not coded*

During each year of the Agreement, a C.O.L.A. of one hundred and twenty-five (\$125.00) dollars a quarter will be paid to each eligible full time employee.

To be eligible for the cost of living adjustment, an employee must have worked one (1) full shift during each quarter and must be full time at the end of the quarter. Payment will be prorated based on time worked in the quarter, which shall include vacation and specified holidays.

An employee hired during a quarter, or an employee on lay-off at the end of the quarter who otherwise qualifies, shall be paid such cost of living adjustment on a pro rata basis.

The dates of the quarter-end are as follows:

First Year	Second Year
September 19, 1992	September 18, 1993
December 19, 1992	December 18, 1993
March 20, 1993	March 19, 1994
June 19, 1993	June 18, 1994

Payments will be made by separate cheque within two (2) weeks of the above quarter-end dates.

(i) A **Christmas Bonus** shall be paid to all regular full-time employees in the bargaining unit to be computed as follows:

(1) Employees with three (3) months' service as of December 1st of such year shall receive: one-quarter (1/4) of

one week's pay at their regular weekly rate as of such December 1st.

(2) Employees with six (6) months' service as of December 1st of such year shall receive one-half (1/2) of one week's pay at their regular weekly rate as of such December 1st.

(3) Employees with nine (9) months' service as of December 1st of such year shall receive three-quarters (3/4) of one week's pay at their regular weekly rate as of such December 1st.

(4) Employees with twelve (12) months' service as of December 1st of such year shall receive one week's pay at their regular weekly rate as of such December 1st.

(5) Christmas Bonus will be paid on or before December 15th each year. An employee absent from work, for reasons other than layoff, in excess of six (6) months in any qualifying year shall have his Christmas Bonus prorated based upon his actual time at work. Christmas Bonus will be prorated for any employee on lay-off who has been on lay-off for thirty (30) days or more as of December the 1st and pay will be based upon the number of months worked in the qualifying year.

(j) For the life of this Collective Agreement, pay day will be on Friday each week and pay cheques shall be available no later than noon on Friday, except for reasons beyond the control of the Company.

(k) With respect to the rate of pay of a new full-time employee who has been advanced from part-time, where thirty-seven (37) times such employee's part-time hourly rate of pay does not correspond with a progression rate as set out in Appendices "A" and "B" of the full-time Collective Agreement, such employee shall receive the next higher

progression rate providing that such rate does not exceed thirty-seven (37) times the part-time rate by more than five (\$5.00) dollars.

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Article XII LEAVE OF ABSENCE

12.01 Written request for leave of absence without pay shall be considered by the Company. It is understood that any leave of absence is subject to reasonable notice being given to the Company. In the event such leave of absence is not used for the purpose granted, the employee may be subject to disciplinary action up to and including dismissal. It is further understood that leaves of absence will be honoured on a first come first served basis. Approval of leave of absence, as defined, shall not be unreasonably withheld. Within fourteen (14) days of receipt of an application for leave of absence an employee will receive a written reply. If leave is denied written reasons will be given for the denial. All requests for leave of absence will be directed to the Manager, Personnel or his appointee through the Store Manager.

3 12.02 The Company will grant leave of absence without pay for a period of not more than twelve (12) months to any employee who is elected or appointed to an office with the Union. Such requests for a leave of absence shall be made in writing and the Company shall be given reasonable advance notice.

12.03 The Company will grant pregnancy leave and/or parental leave, without pay, in accordance with the Employment Standards Act of Ontario to those employees who make application on forms supplied by the Company, subject to the following:

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- (a) An employee may commence pregnancy leave at any time following three (3) months after commencement of pregnancy,
- (b) The pregnancy leave of an employee shall be no less than seventeen (17) weeks in duration.
- (c) The pregnancy leave of an employee shall end no later than seventeen (17) weeks after the date of birth.
- (d) The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends.
- (e) Parental leave ends a maximum of eighteen (18) weeks after it begins.
- (f) Parental/Pregnancy leave forms referred to above shall be posted on the bulletin boards of the Employer.

12.04 Written request for leave of absence without pay to attend Union conventions, courses, and conferences will be considered by the Manager, Personnel or his appointee provided that reasonable notice is given by the Union. Approval of such leave of absence shall not be unreasonably withheld, except that no more than two (2) employees per store (one from Local 175 and one from Local 633), or three (3) employees where such store has a night shift Steward, may be granted such leave of absence at the same time.

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Article XIII SPECIFIED HOLIDAYS

13.01 An employee shall receive the following specified holidays with pay:

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|----------------|---------------------------------|
| New Year's Day | Civic Holiday |
| Good Friday | Labour Day |
| Victoria Day | Thanksgiving Day ⁹⁺¹ |
| Dominion Day | Christmas Day |
| Boxing Day | |

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An employee who has completed three (3) months of service will be granted a personal holiday once during each calendar year at a time mutually agreed upon between the Store Manager and the employee concerned. The personal holiday must be taken by the end of the calendar year in which it is earned, and failure on the part of an employee to do so will result in non-payment for such day.

In order to qualify for specified holiday pay, the employee must work his scheduled shifts on each of the work days immediately preceding and immediately following the holiday concerned, unless he has a justifiable reason. The employees shall receive the benefit of any additional holiday that may be proclaimed by the Government during the life of the Agreement.

13.02 Specified holiday pay will be computed on the basis of eight (8) hour's at the employee's regular straight time hourly rate of pay.

13.03 An employee required to work on a specified holiday will be guaranteed a minimum of six (6) hours work, except when he agrees to work less than six (6) hours in which case he will be guaranteed a minimum of four hours work. Such employee will be paid for authorized work performed on such day at two (2) times his regular straight time hourly rate of pay in addition to any holiday pay to which he may be entitled.

13.04 If a specified holiday falls within an employee's vacation period, he will be entitled to holiday pay in addition to his vacation pay, or the day may be taken in conjunction with his vacation.

13.05 When any of the holidays referred to above occurs in any week the regular work week will be reduced by eight hours for each of such holidays, except a week in which two (2) specified holidays occur. In such a week, the

work week shall be reduce by thirteen (13) hours, one eight (8) hour shift and one five (5) hour shift.

13.06 In the event a Specified 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 Specified Holiday, the next work day shall be recognized and paid as a holiday.

Article XIV VACATIONS

14.01 Employees on the active payroll of the Company will be entitled to an annual vacation with pay in accordance with the following schedule, except that a regular, full time employee, having completed three (3) months but less than one (1) year of continuous service with the Company as of May 1st, will be entitled to one (1) day of vacation for each month of service up to a maximum of ten (10) days.

**Length of continuous service as
of the employee's anniversary
date of employment**

After one (1) year

After five (5) years

After nine (9) years

After sixteen (16) years

After twenty-three (23) years

**Length of
Vacation**

2 weeks

3 weeks

4 weeks

5 weeks

6 weeks

**Vacation pay at employee's regular
straight time hourly rate of pay period
immediately prior to vacation**

Seventy-four (74) hours

One Hundred & Eleven (111) hours

One Hundred & Forty-eight (148) hours

One Hundred & Eight-five (185) hours

Two Hundred & Twenty-two (222) hours

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09 - 04
16 - 05
23 - 06

14.02 An employee whose employment is terminated will be granted vacation pay as follows:

Less than 5 years —

4% of earnings for work performed

5 years to 9 years—

6% of earnings for work performed

9 years to 16 years—

8% of earnings for work performed

16 years to 23 years—

10% of earnings for work performed

23 years and over—

12% of earnings for work performed

14.03 (a) The vacation period will extend from January 1st to December 31st and vacation schedules will be established by the Company. Employees entitled to a third, fourth, fifth or sixth week's vacation will have three (3) weeks of vacation granted insofar as is possible during the period from May 1st to September 30th in each year. In scheduling all vacations the Company will endeavour to allow employees to exercise their choice in accordance with their seniority status.

(b) Each store will, by March 1st, in each calendar year, post a vacation schedule form listing the employees in order of seniority. An employee must submit his request for preference on vacation dates, covering his complete vacation entitlement, by April 1st in order that the Company may finalize and post vacation schedules by April 15th, however seniority shall not apply if the employee fails to make his selection before April 1st.

14.04 Vacations shall not be cumulative from year to year. Pay for vacation shall be granted to the employee at the beginning of his vacation. Employees will be scheduled

to have the Saturday immediately prior to their vacation as their day off for that week, but will be limited to a maximum, for those who qualify, of three (3) such Saturdays in a calendar year.

14.05 Prior to going on vacation, an employee will be advised of his first scheduled shift upon completion of his vacation.

14.06 The above provisions shall apply to employees hired on or after July 30th, 1973 except that entitlement shall be determined as of May 1st in a calendar year and not as of the employee's anniversary date. For the purpose of determining vacation entitlement, such employees who start work on or before the 15th of the month will be deemed to have started on the first of the month. Such employees who start work after the 15th of the month will be deemed to have started on the first day of the following month.

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Article XV BEREAVEMENT PAY

15.01 An employee who has completed his probationary period shall be allowed up to three (3) days off, in the event of the death of his wife, husband, father, mother, child, brother, sister, mother-in-law, father-in-law, and shall be paid eight (8) hours pay for each straight time day lost (up to three (3)) from his regular schedule of work. Upon the same basis as above, up to one (1) day off with pay in the event of the death of a grandparent, grandchild, brother-in-law or sister-in-law. Upon the same basis as above, an employee during his probationary period shall be allowed up to one (1) day off with pay in the event of the death of his wife, husband, father, mother, child, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, or sister-in-law. Suitable evidence of the

death may be required by the Company before payment is authorized.

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Article XVI JURY DUTY

16.01 An employee who is called for jury duty or is subpoenaed as a Crown witness in a criminal proceeding will receive for each day of absence from work therefore, the difference between pay computed at the employee's regular straight time hourly rate of pay for the number of regular hours the employee would otherwise have worked and the amount of jury fee or conduct money received provided:

- (i) he furnishes the Company with a certificate of service, signed by the Clerk of the Court showing the amount of jury fee or conduct money received;
- (ii) the Company is given at least forty-eight (48) hours *of notice* prior to the time he is to report for jury duty or attendance at trial; and
- (iii) he reports for work during the hours he is not required to serve on the jury or testify as such Crown witness except that he will not be required to report for work if less than two (2) hours of his regular shift remain to be worked.

Article XVII BUSINESS REPRESENTATIVE

17.01 Subject to the following conditions, a business representative of the Union will be entitled to visit a store covered by this Agreement during working hours at reasonable times to interview employees or to inspect working conditions, provided:

- (a) he first reports to the Store Manager, or his appointee;
- (b) such a visit will not unreasonably interfere with work or service to the customer;
- (c) he complies with Company regulations governing employees.

Article XVIII
REST PERIODS

18.01 Employees will be granted a fifteen (15) minute rest period without loss of pay during each half of each shift as near to the mid-point of the half shift as is practicable.

Article XIX
SAFETY AND HEALTH

19.01 The Company shall continue to make reasonable provisions for the safety and health of *its* employees at the stores during the hours of their employment.

Article XX
GENDER

20.01 It is understood that the use of the masculine gender shall include the feminine gender, unless otherwise specifically provided.

Article XXI
SUPPLIERS' REPRESENTATIVES

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21.01 Sales representatives employed with outside organizations will not perform work normally performed by bargaining unit employees, except this provision shall not apply to:

- (a) periods of new store openings and major renovations, up to and including the week of opening.
- (b) Checking of code dates — no stock may be placed on display or rotated.

Article XXII TIME CLOCKS

22.01 Time clocks will be provided in each of the stores for the purpose of recording all time worked.

Article XXIII UNIFORMS AND TOOLS

23.01 Uniforms, bow-ties, aprons, coats, carry-out coats and/or receiver coats, gloves, as well as one pair of water-proof over-hots and one water-proof apron for each meat department will be provided without charge, and such uniforms will be laundered by the Company.

Notwithstanding the foregoing, coloured uniform toppers may be provided by *the* Company from time to time to the female members of the Service Clerk classification without charge on the understanding that such garments are to be laundered by the employees at no cost to the Company. Tools as required by the Company will be provided and such tools will be sharpened at no expense to the employee.

Article XXIV EMPLOYEE INJURIES

24.01 If an employee is injured while at work and is required to leave the store for medical attention he will be paid for the balance of his shift during which the accident

occurred provided such injury requires his absence from work for the balance of the shift.

24.02 An employee temporarily unable to perform his previous duties due to an injury received in the employ of the Company, or due to an illness or injury for which he is in receipt of benefits under the Sick Benefit Plan, or the Lung Term Disability Insurance Plan, who can return to work under temporary medical restriction, may be assigned by 'the Company to a temporary modified work program, within his own job classification or given such other work as is available and which he is capable of performing, following agreement regarding such program, among the W.C.B./Group Health Rehabilitation Counsellor, the Health & Safety Department, the District Manager or his appointee, and the employee concerned.

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Article XXV REST ROOMS

25.01 Rest rooms shall be provided and kept in a sanitary condition. The employees shall co-operate with the Company in keeping the rest rooms in a clean and sanitary condition.

Article XXVI MEDICAL EXAMINATIONS

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26.01 . If an employee is required by the Company during his employment to take a medical and/or x-rays, the medical and/or x-rays shall be taken on Company time and at the expense of the Company.

(a) An employee absent due to illness or accident shall not be discharged during the period of his absence, providing that the absence is justifiable.

**Article XXVII
UNION CARDS**

27.01 The Company agrees to display Union Shop Cards in the stores covered by this Agreement. Such Cards will remain the property of the Union and the Company agrees to surrender them immediately upon demand.

**Article XXVIII
PART-TIME EMPLOYEES**

28.01 On the basis that recognition is given by the Union to the requirement of the Company to engage the *services* of part-time employees, it is mutually agreed to investigate and correct improper scheduling that may result in the use of two (2) or more part-time employees in the same job classification within a store rather than one (1) full-time employee. It being understood, however, that this shall apply only where two (2) or more part-time employees in the same job classification within a store are working a split week of approximately thirty-seven (37) hours, at the same time when a full-time employee is 'on lay-off status and is eligible for recall under Article IX, on the following basis:

(i) this provision shall only apply to the store in which the employee was laid off as well as to the store(s) in the seniority region to which the employee indicated recall sights.

(ii) should the laid-off employee refuse a temporary recall to any one of the stores that he listed on his recall list other than his home store, the above restriction shall be waived in all stores listed on his recall list other than his home store for the duration of such period; should the laid-off employee refuse a temporary recall to his home store,

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the above restriction shall be waived in all stores that he listed on his recall list for the duration of such period.

(iii) *this* provision shall have no application during weeks in which specified holidays fall.

(iv) this provision will not be triggered by the lay-off of the employee who is reclassified to full-time pursuant to Article 10.14 of the part-time agreement, and is subsequently laid off from full time due to the return of the absent employee. However, should such employee exercise bumping rights causing the displacement of an employee in another store, the foregoing exception shall not apply in the second or subsequent store.

28.01 (a) The Company agrees to investigate and correct situations wherein the Company's practice has been to regularly work a full-time employee between two (2) stores; and where following the lay-off of such an employee, it is brought to the Company's attention that two (2) or more part-time employees, within the same job classifications at these same stores, are working a split week of approximately thirty-seven (37) hours.

The consideration of scheduling between two (2) stores shall only apply for the six (6) month period following the lay-off of such an employee regularly working between those stores.

28.02 When additional full time employees are required the Company will give preference to part-time employees on the basis of seniority, skill and qualifications for the job concerned and availability for work.

Article XXIX WELFARE

29.01 (a) The Company agrees to pay the cost of the applicable monthly premiums for eligible employees who

have completed three (3) months continuous service and while such employees remain in the active employ of the Company (including persons absent *due* to accident or illness) with respect to Ontario Hospital Insurance Plan,

(b) Subject to the terms and conditions of the Master Plans and Policies relating thereto, the Company agrees to provide at no cost to the employees, Extended Health Care Benefits for eligible employees who have completed three (3) months continuous service and while such employees remain in the active employ of the Company (including persons absent due to accident or illness).

$\frac{703}{100}$ (c) Such Extended Health Care Benefits Plan to include a prescription drug plan on the basis of a \$10 single and \$20 family deductible with a 100% co-insurance feature for payment of prescriptions beyond such deductibles. $\frac{708}{100}$

$\frac{709}{100}$ (d) Such Extended Health Care Benefits Plan to include an optical plan on the basis of a twenty-five (\$25.00) dollar single and family deductible and with an eighty (80%) percent co-insurance feature. The plan shall provide a benefit of up to *one* hundred (\$100.00) dollars (one hundred and twenty-five (\$125.00) dollars, effective January 1, 1993) over two (2) consecutive years for frames, lens, and prescription glass, and up to two hundred (\$200.00) dollars over two (2) consecutive years for artificial eyes, service of visual training, and non-cosmetic corrective prescription contact lens, resulting from visual muity of less than 20/40 or corneal disease (special cases only).

(e) Effective January 1, 1977, the Company agrees to pay the cost of the applicable monthly premiums for eligible employees who have completed one (1) year of continuous service and while such employees remain in the active employ of the Company with respect to the Long

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Term Disability Insurance Plan.

Effective January 1st, 1977 the amount of monthly income shall be raised to 70% of the Employee's Basic Monthly Earnings to a maximum effective September 29, 1980 of \$1500.00 per month (effective January 1, 1983 of \$1700.00 per month; effective September 2, 1988, of \$1800.00 per month; effective January 1, 1991, of \$1900.00 per month; effective January 1, 1992 of \$1950.00 per month; effective September 1, 1992, \$1970.00 per month; effective July 1, 1993, \$2028.00 per month) subject to the conditions as set out in the schedule of insurance.

^{1/8} e (f) Dental Plan — The Company will pay fourteen (.14¢) cents per hour, for all hours worked in the stores by full-time and part-time employees, into the Ontario Retail Employees Dental Benefit Trust Fund. Such contributions will not be paid for overtime hours. In conjunction with the reduction in pay of all full-time and part-time employees by five (.05¢) cents per hour that was effected on September 5, 1983, the Company shall continue to submit to the Ontario Retail Employees Dental Benefit Trust Fund an additional payment of five (.05¢) cents per hour for all straight-time hours worked by the above group of employees. ^{1/7} ~~12~~ 5

(g) By agreement of the parties a separate retirement plan has been set up within the A&P Canadian Employees' Retirement Plan Trust, effective June 4, 1977. Plan name to include Company name and Union name. Plan to be jointly trusteeed by A&P and U.F.C.W., Locals 175 and 633, with each party having three trustees on the board.

Normal Retirement Age	65 Years	⁸⁷
Period of Eligibility	1 Year	<u>2/065</u>
Vesting	Age 45 and 10 years service.	
Spouse's Allowance	50%, effective September 29, 1980	

9208 - 84/29.00
9306 - 84/30.00

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Past Service Credits — effective June 17, 1991, \$28.00 per month per year of service not including the qualifying year; effective June 14, 1992, \$29.00 per month per year of service not including the qualifying year; *effective June 13, 1993*, \$30.00 per month per year of service not including the q u a l m year.

Future Service Benefits — effective June 17, 1991, \$28.00 per month per year of service; effective June 14, 1992 \$29.50 per month per year of service; effective June 13, 1993, \$31.00 per month per year of service.

Plan Benefits to be in addition to benefits provided by C.P.P. and O.A.S.

Up to four weeks (4) of vacation entitlement can be observed after retirement date.

Portability of service for the purpose of eligibility, vesting and early retirement providing reciprocal arrangement established with other chains.

Four (4%) percent per year actuarial reduction for early retirement after age 55, effective September 29, 1980; early retirement at age 63 with no actuarial reduction (optional), effective September 29, 1980 (early retirement at age 62 with no actuarial reduction, effective September 1, 1992; early retirement at age 61 with no actuarial reduction, effective June 13, 1993). Benefits for early retirement prior to age 63 shall be actuarially reduced for each year under age 63, for any retirement after June '16, 1986 (age 62 effective September 1, 1992, and age 61 effective June 13, 1993).

Credited service to a maximum of forty (40) years not including qualifying year, for any retirement after June 16, 1986. Employees who are plan members and who commence an absence due to illness or accident after June 16, 1986, shall be credited with service while receiving corn-

pensation benefits.

(h) The Company agrees to provide at no cost to the employees, post-retirement life insurance in the amount of \$2,000.00 for each such employee who elects retirement, payable to the employee's designated beneficiary.

(i) Subject to the terms and conditions of the Master Plans and Policies relating thereto, the Company agrees to continue in effect the Accident and Sickness Plan and the Life Insurance Plan, on the basis that the payment of the applicable premiums therefore shall continue to be made on the same basis as in effect immediately prior to the execution date of the Collective Agreement.

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**Article XXX
GENERAL**

30.01 The Employer and Union agree there shall be no discrimination on account of race, colour, creed, age, sex or marital status.

30.02 Bulletin Board: The Company agrees to extend to the Union the use of a bulletin board in each store for the posting of the following notices.

1. Notice of election — election results — appointment of officers:
2. Notice of meetings — time and place:
3. Notice of social and recreational activities.

All other notices must be approved and initialled by the Store Manager before being posted on the bulletin board.

30.03 The parties agree that the Letters of Understanding attached hereto shall have the same effect as do the terms and conditions within the body of the Collective Agreement.

Article XXXI
SUCCESSORS AND ASSIGNS



31.01 This Agreement shall be binding on the Company and its successors and assigns, and will continue to be binding on the Union and the employees covered by this Agreement.

Article XXXII
DURATION AND TERMINATION

32.01 This Agreement shall continue in effect until the 13th day of June, 1994 and shall continue automatically thereafter for annual periods of one (1) year each, unless either party notifies the other in writing during the period of ninety (90) days prior to the expiration date that it desires to amend or terminate the Agreement.

32.02 Negotiations shall begin within twenty (20) days following notification for amendment as provided in the preceding paragraph, or on such date as agreed upon by the parties.

IN WITNESS WHEREOF each of the parties has caused this Agreement to be signed by its duly authorized representatives this 8th day of October, 1992.

FOR THE COMPANY

FOR LOCAL UNION 175

FOR LOCAL UNION 633

APPENDIX "A"
LOCAL UNION 633
Classifications and Weekly Salaries
Applicable Thereto

50A
1

Eff.
8.04.92 **Eff.**
6.13.93

Meat Department Employees
Service Clerk

Start	\$265.07	\$273.02
3 Months	293.00	301.79
6 Months	334.11	344.13
9 Months	377.24	388.55
12 Months	426.42	439.21
15 Months	475.61	489.88
18 Months	524.8'0	540.54
21 Months	579.03	596.40
24 Months	638.20	657.35

Deli Department Charge Hand

Start	\$407.48	\$419.70
3 Months	510.37	525.68
6 Months	668.50	688.56

Apprentice Meat Cutter

Start	\$271.13	\$279.26
3 Months	300.76	309.78
6 Months	332.40	342.37
9 Months	364.04	374.96
12 Months	395.69	407.56
15 Months	430.36	443.27
18 Months	470.79	484.91
21 Months	514.25	529.68
24 Months	561.75	578.60
27 Months	613.29	631.69

APPENDIX "A" (Continued)

	Eff. 8.04.92	Eff. 6.13.93
Journeyman Meat Cutter		
30 Months	\$673.33	\$693.53
**Assistant Meat Department Head	\$696.37	\$717.26
***Meat Department Head		
Meat Volume		
Under \$11,100	\$712.84	\$734.23
11,101 to 22,200	722.73	744.41
22,201 to 34,000	742.48	764.75
34,001 to 45,800	755.65	778.32
45,801 to 57,500	761.14	783.97
57,501 and over	781.99	805.45

**** There will be an Assistant Meat Department Head in each store where there are three (3) or more meat cutters including the Meat Department Head and the Assistant Meat Department Head,**

***** Based on Average meat Department sales for previous four (4) Quarters. There will be a Meat Department Head in each store covered by this Agreement in which there is a Meat Department.**

APPENDIX "B"
LOCAL UNION 175
Classifications and Weekly Salaries
Applicable Thereto

	Eff. 8.04.92	Eff. 6.13.93
Grocery and Produce Department Employees Service Clerk		
Start	\$265.07	\$273.02
3 Months	293.00	301.79
6 Months	334.11	344.13
9 Months	377.24	388.55
12 Months	426.42	439.21
15 Months	475.61	489.88
18 Months	524.80	540.54
21 Months	579.03	596.40
24 Months	638.20	657.35
Stock Clerk		
Start	\$265.07	\$273.02
3 Months	293.00	301.79
6 Months	334.11	344.13
9 Months	377.24	388.55
12 Months	426.42	439.21
15 Months	475.61	489.88
18 Months	524.80	540.54
21 Months	579.03	596.40
24 Months	638.20	657.35
***Head Cashier		
Store Volume		
\$200,000 or less	\$678.82	699.19
Over \$200,000	686.50	707.10

APPENDIX "B" (Continued)

	Eff. 8.04.92	Eff. 6.13.93
**Produce Dept. Head		
Produce Volume		
Under \$6,500	\$678.82	\$699.18
6,501 to 14,400	686.50	707.10
14,401 to 22,200	697.48	718.40
22,201 to 30,000	710.65	731.97
30,001 to 40,500	718.33	739.88
40,501 and over	736.99	759.10
***Grocery Department Head Store over \$107,800		
Weekly Volume Only		
107,800 to 142,500	686.50	707.10
142,501 to 171,200	697.48	718.40
171,201 to 197,300	710.65	731.97
197,301 to 261,400	718.33	739.88
261,401 and over	736.99	759.10
***Dairy Department Head		
Stores over \$136,600	\$651.37	\$670.91
*Assistant Produce		
Department Head	\$646.98	\$666.38
Bake-Off Department Charge Hand		
Start	\$407.48	\$419.70
3 Months	510.37	525.68
6 Months	668.50	688.56

* There will be an Assistant Produce Department Head in each store where there are four (4) or more full time Produce Department employees:

** Based on Average Produce Department Sales for pre-

vious four (4) Quarters.

***** Based on Average Total Store Sales for previous four (4) Quarters**

There will be a Produce Department Head in each store covered by this Agreement in which there is a Produce Department. There will be a Grocery Department Head in each store having a volume over \$107,800 per week based on the average total store sales for the previous four (4) quarters. There will be a Head Cashier in each store,

APPENDIX "C"

TORONTO REGION

Metro Toronto, including Oakville, Mississauga, Georgetown, Brampton.

MID-NORTH REGION

Midland, Orillia, Keswick, Stouffville, Barrie, Aurora, Newmarket.

CENTRAL REGION

Guelph, Stratford, Woodstock, Tillsonburg, Owen Sound, Cambridge, Hanover, Goderich, Simcoe, Brantford.

NIAGARA PENINSULA REGION

Hamilton, Dundas, Dunnville, Port Colborne, Welland, Fort Erie, Niagara Falls, St. Catharines, Burlington, Grimsby.

SOUTH WESTERN REGION

London, St. Thomas; Strathroy, Chatham, Leamington, Windsor, Sarnia, Wallaceburg, Amherstburg.

OTTAWA REGION

Ottawa, Arnprior, Pembroke, Deep River, Hawkesbury, Cornwall.

EASTERN REGION

Oshawa, Bowmanville, Port Hope, Napanee, Trenton, Belleville, Picton, Kingston, Gananoque, Peterborough, Lindsay, Smith's Falls, Whitby.

NORTHERN REGION

Bracebridge, Huntsville, Parry Sound, North Bay, Sturgeon Falls, Espanola, Sault Ste. Marie, Timmins, Kirkland Lake, Kapuskasing, Thunder Bay, Noranda.

APPENDIX "D"
SICK BENEFIT PLAN

Entitlement to the Company's Sick Benefit Plan shall be on the basis that such benefits, as set out below, will accrue once during each twelve (12) month period, dating from the employee's anniversary date.

Service	Full Pay	1/2 Pay
3 months to 1 year	1 week	2 weeks
1 year to 2 years	2 weeks	3 weeks
2 years to 5 years	3 weeks	5 weeks
5 years to 10 years	5 weeks	7 weeks
10 years to 15 years	8 weeks	5 weeks
15 years to 20 years	10 weeks	3 weeks
over 20 years	13 weeks	

Whenever an employee is absent from work at least a full work week or which he is entitled to payment under the Sick Benefit Plan, such payment shall be made on a separate cheque.

Should the Company decide to disapprove an employee's application for sick benefit, the Store Manager shall endeavour to advise; the employee as soon as possible of the Company's decision.

$$\begin{array}{r} 74 \\ \hline 999999 \end{array}$$

$$\begin{array}{r} 706 \\ \hline 999 \end{array}$$

APPENDIX "E"

Local Union 175 is recognized as the exclusive bargaining agent of employees classified as Pharmacist's Assistant. (defined as one who has successfully completed an accredited course for Pharmacist's Assistants at a recognized College, or, has equivalent experience obtained by working with a licensed Pharmacist for a period of not less than two (2) years, employed in those outlets of A&P Drug Mart Ltd. located in the Retail Stores of the Great Atlantic & Pacific Company of Canada, Limited in the Province of Ontario. Such Pharmacist's Assistants shall be covered by the terms and provisions of the Collective Agreement expiring on June 13th, 1994 between Local Union 175 and The Great Atlantic & Pacific Company of Canada Limited, except as follows:

- (1) Section 1.04 shall not apply, to the extent *that* Pharmacists shall perform such work and *carry out* such duties and in such manner as they have done prior to the execution of this Agreement.
- (2) Section 10.03 is amended to provide that a Pharmacist's Assistant may be scheduled to work up to three (3) evenings per week as part of this regular work week during the (sick season) period of November 1 to April 15th.
- (3) Article XI and Appendix "B" are deleted for the purposes of Appendix "E", and replaced with the following:
 - (a) Pharmacist's Assistants shall be paid in accordance with the following progression schedule, *except* that employees on the payroll as of the date of ratification shall receive a one (1%) percent increase to their regular weekly rates retroactive to the 15th day of June, 1992, for all hours worked, including specified holiday and vacation pay.

Effective **June 13, 1993**, employees shall receive a **three (3%) percent** increase of their regular weekly rates.

Pharmacist's Assistant	Effective August 4, 1992	Effective June 13, 1993
start	\$243.86	\$251.18
3 Months	277.31	285.63
6 Months	319.84	329.44
9 Months	362.37	373.24
12 Months	413.69	426.10
15 Months	470.05	484.16
18 Months	529.53	545.42

(b) Cost of Living Adjustment (C.O.L.A.) *not coded*

During each year of the Agreement, a C.O.L.A. of one hundred and twenty-five (\$125.00) dollars a quarter will be paid to each eligible full time employee.

To be eligible for the cost of living adjustment, an employee must have worked one (1) full shift during each quarter and must be full time at the end of the quarter. Payment will be prorated based on time worked in the quarter, which shall include vacation and specified holidays.

An employee hired during a quarter, or an employee on lay-off at the end of the quarter who otherwise qualifies, shall be paid such cost of living adjustment on a pro rata basis.

The dates of *the* quarter-end are as follows:

First Year	Second Year
September 19, 1992	September 18, 1993
December 19, 1992	December 18, 1993
March 20, 1993	March 19, 1994
June 19, 1993	June 18, '1994

Payments will be made by separate cheque within two (2) weeks of the above quarter-end dates.

(c) A Christmas Bonus shall be paid to all regular full-time employees in the bargaining unit to be computed as follows:

(i) Employees with three (3) months' service as of December 1st of such year shall receive one-quarter (1/4) of one week's pay at their regular weekly rate as of such December 1st.

(ii) Employees with six (6) months' service as of December 1st of such year shall receive one-half (1/2) of one week's pay at their regular weekly rate as of such December 1st.

(iii) Employees with nine (9) months' service as of December 1st of such year shall receive three-quarters, (3/4) of one week's pay at their regular weekly rate as of such December 1st.

(iv) Employees with twelve (12) months' service as of December 1st of such year shall receive one week's pay at their regular weekly rate as of such December 1st.

(v) Christmas Bonus will be paid on or before December 15th each year. An employee absent from work, for reasons other than layoff, in excess of six (6) months in any qualifying year shall have this Christmas Bonus prorated based upon his actual time at work. Christmas Bonus will be pro-rated for any employee on lay-off who has been on lay-off for thirty (30) days or more as of December 1st and pay will be based upon the number of months worked in the qualifying year.

(4) Reference made to District Manager shall mean Gen-

eral Manager, A&P Drug Mart, and similarly, references made to Store Manager shall mean Pharmacy Manager.

(5) Should a full time Pharmacist's Assistant be laid off to part-time status in an A&P Drug Mart in which a part-time Pharmacist is employed for less than twenty-four (24) hours per week, it is agreed that such part-time Pharmacist shall not perform work normally performed by a bargaining unit employee.

APPENDIX "F"

Local Union 175 is recognized as the bargaining agent of those employees classified as set out below, who are employed in a "scratch" or "combo" bakery located in a Retail Store as set out in Section 1.01.

The employee shall be covered by the terms and provisions of the Collective Agreement to which this appendix is appended, except as follows:

- 1) Employees may be scheduled to commence their shift at four (4:00) a.m., and shall receive a premium of eighty (.80) cents per hour for all hours worked from four (4:00) a.m. to eight-thirty (8:30) a.m.
- 2) Employees shall be paid in accordance with the following schedule:

	Eff.	Eff.
Service Clerk	8.04.92	6.13.93
start	\$265.07	\$273.02
3 Months	293.00	301.79
6 Months	334.11	344.13
9 Months	377.24	388.55
12 Months	426.42	439.21
15 Months	475.61	489.88
18 Months	524.80	540.54
21 Months	579.03	596.40
24 Months	638.20	657.35
 Decorator		
start	\$256.04	\$263.72
3 Months	314.39	323.82
6 Months	372.75	383.93
9 Months	431.11	444.04
12 Months	493.20	508.00
15 Months	555.30	571.96
18 Months	638.20	657.35

	Eff.	Eff.
Apprentice Baker	8.04.92	6.13.93
Start	\$266.14	\$274.12
3 Months	302.12	311.18
6 Months	338.11	348.25
9 Months	374.09	385.32
12 Months	410.08	422.38
15 Months	446.07	459.45
18 Months	485.79	500.36
21 Months	525.51	541.28
24 Months	565.24	582.20
27 Months	604.96	623.11
Journeyman Baker		
30 Months	.\$644.63	\$663.97
Bakery Department Head	\$727.45	\$749.27

WAGE CARD FOR AGREEMENT NO. 0426505

JURISDICTION

FED
PROV X
PSSRA

AGREEM. EFFEC. DATE: 920616
AGREEM. EXP. DATE: 940613
NO. OF EMPLOYEES: 3200

SETTLEMENT DATE: 920803
WAGE EFFECTIVE DATE: 920616
WAGE REOPENER DATE:

Request for full act. sta. 3

STAGE OF SETTLEMENT: PCB
DUR. OF NEGOTIATION: 05

SIC: 631

COMPANY: Great Atlantic & Pacific Co. Ltd. S.D
UNION: United Food and Commercial Workers International Union

LOCATION: Province-Wide, Ont.

COLA: NONE X DELETED EXISTS INACTIVE

COMMENTS:

> AMENDMENT - ROUND OFF BASE RATE INCREASES TO ACCORD WITH AGREEMENT

DATE	RATE	%	DATE	RATE	%	DATE	RATE	%
920616	17.249	0.99	930613	17.766	3.00		0.000	0.00

WAGE INCREASES:

> 920616 - 1% ATB, 930613 - 3% ATB

LUMP SUM PAMNTS: >

CHNGS. IN INCR.: >

SPEC. ADJ.: >

OTHER:

*** PREVIOUS COLA INFORMATION ***

CARRY-OVER FLOAT = 0.000 FOLD-INS OF CARRY-OVER FLOAT: (Y or N)
DATE AMOUNT | DATE AMOUNT | DATE AMOUNT | DATE AMOUNT | DATE AMOUNT

*** CURRENT COLA INFORMATION ***

CPI TYPE: > < # OF CALC.: COMP. FQ.:

COLA TYPE:

TRIGGER: >

CAP: >

COMP. PER.:

FOLD-IN DTS: >

OTHER:

The Great Atlantic and Pacific Company of Canada Ltd., province-wide *and* United Food and Commercial Workers International Union, Local 175/633 (AFL-CIO/CLC) (3,600 full-time and 8,000 part-time employees): Two 24-month renewal agreements effective from June 16, 1992, to June 13, 1994, settled in August at the post conciliation bargaining stage*. Duration of negotiations - 5 months.

* A short work stoppage lasting 90 minutes occurred just prior to the settlement.

Wages:	Effective	June 16/92	June 13/93
	General Increases	1.0%	3.0%
	Weekly Rates		
	Full-Time Employees (top of scales)		
	Service Clerk	\$638.20 (\$631.88)	\$657.35
	Journeyman Meat Cutter	\$673.33 (\$666.66)	\$693.53
	Hourly Rate		
	Part-Time Employees (top of scales)		
	All positions	\$13.79 (\$13.65)	\$14.20

Cost-of-Living Bonus: Full-time employees, \$125 per quarter; part-time employees, 10¢ per regular hour worked, payable quarterly (unchanged).

Hours of Work: Full-time employees, 37 per week (unchanged); part-time employees, overtime rates begin after 8 hours worked in a single day.

Overtime Pay: One and one-half (double) times regular rate for work on a Sunday.

Paid Holidays: Full-time employees, 9 designated days plus 1 personal holiday for a total of 10 per year; part-time employee, 9 designated days with up to 8 hours' pay for each day, & pending on number of hours worked during the preceding 4-week period. Minimum of 5 hours' pay for employees with 5 or more years of service (unchanged).

Paid Vacation: Full-time employees, 2 weeks after 1 year, 3 after 5, 4 after 9, 5 after 16, and 6 after 23 (unchanged). Part-time employees - Vacation pay equal to 4.0 per cent of previous year's earnings with less than 5 years' service, 6.0 per cent with 5 years, and 8.0 per cent with 9 or more years. Employees with 5 years' service may take 3 weeks leave-without-pay annually, and employees with 9 years or more may take 4 (unchanged).

Health and Welfare: Long-Term Disability (full-time employees only) - Effective August 3, 1992, maximum monthly benefit of \$1,970 (\$1,950); June 13, 1993, \$2,029.

Vision Care - Effective January 1, 1993, \$125 (\$100) every 2 years for lenses, frames, or prescription glasses. Maximum \$200 every 2 years for special requirements (unchanged).

Pension Plan:

Full-time employees:

Basic Benefit Per Month Per Year of Service -

Past Service - \$29 (\$28); June 13, 1993, \$30.

Future Service - \$29.50 (\$28.00); June 13, 1993, \$31.

Early Retirement - Effective September 1, 1992, age 62 (63) with no actuarial reduction; June 13, 1993, age 61.

Part-time employees:

Basic Benefit Per Month Per Year of Service -

Past Service - \$14 (\$13); June 13, 1993, \$15.

Future Service - \$14.50 (\$13.00); June 13, 1993, \$16.

Early Retirement - Effective September 1, 1992, age 63 (65) with no actuarial reduction; June 13, 1993, age 61.

**Training and
Education Trust
Fund:**

Employer Contribution - Effective June 1, 1993, 2¢ (1¢) per regular hour worked by full- or part-time employee.

The Great Atlantic and Pacific Company of Canada Ltd., province-wide and United Food and Commercial Workers International Union, Local **175/633** (AFL-CIO/CLC) (**3,600** full-time and **8,000** part-time employees): **Two** 24-month renewal agreements effective from June 16, 1992, to June 13, 1994, settled in August at the post conciliation **bargaining** stage*. Duration of negotiations - **5** months.

* **A short** work stoppage lasting **90** minutes **occurred** just prior to the settlement.

Wages:	Effective	June 16/92	June 13/93
General Increases		1.0%	3.0%
Weekly Rates Full-Time Employees (top of scales)			
Service Clerk		\$638.20 (\$631.88)	\$657.35
Journeyman Meat Cutter		\$673.33 (\$666.66)	\$693.53
Hourly Rate Part-Time Employees (top of scales)			
All positions		\$13.79 (\$13.65)	\$14.20

Cost-of-Living **Bonus**: Full-time employees, \$125 per **quarter**; part-time employees, **10¢** per regular **hour** worked, payable quarterly (unchanged).

Hours of Work: Full-time employees, **37** per week (unchanged); part-time employees, overtime **rates** begin **after** 8 hours worked in a single day.

Overtime Pay: **One and one-half** (double) times regular **rate** for work on a **Sunday**.

Paid **Holidays**: Full-time employees, **9** designated **days** plus 1 **personal** holiday for a **total** of **10** per year; part-time employee, **9** designated **days** with up to **8 hours'** pay for each day, depending on number of hours worked during the preceding **4-week** period. **Minimum** of 5 hours' pay for employees with **5 or** more years of **service** (unchanged).

Paid Vacation: Full-time employees, **2 weeks** after 1 year, 3 after **5**, 4 after **9**, **5** after 16, and **6** after **23** (unchanged). Part-time employees - Vacation pay equal to **4.0** per cent of previous year's earnings with less than **5** years' service, **6.0** per cent with **5** years, and **8.0** per cent with **9 or more** years. Employees with **5** years' service may take **3 weeks** leave-without-pay annually, and employees with **9 years or more** may take **4** (unchanged).

Health and Welfare: Long-Term Disability (full-time employees only) - Effective August 3, **1992**, maximum monthly benefit of **\$1,970** (**\$1,950**); June 13, 1993, \$2,029.

Vision Care - Effective **January** 1, 1993, \$125 (\$100) every **2** years for lenses, frames, or prescription glasses. Maximum \$200 every 2 years for special requirements (unchanged).

Pension Plan:

Full-time employees:

Basic Benefit Per Month Per Year of Service -

Past Service - \$29 (\$28); June 13, 1993, \$30.

Future Service - \$29.50 (\$28.00); June 13, 1993, \$31.

Early Retirement - Effective September 1, 1992, age 62 (63) with no actuarial reduction; June 13, 1993, age 61.

Part-time employees:

Basic Benefit Per Month Per Year of Service -

Past Service - \$14 (\$13); June 13, 1993, \$15.

Future Service - \$14.50 (\$13.00); June 13, 1993, \$16.

Early Retirement - Effective September 1, 1992, age 63 (65) with no actuarial reduction; June 13, 1993, age 61.

**Training and
Education Trust
Fund:**

Employer Contribution - Effective June 1, 1993, 2¢ (1¢) per regular hour worked by full- or part-time employee.

WAGE CARD FOR AGREEMENT NO. 0426505

JURISDICTION

FED
PROV X
PSSRA

AGREEM. EFFEC. DATE: 920616
AGREEM. EXP. DATE: 940613
NO. OF EMPLOYEES: 3200

SETTLEMENT DATE: 920803
WAGE EFFECTIVE DATE: 920616
WAGE REOPENER DATE:

STAGE OF SETTLEMENT: PCB
DUR. OF NEGOTIATION: 05

SIC: 631

COMPANY: Great Atlantic & Pacific Co. Ltd.

UNION: United Food and Commercial Workers International Union

LOCATION: Province-Wide, Ont.

COLA: NONE X DELETED EXISTS INACTIVE

COMMENTS:

> AMENDMENT - ROUND OFF BASE RATE INCREASES TO ACCORD WITH AGREEMENT

>
>

DATE	RATE	%	DATE	RATE	%	DATE	RATE	%
920616	17.249	0.99	930613	17.766	3.00		0.000	0.00

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*** PREVIOUS COLA INFORMATION ***

CARRY-OVER FLOAT = 0.000 FOLD-INS OF CARRY-OVER FLOAT: (Y or N)
DATE AMOUNT | DATE AMOUNT | DATE AMOUNT | DATE AMOUNT | DATE AMOUNT

*** CURRENT COLA INFORMATION ***

CPI TYPE: > < # OF CALC.: COMP. FQ.:

COLA TYPE:

>
>
TRIGGER: >
CAP: >
COMP. PER.:

>
>
FOLD-IN DT\$: >
OTHER:

>
>

WAGE CARD FOR AGREEMENT NO. 0428707

JURISDICTION		SETTLEMENT DATE:	920616
FED	AGREEM. EFFEC. DATE: 920616	WAGE EFFECTIVE DATE:	920616
PRUV X	AGREEM. EXP. DATE: 940613	WAGE REOPENER DATE:	
POGRA	NU. OF EMPLOYEES: 3200	STAGE OF SETTLEMENT:	PCB
		DIR. OF NEGOTIATION:	05

SIC: 631
 COMPANY: Great Atlantic & Pacific Co. (Canada) Ltd. (P.L.)
 UNION: United Food and Commercial Workers International Union

LOCATION: Province Wide, Ont.

COLA: NONE X DELETED EXIST INACTIVE

COMMENTS:
 > \$125 per quarter bonus (unchanged)
 >

OCCUP.: SERVICE CLERK
 HOURS WORKED: 37.00
 PREV. NEG. BASE RATE: 17.000 + COLA FOLD-IN AMT: (0.000) = 17.000

DATE	RATE	%	DATE	RATE	%	DATE	RATE	%
920616	17.25 ⁴⁹	1.00	930613	17.75 ⁶	3.00		0.000	0.00

WAGE INCREASES:
 > 920616 - 1% ATR, 930613 - 3% ATR
 >

LUMP SUM PAYOUTS: >
 CHNGS. IN INCR.: >
 SPEC. ADJ.: >
 OTHER: >
 >

*** PREVIOUS COLA INFORMATION ***

CARRY-OVER FLOAT = 0.000 FOLD-ING OF CARRY-OVER FLOAT: (Y OR N)
 DATE AMOUNT : DATE AMOUNT : DATE AMOUNT : DATE AMOUNT

*** CURRENT COLA INFORMATION ***

CPI TYPE: > # OF CALCS: LUMP. PWT:
 COLA TYPE: >
 TRIGGERS: >
 CAP: >
 COMP. PER.: >
 FOLD-IN STR: >
 OTHER: >
 >
 >

72