

Collective Agreement

Between

Dominion

and

Retail, Wholesale and Department Store Union
Local 414

Begins:
10/11/1990

Terminates:
06/27/1992

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GREEMER

THIS AGREEMENT entered into on October 11, 1990

Between

NEW DOMINION STORES

a division of The Great Atlantic & Pacific Company of Canada, Limited, hereinafter **called** "The Company"

and

RETAIL, WHOLESALE AND DEPARTMENT STORE UNION

**Locals 414, 429 (Timmins), 545 (North Bay),
579 (Sudbury), 582 (Sault Ste. Marie),
and 915 (New Liskeard) AFL-CIO-CLC**

hereinafter **called** "The Union" for and on behalf of all employees of New Dominion Stores, a division of **The** Great Atlantic & Pacific Company of Canada, Limited in its retail stores, **as set out** below, save and except Store Managers, Assistant Store Managers, and **persons** above the rank of Assistant Store Manager in the municipalities of Metropolitan Toronto, Markham, Richmond **HILL**, Newmarket, Pickering, Hamilton, Burlington, Clarkson, Ancaster, St. Catharines, Niagara Falls, Thorold, Stoney **Creek**, Dundas, Port Colborne, Welland, Galt, Streetsville, **Oakville**, **Brampton**, Brantford, London, St. **Thomas**, Mitchell, St. Mary's, Blenheim, Stratford, Woodstock, Tillsonburg, Aylmer, Owen Sound, Hanover, Oshawa, Belleville, Peterborough, Port **Hope**, Trenton, Cobourg, Bowmanville, Whitby, Lindsay, Napanee, Barrie, Vespra Township, Parry Sound, Collingwood, **Orillia**, Penetang, Bracebridge, Huntsville, Gravenhurst, Orangeville, Brockville, Smiths Falls, Morrisburg, Perth, Prescott, Cornwall, Arnprior, Renfrew, Gananoque, Ottawa, Kingston, Timmins, North Bay, Sudbury, Sault Ste. Marie, New

Liskeard, Kapuskasing, Espanola, Blind River, Wawa, Chapleau, and Sturgeon Falls, **Ontario**.

For clarity purposes, the **bargaining** unit shall include those A & P Stores formerly operated as New **Dominion Stores** at the following street addresses: **1147 Barton St. East, Hamilton; 967 Fennell Ave. East, Hamilton; 275 Geneva St., St. Catharines; 227 Vodden St., Brampton; 499 Main St., Brampton; 180 Sandalwood Pkwy., Brampton; 1345 Huron St., London; 785 Wonderland Rd., London; 149 Midtown Dr., Oshawa; Valley Plaza, Hwy. #69, Hanmer; 400 Notre Dame Ave., Sudbury; 150 Churchill Blvd., Sault Ste. Marie; 248 Northern Ave., Sault Ste. Marie; 293 Bay St., Sault Ste. Marie; 500 Laurier Ave., Milton; 125 Cross Ave., Oakville; 1521 Rebecca St., Oakville; 777 Guelph Line, Burlington; 168 Plains Rd. West, Burlington; 100 Plaza Dr., Dundas; 371 St. Paul Ave., Brantford; Hwy. #2, Cobourg; 150 First St., Orangeville; 390 Lakeshore Dr., North Bay; 1901 Cassells St., North Bay; 1500 Riverside Dr., Timmins, 19 Main St., Huntsville; Hwy. #118 West, Bracebridge; 15 William St., Parry Sound; Hwy. #116 and #65, New Liskeard; Hwy. #26 and #27, Georgian Mall, Barrie; 33 Barrack St., Kingston; 300 Bath Rd., Kingston; 998 Brookdale Ave., Cornwall; 1642 Merivale Rd., Nepean; 1670 Heron Rd., Ottawa; and 671 Kirkwood Ave., Ottawa, Ontario.**

Should the **Company** open stores within the townships set out in Appendix "D" the Company will recognize the **Union** as the **bargaining agent** and such **stores** will be covered by this **Agreement**. In the event that another union is the bargaining agent for **one of the Company's stores** in a township adjacent to those set out in the above mentioned Appendix, the matter of recognition will be decided by the **Ontario Labour Relations Board**.

Where a **Regional Municipality** is created and the **Union** has a certification in **one of the areas incorporated**, the Company will recognize the **Union** in the entire **Regional Municipality** provided **no other Union** has a **certification** in one of the **areas** incorporated. In the latter case, the **Regional Municipality** would be divided between the **two Unions** involved, or decided by the **Ontario Labour Relations Board**.

The purpose and the intent of this Agreement is to promote **co-operation** and harmony, to recognize mutual **interests**, to provide a channel through which information and problems may be transmitted from one to the **other**, to **formulate rules** to govern the relationship between the **Union and the Company**, to promote efficiency and

service, as well as to cover wages, hours, and working conditions. It is further agreed that the development of the proper relationship can only be achieved and maintained by a reasonable and sensible approach to the problem, at the same time recognizing that the best possible working conditions are the objective of both parties, but also realizing that the thinking in the matter must, in an overall way, be properly related to competitors and to local conditions.

The conditions of work and benefits of part-time employees shall be only as outlined in Appendix "C".

Witnesseth: That the parties hereto agree as follows:

1. DURATION OF AGREEMENT

1.01 This Agreement shall become effective on the 11th day of October, 1990 and shall remain in effect until the 27th day of June, 1992, and thereafter until terminated or amended as hereinafter provided.

1.02 If either party desires to terminate or amend this Agreement on the 27th day of June, 1992, it shall give to the other party not more than one hundred and twenty (120) and not less than sixty (60) days' notice in writing of such intention prior to that date. Any proposed amendments will be exchanged at least sixty (60) days prior to termination date and negotiations will commence not later than thirty (30) days following exchange of proposed amendments or at such time as is mutually agreed upon by the parties following the exchange of proposals

1.03 If such notice is not given, this Agreement shall continue in force from year to year, thereafter, until terminated or amended as set out above by either party.

2. SENIORITY

27 A, C, D-1

2.01

(a) Seniority is the principle of granting preference to full-time employees in matters of promotion, demotions due to staff reduction, layoff, and recall after layoff in accordance with length of continuous employment provided the senior employee has the necessary ability to perform the normal requirements of the job in a competent manner.

27E-1 (b) Seniority shall be exercised within the seniority areas, unless a specific clause states otherwise, as set out in Appendix D and in accordance with Article 2.08.

- (c) In the event that two (2) or more employees are credited with the same seniority date under Article 2.15, the senior employee shall be deemed to be the one with the greatest continuous service.

2.02 Bargaining Unit Seniority

With regard to promotions, layoffs, recall after layoff, and choice of vacation dates, seniority shall be based upon length of continuous employment in the bargaining unit, provided:

- (a) Persons who were previously employed within the bargaining unit, or the area presently covered by the bargaining unit, may return to positions within the bargaining unit with seniority for the purposes of this clause based on their length of service in the bargaining unit provided they do not return to a position higher than the one previously held and further provided that no bargaining unit member is demoted or laid off.
- (b) Employees from outside the bargaining unit may be transferred into the bargaining unit to fill a specific position with seniority for the purpose of this clause based on their starting date with the Company where the Company is unable to fill the position with an employee in the bargaining unit. In such case the employee will not exercise his seniority for a period of one (1) year.
- (c) It is agreed that employees transferred into the bargaining unit prior to September 25th, 1972 will have bargaining unit seniority equal to their Company seniority.
- (d) Articles 2.02 (a) and (b) above are restricted to employees in Management positions with the Company.

2.03 Company Seniority

Other than as set out in Article 2.02 above, seniority shall be based on length of continuous employment with the Company.

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2.04 Seniority shall be effective only after an employee has completed a probationary period of twenty-five (25) days worked. Seniority shall be computed from date of most recent full-time employment, except for part-time employees hired full-time who may be eligible for seniority credit as set out in Article 2.15.

2.05 Seniority shall be considered broken and services terminated if an employee:

- (a) is duly **discharged** by the Company,
- (b) voluntarily quits or resigns;
- (c) **has been laid off** continuously for a maximum period of **eighteen (18) months**, but in no case to exceed **his bargaining unit seniority at the time of his layoff** or if he is called back to work by registered mail during the recall **period** and does not return to employment within two (2) weeks of **the receipt** of such notice;
- (d) is absent from work for a period in excess of **three (3) scheduled working days** without a written leave of absence **unless** a reason satisfactory to management is given by the employee. Provable sickness or provable inability to communicate with **the Company** shall be considered a satisfactory reason. It is understood **and** agreed that this Article **does** not permit or sanction absences of three (3) **days or less** without **reasons** satisfactory to management or **beyond the control of the employee**,
- (e) fails to **return** to work **on** the completion of an authorized leave of absence **unless** a **reason** satisfactory to management is given by the employee. Provable sickness or provable inability to communicate with the Company shall be considered a **satisfactory reason**.

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2.06 Seniority lists shall be prepared by seniority area and posted on the bulletin board of each store semi-annually, with a copy to the District Union Office.

2.07 In filling vacancies and new positions, the Company will recognize the principle of seniority where the senior employee has the ability and qualifications to perform the job in a competent manner,

2.08 In matters of staff reductions, reduction of a full-time employee to a part-time employee as provided for a Clause (g) and (h) below, and recall from layoff, the principle of seniority shall be recognized by the Company, provided the senior employee has the ability and qualifications to do the job in a competent manner. Where staff reductions result in demotions and/or layoffs and in matters of recall, the procedure set out below will be followed:

- (a) Probationary employees in the surplus classifications **will be terminated first**, and in reverse order of **date of hire**. If previously employed on a **part-time basis**, the employee **will**

have the option of returning to his former part-time position; his part-time starting date will be restored and his name will be reinstated on the list of part-time employees desiring full-time employment at his original application date.

(b) Employees not classified by volume (Clerk "A", Clerk "B", Clerk "A" Best for Less and Thrift, Clerk "B" Best for Less and Thrift, Meat Cutter, Journeyman Baker, Store Porter, Decorator, Chief Clerk) provided they are able and available to perform the job in a competent manner and do not bump an employee with greater seniority will, as set out below:

(i) **Bump** the most junior employee in their classification.

(ii) If the employee chooses not to bump the most junior employee in his classification, or is in fact the most junior employee in his classification, then he will have the right, as set out below, to bump the most junior employee in any other position not classified by volume which he is able and available to perform in a competent manner. All employees so bumped will have a similar option. All such options will be exercised first within the municipality, then within the sub seniority area and finally within the overall seniority area as defined in Appendix "D". If the employee chooses not to bump, or is in fact the most junior employee, then he will be laid off as per this Article with recall rights as per Article 2.05 (c) and such employee could exercise his option under Article 2.08 (g) below to work on a part-time basis.

(c) An employee classified by volume will have the option of bumping the most junior employee in his classification, as set out below, provided he is able and available to perform the job in a competent manner, or another position classified by volume, as set out below, provided he is able and available to perform the job in a competent manner, in the municipality, sub-seniority area, or the overall seniority area, provided he has greater seniority.

If an employee, bumped as set out above from the higher of the two classifications set out below, chooses not to accept the position classified by volume available to him, or is in fact the most junior employee in his classification, then he will have the right to bump the most junior employee in the lower of the two (2) classifications set out below provided he has the qualifications to perform the job in a competent manner.

For the purpose of bumping, two (2) volume classifications will be **recognized**, based on weekly **total** store volume, as follows:

class 1: 0 - 186,846

class 2: over 186,846

Seniority for the purpose of bumping employees classified by volume will be based upon length of continuous *service* in the position to be bumped.

Employees in classified positions who have been demoted to a lower volume for just **cause** will be ineligible to exercise any bump resulting **in** a position with a volume higher **than** the one from which he is displaced.

If any employee bumped as set out above, chooses not to accept the position classified by volume available to **him**, or is in **fact** the most junior employee in his classification, then depending upon his qualifications to perform the job in a competent **manner**, he would bump the most junior employee as set out in (b) (ii) above **in one** of the following classifications: Chief Clerk, Meat Cutter, Journeyman **Baker**, Clerk "A", Clerk "B", Clerk "A" Thrift and Best for Less, Clerk "B" Thrift and Best for **Less**, Decorator, Store Porter.

For the purpose of this clause, employees classified by volume shall include **Grocery** Manager, Meat **Manager**, Produce **Manager**, **Bakery** Manager, Head Cashier, Bookkeeper, ~~Teli~~ **Cook**, ~~Teli~~ **Manager**, and Deli Operator.

- (d) The Company will provide employees affected by layoff with their options under the collective agreement in the **presence** of union representation, as in Article 7.13. Employees will be given forty-eight (48) hours to make **such** election.
- (e) **An** active list of laid-off employees listing their seniority, date of layoff, **store** and classification will be posted once a month in each store with a copy forwarded to the District Union **office**.
- (f) Except in cases of temporary layoff due to fires, **floods**, strikes, lockouts and **similar occurrences** beyond **the** control of the Company, when an employee who **has** completed his probationary period is laid off **through** no fault of his own he shall receive **notice** in **advance** of lay-off or pay in lieu thereof in accordance with the **provisions of the Employment Standards Act**.

In either case, the employee will be informed of his layoff in writing on a form provided by the Company, a copy of which

will be forwarded to the Union Office. When such notice is given, the Union will be represented as set out in Article 7.13 of this Agreement and the Union Representative shall sign the Layoff Notice as witness of his presence.

- (g) If a regular full-time employee in any store is laid off due to lack of work, and if part-time work is available in his store or a neighbouring store, then for a period of one (1) year from his date of layoff, if the employee so requests he shall be given preference to work such part-time work, up to thirty-seven (37) hours per week, if he is qualified to perform the work, at a rate not less than his regular rate of pay if the work is in his classification. If the work is in another classification he shall receive the full-time rate of pay for the classification commensurate with his seniority.
- (h) A full-time employee reduced to part-time because of layoff or demotion, who has been on layoff for twelve (12) months, shall be credited with his full original seniority on the Part-Time Seniority List. When the employee's recall rights expire in accordance with Article 2.05 (c), he shall be reinstated to his former position on the Part-Time to Full-Time Application List, with his original date of application, or full-time start date, if there is no application on Ne.
- (i) The Company agrees that full-time employees with a seniority date on or before June 21, 1984 will not be laid off except for the following reasons:
- (a) department or store closing
 - (b) reduction in business.

In the event that any of the above exceptions result in a surplus of full-time employees with a seniority date prior to June 21, 1984 the Company agrees to meet with the Union to discuss the possibilities of alternate employment for such employees prior to layoff notices being issued.

2.09 Recall Procedure

- (a) When a vacancy occurs that would create a recall, the Company will recall by seniority employees in the seniority area where the vacancy exists, provided the employee is capable of performing the job in a competent manner. If the senior employee refuses the job it will be offered to the next most senior employee and so on until the vacancy has been filled or all employees on layoff in

the seniority area have refused. The refusal of an employee on layoff to accept a recall to a sub-seniority area other than his original sub-seniority area shall not be grounds for termination as set out in Article 2.05 (c).

- (b) If a vacancy occurs in a volume classified position and store within thirteen (13) weeks after a reduction, the former incumbent so displaced, regardless of present status, will be entitled to return to his former position at his option.
- (c) Any employee not classified by volume, who is demoted, bumped, or laid-off, shall be given first opportunity to be returned to his former classification and/or store in order of seniority when a vacancy occurs and the ensuing vacancy will be filled in accordance with (a) above.
- (d) Recall rights under this Clause shall supercede all other relevant clauses of this Agreement dealing with the filling of vacancies.

2.10 Preference for Relief Assignments

During periods in which employees are displaced (bumped) as a result of layoffs or any employees are actually on layoff with recall rights, the following procedures will apply for relief assignments:

- (a) Relief assignments are defined as temporary vacancies caused by vacation, sickness, leaves of absence or accident/injury in the regular full-time staff, which the Company decides to replace with an employee other than another regular full-time employee. To qualify as a relief assignment, the temporary vacancy must be a minimum of a normally scheduled full work week for a full-time employee.
- (b) In filling relief assignments as defined above, the most senior displaced employee in the department in the store in which the vacancy occurs, and who is qualified to do the work in a competent manner, will be offered the assignment. In the event there are no displaced employees available in the department, then the most senior displaced employee in the store qualified to do the work in a competent manner, will be offered the assignment. In the event there is no displaced employee in the store available for the relief assignment, then the most senior employee on layoff with recall rights in the District Manager's territory qualified to do the work in a competent manner will be offered the assignment.

(c) If yes, if significant, as defined in Article 10.09, will be temporarily recalled to full-time status with the same status. At the end of the relief period, the employee will be returned to his status and continue to work out the recall period. It will not be a recall as a result of the relief assignment. At the time limits outlined in Appendix C, Article 10.09 (b), the employee will be recalled in accordance with Article 2.09.

(i) O.H.I.P. — For each week of relief as defined in Article 10.09, the employee will be paid the cash equivalent to the cost of coverage for that employee for that week provided he was required to pay O.H.I.P. premiums.

(ii) Pro-Rata — For each week of relief as defined in Article 10.09, the employee will be paid according to the following formula: 2% of the number of eligible employees for that employee times his gross pay for that week.

(iii) Christmas Bonus — A laid off employee with all rights will be eligible for a Christmas bonus which is the greater of:

(a) A pro-rata bonus on the basis of the number of weeks he worked in relief in the year.

(b) The applicable part-time bonus as outlined in Appendix "C".

2.11 When a full-time employee is reduced to part-time status, the Company will recognize his regular rate of pay and date in regard to his part-time employment.

26A-1
2.12 Members of the Negotiating Committee and Union Officers who are employees of the Company will be retained during their respective terms of office, notwithstanding their position on the Seniority List, so long as the Company has work available which they are qualified to perform and their conduct conforms with the ordinary requirements of the company.

The Union will inform the Company in writing of the appointment or election of any employee to, or the removal of any employee from, these offices or committee and this benefit will apply only to those employees of whom the Company has been so informed.

2.13 There shall be no coercion, restraint, penalty, or censure against any member by or on behalf of his membership or activities, or lack of activity on behalf of the Union or because of

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race, sex, age, colour, marital status, citizenship, political, or religious affiliation. It is agreed that the retirement of an employee at normal retirement age, or earlier if he exercises such option, shall not be a violation of this clause or the Ontario Human Rights Code.

2.14 In time of war, seniority shall not be broken by reason of active service in the Canadian or Allied Armed Forces agreed upon by the Union and the Company.

2.15 Following successful completion of the full-time probationary period, a part-time employee who is hired full-time will be credited with fifty (50) percent of his part-time service up to a maximum of one (1) year. This credit will apply to matters of layoff, promotion, vacation, and rates of pay; however, the normal waiting period will apply to Group Insurance, Absence from Work Pay, O.H.I.P., and other fringe benefits. 8867

3. PROMOTIONS

3.01 Application for Promotion

Applications for promotion to the positions classified or appointed by volume covered by this Agreement will be made available to all employees (including present Department Managers, Head Cashiers and Bookkeepers who desire promotion to higher volume stores). Applications will be made in triplicate to the Manager, Industrial Relations on a form supplied by the Company. The second copy will be returned to the employee signed by the Manager, Industrial Relations as acknowledgement of the application. The third copy will be sent to the District Union Office.

Applications may be made at any time and will be valid for a period of one (1) year. Applications may be renewed during the two (2) month period immediately preceding the anniversary date of the original application and in such case the application will retain the original date. Within thirty (30) days of receipt of the application, Management will discuss with the employee his application for promotion, and will bring to the employee's attention any shortcomings which may affect his opportunities for advancement. The Company may post a bulletin soliciting applications at any time. The Company will forward to the District Union Office, on a quarterly basis, a listing of all valid applications on file by classification and in order of date of application.

In making promotions, the Company will ~~select~~ employees from among those who have valid applications on file at least two (2) weeks before the promotion becomes effective, in accordance with Article 2.07.

3.02 Announcement of Promotions

The Company will post an Announcement of Promotions of members of the bargaining unit who have been promoted to positions appointed or classified by volume within the seniority ~~area~~ on the stores' bulletin boards, a copy of which will be forwarded to the ~~District~~ Union Office.

Such notices will be made each week covering promotions made during the previous week and will include the length of service of the promoted employee. In making promotions in Metro Toronto, the ~~District~~ Managers will consider the valid applications of all employees in the ~~area~~ and, subject to Article 28, the employee will be required to accept the ~~transfer~~.

Any grievance filed with reference to a promotion must be filed at Step Two (2) of the Grievance Procedure within seven (7) working days of the posting of the announcement of such promotion. The same procedure shall be followed in the matter of New Jobs (Article 9). Grievances regarding promotion to the positions set out in Article 3.01 above may only be filed by employees who have valid applications on file for such positions.

3.03 In the event a successful grievance is filed regarding a promotion as set out above, the employee originally promoted to the disputed position, and those who were promoted due to his promotion will be moved back to their former positions and classifications.

4. LEAVE OF ABSENCE FOR REGULAR FULL-TIME EMPLOYEES

4.01 All ~~requests~~ for ~~personal leave of absence~~ of three (3) working days or less shall be made verbally to the Store Manager. If granted, permission will be given in writing to the employee concerned by the Store Manager.

4.02 All request for ~~personal~~ leave of absence of more than three (3) working days shall be made to the Personnel Manager in writing

by the employee concerned and the letter shall indicate in full the reason for requesting the leave of absence. Each request will be considered on its individual merit and the granting or refusal of all such request for leave of absence shall be made by the Personnel Manager in Writing to the employee concerned with a copy to the Union Office within fourteen (14) days. Where the request is refused, the letter will state the reason for the refusal.

4.03 If an employee is elected to an office in the Union and the performance of such office requires leave of absence, such leave of absence (up to a maximum of twelve (12) months) without pay or other benefits shall be arranged between the union, the employee, and the Company. Except in cases of emergency, beyond the control of the Union, the Union agrees to notify in writing the Manager, Industrial Relations at least thirty (30) days in advance that such leave of absence is requested. Leave of absence, if arranged, shall state the length of time the employee may be absent (up to a maximum of twelve (12) months).

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4.04 If an employee is elected a delegate of the Union to a Union Convention, Seminar, or Educational Conference, and such attendance requires leave of absence, such leave of absence, without pay, shall be arranged by mutual agreement between the Union, the employee, and the Company. Except in cases of emergency, beyond the control of the Union, the Union agrees to notify in Writing the Manager, Industrial Relations at least fifteen (15) days in advance that such leave of absence is requested.

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Leave of absence, if arranged, shall state the length of time the employee may be absent and such absence shall not exceed three (3) weeks. If the leave of absence is for less than one (1) full week, the employee's day off that week will be scheduled for a day other than those days included in the leave of absence.

For all leaves of absence granted under this Article for Seminars or Educational Conferences, the Union will pay the Company the cost of maintaining all employee benefits during the leave of absence. For the term of this Agreement payment will be calculated at \$3.16 per hour.

4.05 An employee granted leave of absence as outlined above in

subsections 4.01, 4.02, 4.03, **4.04** shall be restored without loss of seniority to his former position or to a similar position at the then prevailing wage **rate** at the expiration of his leave of absence. This provision **becomes** void, however, if **the absence exceeds the period** granted.

4.06 *Pregnancy Leave of Absence*

(a) A female employee **will be** granted a pregnancy leave **of** absence provided:

(1) She ~~makes~~ application in writing to ~~the~~ Personnel ~~Manager~~ at least two **(2)** weeks prior to the intended commencement of the leave of absence.

(2) She files a certificate from a qualified **medical** Doctor specifying the expected **date** of delivery.

(3) She **has** at least nine **(9)** months' continuous service with the Company at the commencement of the leave of absence. ~~The leave of absence will terminate three (3) months from the actual date of delivery, and should the employee fail to return to work by the expiry date she will be deemed to have voluntarily terminated her employment with the Company. The employee will give one (1) week's notice in writing to the personnel ~~Manager~~~~ of her intention to return to work, however, in no case **will** an employee return during the six **(6)** weeks immediately following the delivery **of** the child.

(b) In the event of a miscarriage, the leave of absence **will** terminate six (6) weeks from the date **of** the **miscarriage** and failure to return to work by the expiry date **will** be deemed **as** voluntary termination of her employment. Within the **six** (6) week period referred to above the employee **will** be allowed to return to work one (1) week following the presentation of a satisfactory **certifi-**
cate from her doctor.

(c) In **cases** of complications, certified in writing by the employee's doctor, the leave of **absence will** be extended while ~~the~~ complications continue but in no case for more than ~~an additional three~~
(3) months.

(d) Pregnancy leave of absence **will** be without pay or other **benefits**; however, if the employees **keep** up the necessary premiums on their **benefits** during the leave of absence, **they will** be put back on **benefits** immediately upon their return to work.

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Employees **granted** pregnancy leave of absence on or after August 25th, 1980, **will accumulate seniority during any such leave of absence. Except in cases where it is not possible or practical, on being reinstated, the employee will return to the position and store in which she was employed prior to the commencement of the leave of absence. She will receive the same salary she received at the commencement of her leave of absence, plus any general increase which may have been granted in the interim**

4.07 An employee with five (5) or more years' full-time continuous service who adopts a child will be granted a leave of **absence** without pay for other benefits not to exceed **eight (8) weeks**, provided she **makes application in writing to the Personnel Manager** at least two (2) weeks before the commencement of the desired leave of absence and presents satisfactory proof of adoption which requires a leave of absence. In cases where the adoption agency **quires a leave of absence. In cases where the adoption agency requires additional time off, the Parties will meet to discuss an extension of the leave of absence.**

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61A-929

5. NO STRIKES OR LOCKOUTS

5.01 Should grievances arise between the Company and the Union or employee or employees **as to the meaning and application of any provisions of this Agreement, or as to the compliance of either party with any of the provisions of this Agreement, it is agreed that during the life of this Agreement there shall be no strikes, walkouts, pickets, boycotts, stoppages of work or lockouts. The settlement of any such grievance is to follow the procedure set out in Article 7, Adjustment of Grievances.**

5.02 The Union reserves **the right to refuse to handle goods from any firm engaged in a legal strike with the R.W.D.S.U. This right, however, does not apply to merchandise in the stores or warehouses of the Company at the commencement of a legal strike. The Union will give the Company reasonable notice if it decides to invoke this clause.**

6. NEGOTIATING COMMITTEE

6.01 It is **agreed** that the Negotiating Committee for **this Agree-**

ment shall be composed of up to ten (10) employees all of whom must have at least twelve (12) months' continuous service with the Company at the time of their appointment.

6310-1 6.02 Members of the Negotiating Committee who are employees of the company shall suffer no loss in pay for time spent during their normal working hours attending negotiating meetings with Company officials.

6.03 It is also agreed that during negotiations a Policy Committee of not more than twenty-eight (28) employees, all of whom must have a least twelve (12) months' continuous service with the Company at the time of their appointment from the stores covered by this Agreement, will be allowed time off with pay to hold an occasional meeting on such negotiations.

7. ADJUSTMENT OF GRIEVANCES

7.01 Committees

The Company acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of employees with at least twelve (12) months' continuous service to deal with grievances in each area covered by this Agreement as follows:

- (i) Toronto — four (4) members plus the Unit Chairman.
- (ii) Hamilton (including Dundas and Burlington) — three (3) members.
- (iii) Other areas — two (2) members.

Employees who are member% of the Union Grievance Committee and any employee who files a grievance as set out below shall suffer no loss in pay for time spent during their normal working hours in grievance meetings arranged with Company officials.

Members of the Grievance Committee scheduled to work the night shift will not be required to commence work until ten (10) hours following the conclusion of a grievance meeting. His scheduled hours will not be altered and he will be paid for the scheduled hours that fall within the ten (10) hour period provided her reports for work following the ten (10) hour break. Members of the Grievance Committee will not be scheduled to work the night shift the week in which their unit has an arbitration hearing which they are scheduled to attend.

7.02 The Union **agrees** to notify the **District Manager** in each **area** of the employees selected to form the **Grievance Committee** and to keep him informed of any changes.

7.03 The Company will recognize and deal with such committee in each designated area with respect to any matter which properly **arises** from time to **time** in such **area**, during the term of **this Agreement** and the said committees **will** co-operate with the Company in the administration of **this Agreement**.

7.04 Grievance Procedure: Step One

It is the mutual desire of the parties hereto that legitimate complaints of employees **shall** be **adjusted as** quickly as possible.

If **an** employee **has** any complaint or question which he wishes to discuss with the Company, other than discharge **as outlined** in Article 10.02, which is not subject to grievance or arbitration, the employee, along with the Store Steward, **shall discuss** the matter with his Store Manager. If the complaint or question is not **settled** to the employee's satisfaction by the end of the following working **day**, the employee either **along** with or through his Union Steward, may file a grievance in **writing** concerning the matter with the Store **Manager**. Such grievance shall state the nature of the grievance, the **clause** or **clauses** **alleged** to **have** been violated and **shall** be signed by the employee. Such grievance must be delivered personally to the Store Manager by the Grievor or **his** Store Steward within seven (7) working days of the alleged occurrence **said** to **have** caused the grievance or **the** right to grieve shall be forfeited. Within three (3) working **days** of its presentation to the Store Manager, he **shall give his** reply in writing to the Grievor **on** the grievance form.

If the grievance is not settled to the **satisfaction** of the employee concerned **within** three (3) working **days** of its presentation to the Store Manager in writing, the grievance **shall** be **turned over** to the Grievance Committee and the **Union Representative** who shall determine if the grievance **has** merit before taking the matter to Step **Two**. In such **case**, it is agreed that **no member** of Management will discuss the grievance with the employee, nor will the employee **discuss** the grievance with any member of Management, without a **union** steward or representative **being** present.

7.05 Grievance Procedure: Step Two

If the grievance **has** not been **settled** satisfactorily in Step One

above, then within **seven (7) working days** from receiving the reply of the Manager in step **one** the **Grievance Committee shall give the District Manager** or his appointee notice in writing of **its** desire to meet with him in **order** to **settle the grievance** and shall enclose a copy of **the grievance in writing** signed by the employee concerned.

The **grievance** to be discussed shall be **itemized and shall state the clause or clauses of the Agreement**, if any, alleged to have been violated. **The District Manager** or his appointee, who shall have full authority in the matter, shall acknowledge **receipt of the notice of the meeting in writing and shall meet within seven (7) working days of** such receipt of grievance. **The District Manager shall give his reply in writing within seven (7) working days of the hearing of the grievance in Step Two.**

7.06 Arbitration

If a complaint or grievance is not **settled** to the **satisfaction of** either party at **Step Two**, then within **fifteen (15) working days** following receipt **of** the written reply **from Step Two** either party (subject to **Article 7.11**) may request that the **grievance** or complaint be **submitted to a board of three (3) arbitrators**, one (1) to be selected by the **Company**, one (1) by the **Union**, and a third agreed upon by the **other two (2) arbitrators**. Such a request for arbitration shall be made by one party to the other in writing by registered mail within the period allowed in this Article and shall be accompanied by the nomination of an Arbitrator. **Within one week after the receipt of such request the other party shall nominate an Arbitrator.**

If the **two** arbitrators fail to agree on the third member of the **Board** within **one week** after their appointment, the Minister of Labour of the Provincial Government shall be asked to **select** a third member who shall be the Chairman. **The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it.**

The decision of the majority is the decision of the arbitration board, but if there is no majority the decision of the Chairman shall govern. The Cost of the Arbitrator appointed by the Company and the Union shall be borne by each party respectively, and the cost of the third member of the Arbitration Committee will be borne equally by the Company and the Union. **This Arbitration Board shall not make decisions inconsistent with the provisions of this Agreement, nor alter, modify, or amend any part of this Agreement**

7.07 No matter may be submitted to ~~arbitration~~ which ~~has~~ not been properly processed according to the prescribed grievance procedure.

7.08 No person may be appointed to an Arbitration Board who ~~has been~~ involved in an attempt to negotiate a settlement of the grievance.

7.09 Notices ~~required~~ to be in writing shall be deemed to be properly given if given orally or by telephone and confirmed by letter postmarked ~~no later than~~ the final day for ~~giving~~ notice.

7.10 Any difference ~~arising~~ directly ~~between~~ the Company and the Union ~~as~~ to the interpretation, application, or administration of ~~this~~ Agreement ~~may~~ be submitted by either party to the other ~~as~~ set out below

- (a) if the matter ~~concerns~~ a particular store, the Union ~~through~~ the Store Steward or the Business Agent, ~~will~~ process the matter through Step One ~~of~~ the grievance procedure (Article 7.04) in exactly the same manner ~~as~~ an ~~individual~~ employee grievance.
- (b) if the matter concerns a ~~number~~ of ~~stores~~ or the general ~~admini-~~stration, application, or interpretation of the Agreement and, therefore, could not be resolved by an individual Store Manager, the Union may file a ~~grievance~~ at Step Two (Article **7.05**).
- (c) any grievance ~~filed~~ by the Company would be filed at Step Two (Article **7.05**) with ~~the~~ International Representative responsible for the ~~area~~ with a copy to the Local Director.

7.11 Any grievance or complaint ~~may~~ be considered ~~at~~ a ~~meeting~~ between the Grievance ~~Committee~~ and the ~~District Manager~~ or ~~his~~ appointee; however, only grievances or complaints which arise through the interpretation or ~~alleged~~ violation of the provisions of this Agreement ~~shall~~ form the ~~subject~~ of arbitration.

7.12 Upon notification in ~~writing~~ from the Union, the Company ~~agrees to recognize~~ the appointed or elected representatives of ~~the~~ Union in each store who ~~will~~ be ~~known~~ as the Store Steward and the Substitute Store Steward. It is agreed that the Substitute Store Steward ~~will~~ function only when the regular Store Steward is absent. The Store Steward will not be transferred from one ~~store~~ to another except by mutual agree

ment between the employee and the Company, or where it is agreed between the Company **and** the Union that such a transfer should be made. The above restraint on transfer does not apply to Substitute Store Stewards, or in the case of **staff reductions**.

7.13 The Union Steward, or **in** his absence the Substitute Steward, or in his absence another union member in the store chosen by the employee concerned, shall be present when any member of the bargaining unit

- (a) is accused of and questioned regarding a serious breach of conduct or **suspected** dishonesty,
- (b) is given an **official** reprimand,
- (c) is demoted, suspended, **discharged**, or laid off.

The Union Steward, or **his** substitute **as set out** above, **will sign** documentation for the company attesting to his **presence** at such **meeting**. In the event that the Union Steward or his substitute **as set out** above is not present, the action taken by the Company will be **null** and void until such time **as** the employee is reformed of the matter in **the presence of the** Union Steward or his substitute.

An exception to the above is where it is **necessary** for the Company to inform an employee by **mail** of his **discharge, suspension, demotion, or layoff**. In such **case**, the notice **will** emanate from the Company, and in lieu of having the Union Steward present **as set out** above, a copy of the notice will be **sent** to the Union office by Registered Mail.

If the Company or its agents use a **tape** recorder at a **meeting as set out** in (a) (b) or (c) above, a second recorder will be used and a duplicate tape **will** be **given** to the union **at** the end of the meeting.

7.14 No Store Steward or member of a union **committee** shall leave his post of **duty** during **his** normal working hours to discuss union business with employees and/or **union** representatives **without** first notifying his Store Manager, or his appointee.

7.15 A suspended or **discharged employee** may present a grievance which shall **be** in Writing in duplicate to the District Manager within five (5) working days after discharge, and in the event of such **grievance**, the procedure shall follow from Step Two of **the Grievance Procedure** to final settlement. If the final finding is that the employee **has** been unjustly **suspended** or **discharged** he shall be **reinstated** to his former position or wage classification without loss of seniority,

and shall be compensated for all time lost, or he shall be granted such lesser compensation as may be deemed fair in the circumstances by the Parties or, in the advent of arbitration, by the Arbitration Board.

7.16 Decisions arrived at between the Company, the employees and the Union on the adjustment of any employee's grievance shall be final and binding upon the Company, the Union and the employee or employees concerned.

7.17 The time limits referred to in this Article may be shortened or lengthened by mutual agreement in writing. The Company will agree to extend time limits in regard to arbitration where there is an appeal under the Ontario Labour Relations Act.

7.18 The time limits referred to in Article 7.04 will not apply where a grievance concerns an alleged error in an automatic increase within a wage progression, but will apply where wage rates form part of a grievance relating to matters of promotion and reclassification.

8. HOURS OF WORK, WAGES, ETC.

8.01 Attached hereto, and forming part of this Agreement, are Appendices "A", "B", "C", "D", and "E" relating to hours of work, overtime, night bonus, evening opening bonus, holidays, rest periods, wage rates, job classifications, etc., covering employees in the bargaining unit.

9. NEW JOBS AND UNION SECURITY

9.01 The Union agrees that the Company retains the right to study or introduce any new or improved production methods or facilities deemed necessary for the efficient operation of the business. However, without limiting its rights in any way, the Company agrees that prior to the commencement of any major experiments or innovations that could affect the wages, hours, or working conditions of the employees covered by this Agreement it will advise the Union. Should such changes result in the displacement of employees the Company agrees to meet with the Union to discuss alternate employment for the actual employees displaced.

9.02 The Company retains the right to establish any new job it

16-2 may desire. However, the Company agrees that prior to a new job being established notify and discuss it with the Union. After the new job has been in effect for a period of three (3) months, the wages, hours, working conditions, and retroactivity shall be such as are then agreed to between the Company and the Union. It is understood that this Clause shall in way limit management's right to experiment and innovate. (See Article 3, Announcement of Promotions re: announcement of new jobs).

9.03 The Company agrees that bilingualism will not be a condition of continued employment, or a general condition for advancement. However, it is understood by the Union that the ability to communicate in a second language may be a condition for advancement in areas covered by this Agreement.

10. MEMBERSHIP IN THE UNION

1-2 10.01 with reference to such of its store employees as are covered by this Agreement the Company will retain in its employ only members in good standing of the union or those who become members in good standing of the Union within the first twenty-five (25) days worked.

The Union agrees that it will not unreasonably deny application for admission to the Union. The Company agrees to notify the District Union Office of all new employees and their classification at least monthly. The Union agrees to notify the Company in writing by registered mail of the name of any employee who is not in good standing with the Union. The Company agrees to have all new employees sign Applications for Membership and Union insurance applications and forward them to the Union. It is agreed that the Union shall save the Company harmless for any and all claims arising from this Section which may be made against it by an employee.

10.02 The first twenty-five (25) days worked by all new employees shall be a probationary period. During this probationary period, new employees may be discharged by the Company without further recourse. Should a new employee fail to report for a scheduled medical prior to the end of his probationary period and subsequently fail it following his probationary period, he may be discharged without recourse.

10.03 New employees may be *secured* from any **source** that the Company desires.

10.04 Should an employee intentionally give false or misleading information in the completion of his Application for Employment Form, his Bond Application Form, or about his **medical history**, he may be *discharged* without further recourse.

11. COLLECTION OF UNION DUES 2-1

11.01 The Company will deduct regular weekly dues, **special** assessments, and initiation fees **as** certified by the Union in writing from all full-time employees covered by this Agreement who are members of the **Union**. The Company agrees to remit, by the 15th day of the following month, such initiation fees and dues together with **a** list of employees from whom such deductions were made to 15 Gervais Drive, Don **Mills**, Ontario M3C 1Y8, for Local 414 and to 58 Lisgar Street, Sudbury, **Ontario**, P3E 3L7 for Locals 429, 545, 579, 582 and 915.

12. PART-TIME EMPLOYEES

Given that **the** Company acknowledges the continuing need for full-time employees with regard to the proper operation of the business, the following shall apply regarding the utilization **of** part time employees:

12.01

- (a) Part-time help will not be employed to the extent of replacing a full-time employee in **the** operation of a store, except that this provision shall only apply to those stores in the seniority area in which a laid-off or displaced full-time employee has recall rights, and **has the necessary** ability to perform the **normal** requirement of the job in a competent manner.
- (b) Should such laid-off or displaced employee refuse a **recall** in a sub-seniority **area** other than his original sub-seniority area, the foregoing provision shall not apply in such sub-seniority area.
- (c) In addition, should the laid-off or displaced employee refuse a temporary relief assignment in accordance with Article 2.10, this **restriction shall be** waived during such period **of temporary relief** work.

12.02 The ratio of part-time to full-time between **8:30 a.m. and 3:00 p.m.** on days **that** the store is open for business shall be limited **as set** out below:

	Mon.	Tues.	Wed.	Thurs.	Fri.
Meat Dept.	4-1	4-1	4-1	4-1	4-1
Produce Dept.	4-1	4-1	4-1	4-1	4-1
Grocery Dept.	4-1	4-1	4-1	4-1	4-1
(61 during holiday weeks)					

12.03 When the store is not open for business the ratio shall be four (4) part-time employees to one (1) full-time employee provided sufficient full-time employees are available to work. A list of the full-time employees asked to work by the Store Manager or his appointee will be made available to the Union Steward upon request.

12.04 When no full-time employee is scheduled to work when or where the ratios in Article 12.02 or 12.03 apply, it is agreed that only three (3) part-time employees may be scheduled to work in such area at such time.

12.05 Where circumstances prevent the practical application of the above ratios, the Union agrees to work out a reasonable adjustment of the ratios with the Company

12.06 A part-time cashier will not be used to replace a full-time cashier who is performing other work in the store, for the purpose of increasing the number of part-time help allowed in another department.

12.07 The ratios of part-time to full-time employees outlined above may be exceeded in abnormal Circumstances such as store openings, renovations, fires, floods and similar occurrences, not to exceed thirty (30) days.

12.08 The use of part-time employees resulting from the absence from work of a regular full-time employee will not constitute a violation of Article 12.

12.09 No temporary store employee, part-time employee or person excluded from the bargaining unit shall be employed as a relief Head Cashier, relief Bookkeeper, or a relief Store Department Manager, if a regular full-time employee capable of doing the relief work is available for the job.

12.10 The Company agrees that for any violation of the part-time employees clause it will pay a penalty of fifty (\$50) dollars for each individual infraction per store up to a maximum of one hundred (\$100) dollars in any week in any one store. The Company

will give the penalty to the United Appeal in the **area** in the name of the employees.

12.11 Full-time employees who **are** fully qualified on their present jobs **will** not be denied the opportunity to qualify for the next senior position due to the regular use of part-time help doing the work.

13. EMPLOYEES OTHER THAN UNION MEMBERS

3-1

13.01 Employees who are excluded from the bargaining unit shall not perform routine store work. However, this condition does not apply to Store Managers in stores of less than \$112,228 volume, and Assistant Store Managers in stores of less than \$128,272 volume.

13.02 This Article **will** not be **interpreted** in such a way **as** to restrict the performance of routine store work by such employees of the Company in connection with new store openings. These exemption will apply prior to the opening of the store and during the week of the opening.

13.03 The appointment of Assistant store Managers **will** be **limited** as follows:

One (1) Assistant Store Manager in stores of \$192,449 and over, open no more than four **(4)** evenings per week.

One (1) Assistant Store Manager in stores open three (3) or four **(4)** evenings per **week**.

~~One~~ (1) Assistant Store Manager in stores open **five (5)** or **six (6)** evenings **per** week and under \$128,272 volume.

Two (2) Assistant Store Manager in stores open **five (5)** or **six (6)** evenings per week and \$128,272 or over in **sales** volume.

13.04 ~~The~~ Company agrees that for each violation of ~~this~~ Clause it **will** pay a penalty of fifty **(\$50)** dollars to the United Appeal in the area in the name of the employees.

13.05 No Store Managers or Assistant Store Managers **will** **perform routine store work** **under** this Clause while bargaining unit employees **are** laid-off in the seniority **area** concerned.

This Article **will** not **be** interpreted in such a way **as** to restrict the performance of routine store work by such employees of the

Company in connection with new store openings. **This** exemption will apply prior to the opening of **the** store and during the week of the opening.

14. SUPPLIERS' REPRESENTATIVES

14.01 Except **as set** out below, **no** Suppliers' Representative shall perform any routine manual store work. The Company agrees that for each individual violation of **this** clause it will pay a penalty of fifty (\$50) dollars to the United Appeal in the **area** in **the name** of the employees.

14.02 Exceptions:

- (a) Suppliers' Representatives may check the codes **on their** products.
- (b) In **the case** of authorized sampling of merchandise, the Suppliers' Representatives involved **are** authorized to handle **the** items on display, to distribute samples, but **are** not to fill or refill displays.
- (c) In company with a bargaining unit member, Suppliers' **Representatives** may erect display material for periodic **special** promotions, but **will** not fill or refill **the** actual product involved.
- (d) Suppliers' Representatives may, **on** a one-to-one basis, stock greeting **cards** and **books**.
- (e) **In** conjunction with a new store opening, there will **be** no **restriction** on the use of Suppliers' **Representatives** prior to **and** during the week of the opening. When new stores **are** to be opened, if there **are** any full-time employees **on** layoff with recall rights in the **area set out** in Appendix D, in which **the** new store is **to be** opened, then, such employees **will** be given preference for available part-time hours at such store provided **they are** available to work the hours available **and** have the **necessary** ability to **perform** the work
- (f) Further exceptions may be made in special **circumstances** by mutual agreement between the District Manager and **the** International Representative in the area.
- (g) Suppliers' **Representatives** will not be **used** in the reline of stores (either major or minor) **unless** **the** Company applies for an exception **as set out** in this **section**.

14.03 With respect to Article 14.02(e) above, **no** Suppliers' Representatives **will** perform **routine** store work **under this Clause** while **bargaining** unit employees **are** laid-off in the **seniority area** concerned.

15. SICKNESS AND ACCIDENT

15.01 In the event that **an** employee is unable to work **due** to sickness or accident (excepting accidents occurring during performance or regular duties for which Workers' Compensation coverage is provided) he shall be **reinstated** at such **time** as he is able to **resume** his normal duties.

15.02 The Company **shall**, however, at any time be entitled to have an employee absent because of **illness** or accident examined at its own expense. The Company doctor shall endeavour to consult with the employee's personal doctor **as** to whether or not the employee is able to resume **his normal** duties.

15.03 Except in cases where an appointment was **scheduled** and the employee failed **to report**, **no** employee who **has** completed his probationary period **shall** be requested to take a physical examination required by the Company **on his day off** or after regular working hours. **This**, however, **will** not apply when an employee is on sick leave and a medical examination is required, **as** in Article 15.02 above, before he **returns** to work.

see p 113

16. PAY FOR TIME ABSENT FROM WORK DUE TO SICKNESS AND NON-OCCUPATIONAL ACCIDENTS

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16.01 An employee **will** be paid seventy-five (75%) percent of his regular wages at store level for time during which he is absent from work **due to** his **illness** which renders him unable to work. Such payment is limited to a **maximum of three (3) days** for **one** continuous absence. Payment **shall be subject to** the following conditions and qualifications, all of which **must** be complied with

16.02 The employee must have **at least six (6) months'** continuous service with the Company at the time of his sickness.

16.03 The employee must notify his Store Manager (or his appointee) at the store of his absence **prior to his regular starting time** on the first day of absence or **as soon as possible**, at which time he shall supply **the following information:**

- (a) Why he is unable to **report** to work (**illness, bereavement, etc.**)
- (b) Estimated duration of absence (one, two, three, or more **days**).
- (c) How the Manager **cancel** him relative to his absence.

16.04 If an employee is able to **return** to work at an earlier date than he had anticipated, he shall **give his** Manager (or his **appointee**) **notification by five (5) p.m.** of the preceding **day** of such intention to **return** so **that** the necessary adjustment can be **made** in the **store** or department staff.

16.05 **An** employee confined to hospital or at home as the result of a **serious illness** or accident should report **his** condition periodically, and **as soon as** practical notify the Manager of **his** intention to **return** to work.

16.06 The employee must produce proper evidence that he is entitled to absence from work pay if requested to do so by the Company. Such evidence **will** be requested prior to the employee returning to work.

16.07 Any employee abusing this privilege by **attempting** to **collect** absence from work pay under false pretences shall be **subject** to instant dismissal.

17. COMPENSATION FOR ACCIDENTS AT WORK

17.01 In the case of an accident, as a result of which the employee is disabled for the balance of the day's shift from earning full wages at the work at which he is employed, the Company agrees to give the employee loss of earnings compensation covering the day of the disability occurred up to one (1) day's pay on the basis of the amount he would have earned at his regular rate had he not been absent from work. The Company agrees to provide work for an employee, following his proper release from the Workers' Compensation Board provided suitable work is available which the employee is capable of **performing**.

An employee **temporarily** unable to **perform** his previous duties due to an injury received in the employ of the Company, who can return to work under temporary medical restriction, **will be assigned** by the Company to a temporary **modified** work program within his

own 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. Rehabilitation Counsellor, the Health & Safety Department, the District Manager or his appointee, and the employee concerned.

17.02 Workers' Compensation Reports will be completed in duplicate and the second copy will be given to the injured worker. Both copies will be signed by authorized personnel. If the Company is going to question or contest the claim, it will inform the employee in writing of the reason for its action.

18. GROUP INSURANCE

18.01 The Group Insurance Plan will be kept available to employees during the term of this Agreement.

18.02 The Company will provide a booklet outlining the benefits provided by the plan and such booklet will be considered an Appendix to this Agreement.

18.03 The benefits outlined in the booklets will remain unchanged during the term of this Agreement, except where:

- (a) changes are necessary to comply with government legislation
- (b) changes are approved by the Negotiating Committee of the Union.

18.04 The Company agrees to pay the full premium for the employee's personal and dependent coverage under the Company Group Insurance Plan including the Prescription Drug Plan, and the Optical Plan.

70B, F.G.J-100 w.I. included, see P113
70C-100 72-979 766-1

18.05 If government legislation is enacted during the term of this Agreement which establishes a plan of benefits which duplicates any of the benefits provided by the Company's plan resulting in a reduction in the cost of such benefits to the Company, the Union agrees that any such cost reduction will be absorbed by the Company.

18.06 In cases where there is a dispute between the Group Insurance doctor or the Long Term Salary Continuance doctor

and an employee's doctor as to the extent of an employee's disability, the Company and the Union will **select** a doctor (a specialist who **has** not previously examined the employee) who **will** examine the employee and render a decision **as** to whether or not the employee is totally disabled at the time of the examination **as** defined in the Insurance **Policy**. The Doctor's decision **will** be binding upon the Company, the Union, and the employee.

Should **the** Company and the Union be **unable** to agree upon a doctor, the **Ontario** College of Physicians and **Surgeons** **will** be **asked** to **select** a specialist to conduct the examination.

To qualify for such examination, an employee must request such examination in writing to the Company **within** thirty (30) days of the event causing the dispute, or his **rights** under this **Clause** **are** forfeited.

The cost of the examination **will** be shared equally by the Company and the Union.

18.07 Any dispute regarding the administration or application of the Group Insurance Plan or Long Term Salary Continuance Plan, other than a medical matter as provided for in Article 18.06 above, may be referred to the grievance and arbitration procedure of this Agreement.

18.08 *Dental Plan*

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OE The Company **agrees** to contribute to the "Ontario Retail Employees **Dental** Benefit Trust Fund" on **behalf** of all eligible employees who are **members** of Local 414 for **all** regular hours worked, not including overtime. **The Company's contributions on behalf of part-time employees will be based on a maximum of twenty-four (24) regular hours per employee per week. Such contributions will be forwarded to the Administrator of the Fund by the 15th day of the month following the end of each of the Company's twelve (12) fiscal periods.**

The contribution **to** the "Ontario Retail Employees **Dental** Benefit Trust Fun" is **fourteen (.14¢) cents per regular hour worked, not to include overtime.**

The Trust Fund **will** be administered by a Board of Trustees made up of **equal number** of Company and Union **officers**. The Chairman and the Secretary of the Trust Fund **will** be elected annually, one from **among** the Company's Trustees and one from among the Union's Trustees. Each position **will** rotate between a Company **and** a Union Trustee each year.

All details of the benefit plan, including but not limited to matters of eligibility, coverage, and benefits, shall be determined by the Trustees of the Fund, acting in accordance with the provisions of an "Agreement and Declaration of Trust", between the contracting parties.

19. ONTARIO HEALTH INSURANCE PLAN (O.H.I.P.)

19.01 The Company ~~agrees~~ that it ~~will~~ pay the O.H.I.P. premiums on behalf of all employees who have ~~completed three (3) months' continuous full-time employment on the following~~ basis:

19.02 The full "single" premium ~~for those employees without eligible dependents as defined in the O.H.I.P. plan.~~

19.03 The full "family" premium ~~for those employees who have eligible dependents as defined in the O.H.I.P. plan.~~

19.04 The Company ~~will continue to~~ pay the premiums ~~set~~ out above for ~~retired~~ employees, ~~provided the~~ employee had twenty (20) years' ~~service~~ at the time of ~~his~~ retirement.

19.05 If the O.H.I.P. premiums ~~are reduced~~ the Union ~~agrees~~ that any savings resulting therefrom ~~will be retained~~ by the Company.

20. BEREAVEMENT

20.01 The Company ~~agrees to grant regular~~ full-time employees with three (3) months' ~~continuous full-time service~~ the necessary time ~~off~~ up to three (3) days with pay at the time of the death of the following ~~relatives~~ of the employee:

Father, Mother, ~~Wife~~ or Husband, ~~Son~~, Daughter, Brother, Sister, Mother-in-Law, ~~and~~ Father-&Law.

20.02 The Company ~~agrees to grant regular~~ full-time employees with three (3) months' ~~continuous full-time service~~ the necessary time ~~off~~ up to one (1) full day with pay at the time of the death of the employee's grandmother, ~~grandfather~~, grandchildren, ~~sister-in-law~~, or brother-in-law.

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20.03 This privilege is limited to the above mentioned bereavements. Any absences in the case of any other bereavements and any absences in excess of three (3) days in the case of the above mentioned bereavements, shall be without pay.

20.04 Should an employee desire to attend the funeral of a relative named in this Article and such attendance require travelling an extreme distance from his place of residence, then such bereaved employee may apply for and be granted a reasonable leave of absence without pay in order to attend the funeral.

20.05 Should an employee request a one (1) day leave of absence without pay to attend the funeral of a close friend or relative not covered in this Article, the Store Manager will make every effort to grant the request.

21. VACATIONS

21.01 The date for determining the length of vacation in a calendar year shall be May 1st in that calendar year. Any employee absent from work in excess of six (6) months in any qualifying year shall have his vacation pay prorated based upon the actual time worked.

21.02 All employees who have completed six (9) months' continuous service on or before May 1st in any calendar year shall receive one (1) week's vacation with pay in that calendar year during the regular vacation period.

902 21.03 All employees who have completed twelve (12) months' continuous service on or before May 1st in any calendar year shall receive two (2) weeks' vacation with pay in that calendar year during the regular vacation period.

0503 21.04 All employees who have completed five (5) years' continuous service on or before May 1st in any calendar year shall receive three (3) weeks' vacation with pay in that calendar year. Two (2) of the three (3) weeks shall be granted in one continuous period during the regular vacation period. The third week may be granted at any other time during the calendar year.

21.05 All employees who have completed nine (9) years' contin

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uous service on or before May 1st in any calendar year shall receive four (40 weeks' vacation with pay in that calendar year. Two (2) of the four (4) shall be granted in one continuous period during the regular vacation period. The remaining two (2) weeks may be granted at any other time during the calendar year.

21.06 All employees who have completed sixteen (16) years' continuous service on or before May 1st in any calendar year shall receive five (5) weeks' vacation with pay in that calendar year. Two (2) of the five (5) weeks shall be granted in one continuous period during the regular vacation period. The remaining three (3) weeks may be granted at any other time during the calendar year.

21.07 All employees who have completed twenty-three (23) years' continuous service on or before May 1st in any calendar year shall receive six (6) weeks' vacation with pay in that calendar year. Two (2) of the six (6) weeks shall be granted in one continuous period during the regular vacation period. The remaining four (4) weeks may be granted at any other time during the calendar year.

21.08 The regular vacation period shall be from March 1st to October 31st.

21.09 Vacations may be taken outside the regular vacation period but within the calendar year by request in writing to the Store Manager by the employee concerned. Vacations for two (2) successive years may not be combined during one continuous period. Employees will not be allowed to work for the Company in any capacity during their vacation.

21.10 Subject to Article 21.01 it is agreed that in the event an employee has earned vacations with pay and is absent for any reason during the calendar year, he shall be paid and receive his full vacation entitlement upon return to work. If an employee becomes confined to his home or in a hospital due to serious illness or injury while on vacation, he may file a claim for weekly indemnity benefits and the balance of his vacation will be rescheduled following his recovery.

If an employee is absent from work and therefore unable to take his earned vacation as scheduled by the end of that calendar year, he shall be entitled to take his earned vacation entitlement upon his return to work in the next calendar year.

Should an employee be on Workers' Compensation and not

return to work by the end of the calendar year following the calendar year in which his vacation was scheduled, he **will** be “cashed out” at the end of the calendar year for all vacation monies to which he is entitled for **the** previous year’s scheduled vacation.

Should an employee be receiving Long Term Disability benefits and not return to work at the end of the **initial** two (2) years of benefit coverage, he **will** be “cashed out” at the end of that period for all vacation **monies** for the previous vacation which was scheduled but not taken.

21.11 If a holiday, **as** listed in Appendix “A” **is** observed during any employee’s paid vacation period, the employee **shall receive** an additional day off with pay in conjunction with one of his regular days off during the four (4) weeks following his return from vacation.

Where it is possible to schedule **this** additional day in conjunction with the employee’s vacation, that is the Saturday before or the Monday following vacation, then this Article **will** not be interpreted in such a **manner as** to prevent such a schedule. For holidays that **are** observed in July or August, the period for taking the extra day is extended up to September 30th of **that** year.

21.12 The Company agrees that to the extent it is practicable it will grant vacations in one continuous period. Employees entitled to three (3), four (4), five (5), or six (6) weeks’ vacation and who **Wish** to **take** them in one continuous period should be prepared to finish them prior to June 15th or commence them subsequent to September 15th. During the year in which an employee completes his twenty-fifth (25) year of continuous full-time service with the Company, he **will** be allowed to take three (3) of **his** weeks of vacation in one (1) continuous period.

21.13 **An** employee who leaves the Company shall **receive** one-sixth (1/6) of a week’s pay in lieu of his vacation for each month of **service** computed from May 1st, provided he **has over** one (1) year’s continuous service **as** of May 1st. The months **will** be computed from May 1st of the year in which he leaves if he **has** had his vacation in that year. Otherwise the months **will** be computed from May 1st of the previous **year**. If the employee **has** qualified for three (3) weeks’ vacation his pay in lieu of vacation shall be computed on the **basis of** one-quarter (1/4) **instead** of one-sixth (1/6). If **the** employee **has** qualified for four (4) weeks’ vacation his pay in lieu of vacation shall be computed on the basis of one-third (1/3) **instead of** one-quarter (1/4).

If the employee **has** qualified for **five (5)** weeks' vacation **his** pay in lieu of vacation shall be computed **on** the basis of five-twelfths (**5/12**) instead of one-third (**1/3**). **If** the employee **has** qualified for **six (6)** weeks' vacation **his** pay in lieu of vacation shall be computed on the **basis on one-half (1/2) instead** of five-twelfths (**5/12**).

21.14 In **cases of dismissal**, where dishonesty, drinking alcoholic beverages on the job, wilful damage of Company property, or where Article 16.07 is involved, the above method of payment **will** not apply. **In** such **cases** only the legal provincial allowance **will** be paid.

21.15 Employees shall **receive** their vacation pay on their regular pay day the week prior to **their** vacation.

21.16 The Company **will** post a notice on the **bulletin** board in each store by February 1st each year, requesting full-time employees to **indicate on an** attached schedule their preferred vacation dates. **The** notice will **remain** posted **until** February 15th, and except in the **case** of absence due to sickness or accident employees who have not entered their preferred **vacation** dates by then will forfeit their right to do so, following which management **will** prepare the vacation schedule **based** upon seniority, individual preference, and the proper operation of the business. The finalized vacation schedule **will** be posted on the store bulletin board by March 15th.

21.17 When two (2) department **managers** in one store request that their vacations be scheduled for the same or overlapping **periods**, and such request is refused by their immediate **superiors**, the department managers **concerned** may make a **direct** request to the District manager to **render** a decision in the matter.

22. VISITS BY UNION REPRESENTATIVES

22.01 **Union** duties and activities will not be carried **on** during hours of employment except that the business agent or other known executive of the Union may, after making his presence known to the Manager, or his appointee, enter the store during business hours to observe the performance of **this** Agreement, and to interview employees for the purpose of hearing grievances. it is understood that such visits will be timed to cause **as little disruption as possible** to the normal conduct of **business**. it is further understood that representatives of the **Union will** comply with Company regulations

and restrictions.

23. NOTICES OF IMPORTANCE TO EMPLOYEES

23.01 The Company will transmit Union notices of importance to stores by its daily bulletin service. The Union may use the stores' bulletin boards, where provided, for the posting of Union notices of importance. Except for notices of Union Meetings and the posting of Steward's names on the bulletin boards, all such notices must be approved and signed by a Company official before being included in the bulletin service, or posted on the bulletin boards.

23.02 In-store Bakery Departments will be equipped with bulletin boards. The Company will forward to such stores duplicate copies of all notices or announcements that are to be posted on the bulletin boards so that one may be posted in Bakery Departments. In regard to Union notices of importance to such stores, the Union will supply and the Company forward duplicate copies to such stores so that one may be posted in the Bakery Departments.

23.03 In regard to rules and regulations that are posted on the bulletin boards and that could affect the wages or working conditions of employees covered by this Agreement, the Company agrees to forward copies of such rules and regulations to the Union prior to posting them on the bulletin boards.

24. TEMPORARY WORK

24.01 Employees shall perform any temporary work which the management may direct with the understanding that when an employee is assigned to a job with a lesser rate of pay he will be entitled to his regular rate of pay.

24.02 When an employee is assigned to a job in a higher classification for more than one (1) working day he will be entitled to the minimum rate of pay for that classification as will provide an increase of fifteen (\$15) dollars on his weekly rate of pay during the time he works at the job in the higher classification. However, in no case will the employee receive more than the top rate for the classification. In the application of the Article, only one (1) employee will receive this relief money for any week at a time.

25. EMPLOYEE CONDUCT

25.01 The Union will uphold reasonable rules and regulations of the Company in regard to punctual and steady attendance, proper and sufficient notification in case of absence, as well as businesslike conduct on Company premises.

25.02 A need exists for improved methods and production in the interests of the employees and the Company. The Union agrees to cooperate with the Company in the installation of any such methods, in suggesting improved methods, and in the education of its members for the necessity of such changes and improvements. The Company agrees that it will give the Union notice as far as possible in advance of any of the above mentioned changes. ✓
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25.03 It is the responsibility of each employee to notify the Company (Personnel Department) on forms supplied by the Company of any change in his home address and mailing address if different than his home address, telephone number, marital status, number of dependents or other vital statistics. Failure to keep the Company informed of the above matters will relieve the Company of any responsibility for failure to comply with any part of this Agreement where such information is necessary in order to comply. The Company agrees that one copy of the completed form will be forwarded to the Union.

25.04 No member of the bargaining unit will be required to take a stress test or a lie detector test except on a voluntary basis.

26. MANAGEMENT

26.01 The management of the business shall control the direction of the staff including the right to plan, direct and control the operations, hire, retire at normal retirement age, suspend or discharge for proper cause, relieve employees from duty because of lack of work or other legitimate reasons.

The right to study or introduce new or improved production methods or facilities, the right to establish and maintain reasonable rules and regulations covering the operation of the stores, a violation of which may result in disciplinary action up to and including dismissal, are vested in the Company, provided, however, that the above rights shall be exercised subject to the provisions of the

grievance procedure. of ~~this~~ Agreement. ~~This~~ right to grieve shall only apply, however, where the wages or working conditions of an employee are directly affected.

27. LABOUR-MANAGEMENT MEETING

6-1 27.01 Upon request, a joint labour-management meeting will be held for the purpose of discussing matters of concern to either party, at a mutually agreed upon time.

28. TRANSPORTATION/TRANSFERS

28.01 The Company agrees to take into consideration the place of residence of an employee when planning interstore transfers.

28.02 The Company agrees that, in the case of an interstore transfer made during an employee's regular daily shift, the employee so transferred will be given notice as soon as possible and shall be paid for his required travelling time from one store to the other, plus the cost of public transportation for such trip.

28.03 In the case of a temporary out of town transfer, the arrangements shall be agreed upon by the Store Manager and the employee prior to the transfer taking place. Such arrangements shall be confirmed in writing between the Store Manager and the employee. An employee will complete and submit an expense report for each week that he is entitled to reimbursement as set out herein. Where necessary, an employee may obtain a cash advance on his expenses from his home store.

If the arrangements made between the employee and his Manager require the employee to stay overnight in the town to which he is transferred, the Company will pay reasonable hotel or motel accommodations plus meals at the rate of fourteen (\$14.00) dollars per day. Mileage will be paid at the rate of thirty-five (.35¢) cents per mile for the additional mileage the employee is required to drive as a result of the transfer.

28.04 In the event that an employee is transferred during the week, he shall receive his full pay including any overtime or holiday pay at his new store on the regular pay day.

28.05 It is agreed that transfers of employees between **stores** is essential to the proper operation of the business and that the employees **will** co-operate with the Company in this matter. The Company agrees that if an employee **has** a **good** and sufficient reason for not accepting a transfer he will not **be** forced to accept the transfer and he **will** not be discriminated **against** with regard to future transfers.

An employee who **desires a transfer to** another store covered by this Collective Agreement **may write a letter** to the Manager, Industrial Relations setting out in full detail his reasons for wanting the transfer and the **store** or **area** to which he wishes to be **transferred**. In the normal course of operations, **the** Company will endeavour to accomodate such **requests**. At the request of the local business agent, the Company will meet with the **business** agent to review the outstanding requests for transfer.

28.07 When an employee is regularly scheduled to work his weekly schedule in two (2) or more stores, it is agreed that the employee, in the District Manager's territory within the municipality involved, with the least seniority, but who possesses the *necessary* ability and qualifications to perform the job, will be the one so scheduled, unless a senior person wishes the job. **This** clause does not apply to temporary transfers in emergency situations.

28.08 In the event that the spouse of a full-time employee with one (1) year's continuous service or more is transferred by his employer, or accepts employment with an employer in an area inside or outside the seniority **area** of this Agreement in which the employee is employed, and such employment by the spouse will reasonably require a relocation of **their** place of residence, such employee may make a request in writing giving full details to the Manager, Industrial Relations for a transfer to a **store** in the municipality in which his spouse **will** be employed. **Where** such requirements are met, the Company agrees to offer the employee the first full-time vacancy in such **area** for which the employee is able and qualified to **perform as** a "Clerk "A" or "Clerk "B". A transfer under this Article supersedes the rights of a part-time employee for full-time employment under Appendix C, Article 10.06. In order to qualify for such transfer, the employee must remain at his full-time position and **maintain** regular attendance.

28.09 Other than **set** out in Article 28 above, the transfer of employees shall be made **at** the discretion of the Company.

29. SAFETY

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29.01 The Company agrees to ~~continue~~ to maintain reasonable provisions for the safety of its employees in all its stores during the hours of employment and to provide an accident prevention programme with reference to accident hazards where the safety of an employee might be endangered. There shall be a ~~safety committee operating in all stores~~; the ~~store steward~~ shall be a member of this committee.

29.02 It is ~~the~~ responsibility of ~~the~~ employees to observe such safety provisions, to wear the proper safety equipment as provided by the Company, and to immediately advise the Store Manager of any unsafe working conditions.

29.03 Any outstanding matters relevant to safety conditions may be brought up and dealt with at the meeting between ~~the~~ Union and Management as outlined in Article 27.

30. INTERPRETATIONS

30.01 In this Agreement unless otherwise indicated by the content, the plural shall include ~~the~~ singular and the masculine the feminine and vice versa.

31. JURY DUTY OR SUBPOENAED CROWN WITNESS

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/ 31.01 When an employee with three (3) months' continuous full-time service is de d upon to serve on a jury or as a subpoenaed Crown Witness, the Company shall pay the difference between the fee received from the Crown and the employee's regular weekly wage rate, provided:

- (a) the employee furnishes proof of service by a statement of earnings supplied by the Court.
- (b) the employee provides the Company with at least forty-eight (48) hours' notice of when he is to report, or immediately on notification.
- (c) the employee returns to work if he is called and not kept. However, he shall not be required to report for work if less than

two (2) hours of **his** normal **shift remains** to be worked.

(d) such duty fall on a regularly scheduled work day the employee would have worked.

31.02 Employees required to appear in **court as** a witness in any **case** directly affecting the Company **will** be paid in the same manner **as set out** above.

31.03 When a night shift employee is required to serve on a jury, and provides management with notice **as set out** in Article 31.01 (b), he **will** be rescheduled to work a day shift for the duration of his jury duty. In such rescheduling, it is agreed that all other time **limits** in this Agreement regarding **scheduling are** waived.

31.04 An employee who is required to report for **jury** duty will not have his day off changed to coincide with the day he is to report for such jury duty.

32. PAY DAY

32.01 **Except** in **weeks** in which a statutory holiday is observed:

- (a) Regular day **shift** employees **will be** paid on Friday morning for work **performed** during the **previous** week.
- (b) Employees on a regular night **shift will** be paid **on** the completion of their shift on Friday morning for work performed during the previous week

In weeks in which a statutory holiday is observed, every **effort will** be made to maintain the above schedule.

33. EMPLOYEES PERSONAL EFFECTS

33.01 The Company agrees to provide a properly **secured area** in which employees may keep their **personal** effects while on duty.

34. CLOTHING

34.01 The Company agrees to provide **uniforms as** required by Company **Policy**.

34.02 The Company agrees to supply a white **uniform** consisting of **pants** and hat **as** required which **will** be laundered by the Company to Bakery Production employees.

35. PENSION PLAN

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35.01 As set out in the Letter of Understanding dated October 11th, 1990.

**FOR THE UNION
RETAIL, WHOLESALE AND DEPARTMENT
STORE UNION, LOCAL 414**

Dan Garvey
James Donnelly
Ab Player
J. Waters
P. Carmichael
M. Penfold

R. Bromley
F. Noble
Mary Zarzeczny
Brigitte Selkirk
T. Collins

**FOR THE UNION
RETAIL, WHOLESALE AND DEPARTMENT
STORE UNION, LOCALS 429, 545,
579, 582 and 915**

Robin W. McArthur
John Davis

Bill Palasz
Diane Ryan

**FOR THE COMPANY
NEW DOMINION STORES
A division of the Great Atlantic & Pacific
Company of Canada, Limited**

T.A. Zakrzewski

J.D. Slater

Dated Signed: February 15, 1991

APPENDIX "A"
HOURS OF WORK, OVERTIME, HOLIDAYS
ETC.
FOR ALL REGULAR FULL-TIME EMPLOYEES

1. WORK WEEK

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1.01 The normal workweek for all regular full-time store employees covered by this Agreement shall consist of thirty-seven (37) hours a week to be worked in two (2) days of eight (8) hours each and three (3) days of seven (7) hours each, Monday to Saturday.

1.02 All regular full-time employees covered by this Agreement will be scheduled for two (2) consecutive days off (a Saturday-Sunday or Sunday-Monday) once every three (3) weeks. Weeks in which statutory holidays are observed will not be counted in calculating this entitlement. Whenever possible, in the administration of this Article, the Store Manager will:

- (1) Rotate the schedule so that each employee will receive an equal number of Saturday-Sundays and Sunday-Mondays off during the year.
- (2) Once each year upon one (1) month's prior notice in writing, schedule an employee's Saturday-Sunday off to coincide with the commencement of one (1) of his weeks of vacation.

2. WORK SCHEDULE

2.01 The arrangement of the work schedule is to be directed by the Company in all instances either for the majority of the employees or individuals in accordance with the proper operation of the business.

Employees Other Than Bakery Production Employees Only

2.02 The regular work schedule for all regular full-time employees will be prepared in ink and will include the employee's name and initial. The schedule will be posted in each store at the time clock by 5:00 p.m. on Thursday of each week. If a revised schedule is not posted by 5:00 p.m. Thursday, the schedule for the previous week will apply.

After 5:00 p.m. Thursday, no changes in schedule for the following week **will** be made, except where **changes** are necessary due to accident, illness, promotion, demotion, fire, **flood**, or other similar **circumstances** beyond the control of the Company. **Where** such changes are necessary, the employee **will** be given notice as far in **advance** as possible. The Union Steward **will** receive a copy of this schedule. Schedules **will** not be continuously changed so as to harass the employee and shall **always** be **posted** at the time dock.

2.03 A new schedule **will** be posted seven (7) **days** before any **general** revision of employees' hours takes place.

2.04 Subject to Article 1.01 above, regular day shift employees **will** be scheduled to work four (4) **shifts** of up to eight (8) **hours** each between the hours of six (6) a.m. and six fifteen (615) p.m. when the store is open for business or six thirty (630) p.m. when the store closes at six (6) p.m. and one (1) shift of up to eight (8) hours between the hours of six (6) a.m. and one half (1/2) hour after store closing or, in the case of a twenty-four (24) hour store, to twelve (12) **midnight**. There shall be no split shifts. **All** regular eight (8) hour shifts shall be scheduled within **nine** (9) hours and all regular seven (7) hour shifts **will** be scheduled within eight (8) **hours**. **There** will be a minimum of ten (10) hours between the **end** of a scheduled shift and the commencement of the following scheduled shift.

To the extent that it is practical **and** possible, cashiers **will not** be assigned permanently to the express desk, but **will** be rotated on this **job** as the situation in the individual stores **will allow**.

2.05 Regular day **shift** employees **will** not be **scheduled** to work more than **one** (1) night **opening** per week except on a voluntary **task** on the part of the employee. **No** employee **will** be **coerced** to work such second night and the choice as to whether he decides to do so **will** be left entirely to the employee. Voluntary agreement as referred to above **will** not be withheld by employees to the extent of **preventing** the efficient operation of any store.

2.06 The night shift will be scheduled to work between 10:00 p.m. and 8:30 a.m. on consecutive nights. **No** employee will be scheduled or **required** to work alone in the **store** (this does not apply to Article 3.07 below). Night shift employees **will** be given a telephone number to call in the event that circumstances result in them being alone on a night shift. In such case **the** employee may be directed to

report for work as soon as possible to another store in the area, or to wait for the arrival of another employee to work with him. If it is not possible or practical to transfer him to another store and another employee cannot be provided to work on the shift with him, he will have the option of: (a) working alone on the shift (b) not working and being paid four (4) hours' pay at his regular hourly rate.

2.07 No employee will be scheduled on a night shift for more than four (4) weeks in any eight (8) week period except by mutual agreement. Where possible, on a six (9) night operation, night shift employees will be rotated each week from a Sunday through Friday shift, to a Monday through Saturday shift. The four (4) weeks described above shall be consecutive except by mutual agreement.

2.08 Employees may be scheduled to work a combination of day shift and night shift provided there is at least ten (10) hours between the end of a scheduled shift and the commencement of their next scheduled shift. Employees scheduled as per this subsection, be rotated as set out in Article 2.07 above where sufficient staff is available within the store. Employees will be changed from nights to days or from days to nights only once per week, except by mutual agreement.

2.09 If an employee reports for work on his regular shift and there is no work available, he shall be paid a minimum of seven (7) hours' pay at his regular rate. This clause shall not apply to the checking of heat and refrigeration on non-working days. When a store is closed due to a storm or a situation beyond the control of the Company and more than three (3) hours remain on an employee's or employees' scheduled hours, the Company and the Union will discuss and decide whether or not the employee(s) will be paid for the lost hours.

Bakery Production Employees Only

2.10 The regular work schedule for regular full time employees will be prepared in ink and will include the employee's last name and initial, and be posted at the time clock. The Union Steward will receive a copy of this schedule.

2.11 Regular shifts will be scheduled to commence as follows:

Day Shift — between 4:00 A.M. and 10:00 A.M.

Afternoon Shift — between 11:00 A.M. and 2:00 P.M.

Night Shift — between 10:00 P.M. and Midnight

The Bakery **Manager's** hours of work **will** not be subject to the times **set out** in this subsection but **will** be based upon the requirement of **the Bakery operation.**

No employee **will** be **scheduled** or required to work alone in **the** store (this does not apply to Article 3.07 below). Night shift employees will be **given a** telephone **number** to **call** in the event that circumstances **result** in them **being** alone on a night **shift.** In such case the employee may be directed to report for work **as soon as** possible to another store in **the area,** or to wait for the arrival of **another** employee to **work with him.** If it is not **possible** or **practical** to transfer **him** to another store and another employee **cannot** be provided to work on **the shift with him,** he **will** have the option **of:** (a) working alone on the **shift** (b) not working and being paid four (4) hours' pay **at** his regular hourly **rate.**

2.12 **Where** the work **schedules** of individuals **are** changed they **will** be **given** four (4) **days'** notice. However, the four (4) **days'** notice **will** not be **required** in the case of **sickness** or accidents, promotions or demotions, **and** changes in **schedules** due to fires, **floods,** and similar conditions **beyond** the control of the Company. **Conditions** beyond the control of the Company **will** include **a** breakdown of **equipment.** In cases where the four (4) **days'** notice **need** not be given, **notice** **will** be given **as far in** advance **as possible.** **Schedules** **will** not be continuously changed so **as to** harass the employee, and **will** **always** be **posted at** the time **clock**

2.13 Where a night shift employee request rotation to another shift, the Company agrees to **schedule** the rotation, provided the night **shift** employee is qualified to **perform** the duties **assigned** to day shift employees, and there are sufficient qualified day shift employees available in **the** department to be rotated to night **shift.**

3. OVERTIME

3.01 All hours worked in excess of the **regular** daily work schedule **will** be paid for **at** the **rate** of one and one-half (1 1/2) times the employee's regular hourly **rate.** **Overtime** **will** not be paid unless the time worked **exceeds** five (5) minutes. If the time worked **exceeds** five (5) **minutes,** then pay **will** be computed from the termination of the **regular** work **schedule.** For **exceptions** in this case, where overtime is worked while the **store** is open after 6:00 P.M., **see Article 4.04** below.

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3.02 All hours worked on days which are not on an employee's regular daily schedule and all hours worked on Sundays, shall be paid for at the rate of two (2) times the regular hourly rate, with a minimum of three (3) hours' work, or three (3) hours' pay for that day.

3.03 All hours worked on all holidays as listed in Article 8 below shall be paid for at the rate of two (2) times the regular hourly rate plus the holiday pay, with a minimum of three (3) hours' work or three (3) hours' pay for that day. The Clause shall not apply to the checking of heating and refrigeration on nonworking days. 37E-0

3.04 The Company reserves the right to schedule overtime but agrees that overtime work will be kept to a minimum. When overtime is necessary, the employees involved will be given at least two (2) hours' notice, except in the case of emergencies when notice will be given as far in advance as possible.

3.05 The Union agrees that the proper operation of the business will require overtime work periodically and that the employees will cooperatefully in the matter. In the case of emergency overtime work on short notice every effort will be made to work it out so as to cause as little inconvenience to individual employees as possible. Notwithstanding the Ontario Employment Standards Act of 1974 Section 20, subsection 3, the Union acting as the employee's agent agrees that the Company has the right to require employees to work one-half (1/2) hour past store closing.

3.06 No employee will take time off for overtime worked.

3.07 A member of the bargaining unit required to check stores for heating and refrigeration on a nonworking day shall receive fifteen (\$15.00) dollars for such check.

3.08 If an employee is called back to work after he has left the store following the completion of his regular daily shift, he shall be paid a minimum of four (4) hours' pay at his regular rate, or the appropriate premium rate for the number of hours worked, whichever is greater. 480-1

4. EVENING OPENING BONUS FOR EMPLOYEES OTHER THAN BAKERY PRODUCTION EMPLOYEES ONLY

Regular day shift employees scheduled as per Article 2.04 and 2.05 above who work after **six fifteen (6:15) P.M.** on an evening that the store is open for business shall receive a bonus as outlined below.

4.01 Such employee scheduled to work **one (1) evening**, or his first evening, Monday through Friday as part of his regular work week shall receive a bonus of **\$2.00** if he is scheduled to work until **8:00 p.m.**; **\$2.25** if he is scheduled until **8:30 P.M.**; and **\$2.50** if he is scheduled to work after **8:30 p.m.**

4.02 Such employee scheduled to voluntarily work Saturday evening or more than one evening per week as part of his regular work week shall receive a bonus for Saturday evening or any **second and succeeding** evenings worked at **the rate of \$1.00 per hour with a minimum bonus of \$3.00 for all hours worked between 6:00 P.M. and store closing or 10:00 P.M. whichever is the earlier.**

Notwithstanding the above, in stores open for business on Saturday after **6:00 p.m.**, the Meat Department staff may be scheduled to work until **8:00 p.m.** as part of their regular workweek. In such case, no employee will be so scheduled more than one (1) Saturday night in **three (3)**, all employees in the department will be scheduled for such shift on an equal basis, and such night will be considered the one (1) late shift for that week. Employees so scheduled will receive the bonus set out in Article 4.01 above, but will not receive the bonus set out in Article 4.02

4.03 Such employee scheduled to voluntarily work more than one (1) evening per week, and such hours worked after **6:00 P.M. being over and above his regular work week** shall receive a bonus for such **second and succeeding** evenings worked at the rate of **\$1.00 per hour with a minimum of \$3.00 for all hours worked between 6:00 P.M. and store closing or 10:00 P.M. whichever is the earlier, in addition to his overtime rate of time and one-half (1 1/2).**

4.04 Such employee required to work occasional or emergency overtime following the completion of his regular shift, shall receive overtime pay at the rate of time and one-half (1 1/2). However, if

the overtime work extends beyond 7:00 P.M. he shall receive a bonus at the rate of \$1.00 per hour with a minimum of \$3.00 computed from 6:00 P.M., for all hours worked between 6:00 P.M. and store closing or 10:00 P.M., whichever is the earlier.

5. SHIFT PREMIUMS EMPLOYEES OTHER THAN BAKERY PRODUCTION EMPLOYEES ONLY

43,44-100850

5.01 Regular full-time employees scheduled as per Article 2.06 above will be paid a shift premium of eighty (.80¢) cents per hour for all hours worked on such shift, including overtime hours.

5.02 An employee who has custody of the store keys and is in charge of the store during hours that the store is closed for business will be paid a premium of sixty-five (.65¢) cents per hour for all hours actually worked when the store is closed for business and he is charged with the responsibility of the store and the custody of the keys.

5.03 A Clerk "A" or a Clerk "B" who is in charge of the store and has custody of the store keys during hours the store is open for business will be paid a premium of sixty-five (.65¢) cents per hour for all hours worked while such conditions exist.

Bakery Production Employees Only

5.04 Regular full-time employees scheduled to work the afternoon shift as set out in Article 2.11 above will be paid a shift premium of fifty (.50¢) cents per hour for all hours worked on such shift, including overtime hours.

5.05 Regular full-time employees scheduled to work the night shift as set out in Article 2.11 above will be paid a shift premium of eighty (.80¢) cents per hour for all hours worked on such shift, including overtime hours.

A regular full-time employee scheduled to commence a day shift between 4:00 a.m. and 6:00 a.m. as set out in Article 2.11 above will be paid the night shift premium of eighty (.80¢) cents per hour for all hours worked between 4:00 a.m. and 6:00 a.m.

5.06 An employee in the **Bakery Department**, who is required to have the custody of the store keys and is in charge of the bakery while the store is closed for business, will be paid as outlined in Article 5.02 above. However, if the bakery staff is permitted to enter through the same door as other night shift employees, and the bakery staff do not have custody of the store keys, no premium will be paid to any bakery employees.

6. REST PERIODS

6.01 There shall be a rest period permitting an employee to be absent from his post of duty for fifteen (15) minutes during the first half of his daily work schedule and for fifteen (15) minutes during the second half of his daily work schedule. Rest periods will be given as near as possible to the midway point in each half shift and under no circumstances will they be combined with meal periods.

6.02 If an employee is required to work twelve (12) or more consecutive hours (except for two (2) meal periods) in any one day he shall be entitled to a further fifteen (15) minute rest period during the last four (4) hours worked, to be taken as close as possible to the tenth hour.

7. MEAL PERIODS

7.01 The lunch and supper periods shall not be more than one (1) hour each and shall be scheduled for each store individually.

7.02 By mutual agreement, between a Store Manager and an employee, an employee may be scheduled for one-half (1/2) hour lunch or supper period. Employees scheduled to work the night shift will be scheduled for one-half (1/2) hour meal period.

7.03 Unless it is mutually agreed to the contrary between employees and the Store Manager, regular day shift employees will not be scheduled for lunch before 11:00 A.M. or dinner before 4:30 P.M. As far as practical employees will be scheduled for lunch and inner periods in the same order as they are scheduled for the commencement of their shift.

7.04 Bakery Production Employees shall have a half (1/2) hour lunch period to be arranged as near as possible to the middle of the employees shift.

8. HOLIDAYS

53-100

8.01 There shall be nine (9) paid holidays each contract year during the term of ~~this Agreement~~. These holidays are as follows:

New Year's Day
Good Friday
Victoria Day
Canada Day
Civic Holiday

Labour Day
Thanksgiving Day
Christmas Day
~~Boxing Day~~ 9

The parties to this Agreement may by mutual agreement in writing, substitute another working day for any of the above ~~listed~~ holidays on an individual store basis and in such case, the substituted day shall be deemed to be the holiday.

8.02 An employee who has completed three (3) ^{7/1} 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 December 15th of the 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. An employee hired between September 16th and September 30th, shall, provided he otherwise qualified, be entitled to take the personal holiday earned during the first three (3) months of employment at a time mutually agreed upon between January 1st and February 15th of the following year.

8.03 In addition to the holidays listed in the Agreement, if ¹ Remembrance Day and/or another holiday is proclaimed as an official full or part day holiday and is generally observed by the retail trade in the area as a holiday in the closing of their stores, the Company agrees that employees will suffer no loss in pay.

8.04 An employee will not be paid for the above holidays unless he works his scheduled full working day before and his scheduled full working day after the holiday unless the absence on the day before or the day after but not both is due to provable illness.

8.05 In weeks in which a holiday as listed in Article 8.01 or 8.02 above is observed, the workweek will be reduced to twenty-nine (29) hours (1 day of 8 hours and 3 days of 7 hours each). In weeks in which two (2) holidays as listed in Section 8.01 above are observed,

the workweek will be reduced to twenty-one (21) hours (3 days of 7 hours each).

9. TIMECARDS

9.01 Timecards must be punched to show:

- the time the employee commences work
- the time in and out for rest periods
- The time in and out for lunch or supper periods
- the time the employee finishes work

9.02 Each employee is required to punch his timecard as indicated above and is personally responsible for the accuracy of the entries on his timecard. Errors in punching must be corrected and initialled by the Store Manager or his appointee as soon as they are discovered. It is a serious offence, subject to disciplinary action up to and including the dismissal of an employee, to:

- (a) punch another employee's timecard
- (b) fail to punch his own timecard as required.

APPENDIX B
1. WAGE SCHEDULES
1.01 RATES OF PAY

	<i>Effective October 11, 1990</i>		<i>Effective January 1, 1991</i>		<i>Effective June 30, 1991</i>	
	<i>Weekly</i>	<i>Hourly</i>	<i>Weekly</i>	<i>Hourly</i>	<i>Weekly</i>	<i>Hourly</i>
Clerk A						
Start	281.28	7.60			290.53	7.85
3 Months	307.28	8.30			319.30	8.63
6 Months	333.81	9.02			348.61	9.42
9 Months	360.40	9.74			377.97	10.22
12 Months	387.41	10.47			407.76	11.02
15 Months	414.43	11.20			437.55	11.83
18 Months	442.42	11.96			468.32	12.66
21 Month	470.42	12.71			499.09	13.49
24 Months	498.36	13.47			529.81	14.32
27 Months	527.31	14.25			561.52	15.18
30 Months	555.64	15.02	582.23	15.74	619.23	16.74
Pre 9.17.78	562.41	15.20	589.71	15.94	626.71	16.94
Clerk B						
Start	287.13	7.76			296.38	8.01
3 Months	315.24	8.52			327.26	8.84
6 Month	343.81	9.29			358.61	9.69
9 Months	372.48	10.07			390.05	10.54
12 Months	402.55	10.88			422.90	11.43
15 Months	432.62	11.69			455.74	12.32
18 Months	462.69	12.51			488.59	13.21
21 Months	492.77	13.32			521.44	14.09

	<i>Effective October 11, 1990</i>		<i>Effective January 1, 1991</i>		<i>Effective June 30, 1991</i>	
<i>Clerk B</i>	<i>Weekly</i>	<i>Hourly</i>	<i>Weekly</i>	<i>Hourly</i>	<i>Weekly</i>	<i>Hourly</i>
24 Months	522.79	14.13			554.24	14.98
27 Months	552.64	14.94			586.86	15.86
30 Months	582.23	15.74			619.23	16.74
pre 9.17.78	589.71	15.94			626.71	16.94

Store Porters (Stores over \$167,020 only)

Start	287.13	7.76			296.38	8.01
3 Months	329.44	8.90			345.63	9.34
6 Months	372.22	10.06			395.34	10.68
9 Months	415.08	11.22			445.15	12.03
12 Months	459.33	12.41			496.33	13.41
Pre 9.17.78	564.51	15.26			601.51	16.26

⁵ Grocery or Produce Chief Clerks (Stores over \$167,020 only)

Start	474.90	12.84			484.15	13.09
3 Months	504.21	13.63			520.40	14.06
6 Months	534.52	14.45			557.64	15.07
9 Months	564.82	15.27			594.89	16.08
12 Months	598.11	16.17			635.11	17.17

Meat Cutters

Start	289.25	7.82			298.50	8.07
6 Months	354.06	9.57			368.86	9.97
12 Months	418.87	11.32			439.22	11.87
18 Months	523.33	14.14			549.23	14.84
21 Months	540.66	14.61			569.33	15.39

	<i>Effective</i> <i>October 11, 1990</i>		<i>Effective</i> <i>January 1, 1991</i>		<i>Effective</i> <i>June 30, 1991</i>	
	<i>Weekly</i>	<i>Hourly</i>	<i>Weekly</i>	<i>Hourly</i>	<i>Weekly</i>	<i>Hourly</i>
<i>Meat Cutters</i>						
24 Months	558.98	15.11			590.43	15.96
27 Months	578.31	15.63			612.53	16.55
30 Months	607.56	16.42			644.56	17.42
<i>Meat Chief Clerks (Stores over \$167,020 only)</i>						
Start	496.90	13.43			506.15	13.68
3 Months	528.54	14.28			544.73	14.72
6 Months	561.18	15.17			584.30	15.79
9 Months	593.81	16.05			623.88	16.86
12 Months	625.41	16.90			662.41	17.90
<i>Journeyman Bakers</i>						
Start	289.25	7.82			289.50	8.07
6 Months	354.06	9.57			368.86	9.97
12 Months	418.87	11.32			439.22	11.87
18 Months	532.33	14.39			558.23	15.09
24 Months	566.84	15.32			598.29	16.17
30 Months	602.31	16.28			639.31	17.28
<i>Bakery Chief Clerks (in Dept. over \$10,119 only)</i>						
Start	494.90	13.38			504.15	13.63
6 Months	558.07	15.08			581.19	15.71
12 Months	621.21	16.79			658.21	17.79
<i>Decorators</i>						
Start	456.90	12.35			466.15	12.60
3 Months	485.89	13.13			502.08	13.57
6 Months	514.88	13.92			538.00	14.54
9 Months	542.86	14.67			572.93	15.48
12 Months	570.81	15.43	598.11	16.17	635.11	17.17

	<i>Effective October 11, 1990</i>		<i>Effective January 1, 1991</i>		<i>Effective June 30, 1991</i>	
Grocery Manager \$42,816 - \$64,135	<i>Weekly</i>	<i>Hourly</i>	<i>Weekly</i>	<i>Hourly</i>	<i>Weekly</i>	<i>Hourly</i>
Start	491.90	13.29			501.15	13.54
3 Months	522.45	14.12			538.46	14.56
6 Months	554.00	14.97			577.12	15.60
9 Months	585.54	15.83			615.61	16.64
12 Months	618.06	16.70			655.06	17.70

Grocery Manager \$64,136 - \$96,206

Start	495.90	13.40			505.15	13.65
3 Months	527.54	14.26			543.73	14.70
6 Months	559.18	15.11			582.30	15.74
9 Months	591.81	15.99			621.88	16.81
12 Months	624.36	16.87			661.36	17.87

Grocery Manager \$96,207 - \$144,307

Start	500.90	13.54			510.15	13.79
3 Months	532.61	14.39			548.80	14.83
6 Months	565.32	15.28			588.44	15.90
9 Months	598.02	16.16			628.09	16.98
12 Months	631.71	17.07			668.71	18.07

Grocery Manager \$144,308 - \$216,796

Start	505.90	13.67			515.15	13.92
3 Months	538.70	14.56			554.89	15.00
6 Months	571.50	15.45			594.62	16.07
9 Months	605.29	16.36			635.36	17.17
12 Months	639.06	17.27			676.06	18.27

	<i>Effective October 11, 1990</i>		<i>Effective January 1, 1991</i>		<i>Effective June 30, 1991</i>	
<i>Grocery Manager</i>						
\$216,797 - \$325,191	<i>Weekly</i>	<i>Hourly</i>	<i>Weekly</i>	<i>Hourly</i>	<i>Weekly</i>	<i>Hourly</i>
Stat	511.90	13.84			521.15	14.09
3 Months	544.79	14.72			560.98	15.16
6 Months	578.68	15.64			601.80	16.26
9 Months	612.56	16.56			642.63	17.37
12 Months	646.41	17.47			683.41	18.47
 <i>Grocery Manager \$325,192 - \$487-665</i>						
Stat	517.90	14.00			527.15	14.25
3 Months	551.88	14.92			568.07	15.35
6 Months	585.86	15.83			608.98	16.46
9 Months	619.83	16.75			649.90	17.56
12 Months	653.76	17.67			690.76	18.67
 <i>Grocery Manager Over \$487,665</i>						
Stat	524.90	14.19			534.15	14.44
3 Months	558.96	15.11			575.15	15.54
6 Months	593.02	16.03			616.14	16.65
9 Months	627.07	16.95			657.14	17.76
12 Months	661.11	17.87			698.11	18.87
 <i>Produce Manager \$3,812 - \$5,678</i>						
Stat	482.90	13.05			492.15	13.30
3 Months	513.31	13.87			529.50	14.31
6 Months	544.72	14.72			567.84	15.35
9 Months	575.12	15.54			605.19	16.36
12 Months	606.51	16.39			643.51	17.39

Effective *Effective* *Effective*
October 11, 1990 *January 1, 1991* *June 30, 1991*

Produce Manager
\$5,679 - \$8,599

	<i>Weekly</i>	<i>Hourly</i>	<i>Weekly</i>	<i>Hourly</i>	<i>Weekly</i>	<i>Hourly</i>
Start	486.90	13.16			496.15	13.41
3 Months	518.38	14.01			534.57	14.45
6 Months	548.86	14.83			571.98	15.46
9 Months	580.33	15.68			610.40	16.50
12 Months	611.76	16.53			648.76	17.53

Produce Manager **\$8,600 - \$12,861**

Start	491.90	13.29			501.15	13.54
3 Months	522.45	14.12			538.46	14.56
6 Months	554.00	14.97			577.12	15.60
9 Months	585.54	15.83			615.61	16.64
12 Months	618.06	16.70			655.06	17.70

Produce Manager **\$12,862 - \$19,291**

Start	495.90	13.40			505.15	13.65
3 Months	527.54	14.26			543.73	14.70
6 Months	559.18	15.11			582.30	15.74
9 Months	591.81	15.99			621.88	16.81
12 Months	624.36	16.87			661.36	17.87

Produce Manager **\$19,292 - \$28,894**

Start	500.90	13.54			510.15	13.79
3 Months	532.61	14.39			548.80	14.83
6 Months	565.32	15.28			588.44	15.90
9 Months	598.02	16.16			628.09	16.98
12 Months	631.71	17.07			668.71	18.07

	<i>Effective October 11, 1990</i>		<i>Effective January 1, 1991</i>		<i>Effective June 30, 1991</i>	
<i>Produce Manager</i>						
\$28,895 - \$43,425	<i>Weekly</i>	<i>Hourly</i>	<i>Weekly</i>	<i>Hourly</i>	<i>Weekly</i>	<i>Hourly</i>
Start	505.90	13.67			515.15	13.92
3 Months	538.70	14.56			554.89	15.00
6 Months	571.50	15.45			594.62	16.07
9 Months	605.29	16.36			635.36	17.17
12 Months	639.06	17.27			676.06	18.27
 <i>Produce Manager \$43,426 - \$65,138</i>						
Start	511.90	13.84			521.15	14.09
3 Months	544.79	14.72			560.98	15.16
6 Months	578.68	15.64			601.80	16.26
9 Months	612.56	16.56			642.63	17.37
12 Months	646.41	17.47			683.41	18.47
 <i>Produce Manager \$65,139 - \$97,704</i>						
Start	517.90	14.00			527.15	14.25
3 Months	551.88	14.92			568.07	15.35
6 Months	585.86	15.83			608.98	16.46
9 Months	619.83	16.75			649.90	17.56
12 Months	653.76	17.67			690.76	18.67
 <i>Produce Manager Over \$97,704</i>						
Start	524.90	14.19			534.15	14.44
3 Months	558.96	15.11			575.15	15.54
6 Months	593.02	16.03			616.14	16.65
9 Months	627.07	16.95			657.14	17.76
12 Months	661.11	17.87			698.11	18.87

	<i>Effective October 11, 1990</i>		<i>Effective January 1, 1991</i>		<i>Effective June 30, 1991</i>	
<i>Meat Manager \$4,232 - \$6,347</i>	<i>Weekly</i>	<i>Hourly</i>	<i>Weekly</i>	<i>Hourly</i>	<i>Weekly</i>	<i>Hourly</i>
Start	502.81	13.59			512.06	13.84
3 Months	534.60	14.45			550.79	14.89
6 Months	566.30	15.31			589.42	15.93
9 Months	597.99	16.16			628.06	16.97
12 Months	630.66	17.04			667.66	18.04
 <i>Meat Manager \$6,348 - \$9,516</i>						
Start	507.90	13.73			517.15	13.98
3 Months	539.68	14.59			555.87	15.02
6 Months	571.46	15.44			594.58	16.07
9 Months	604.23	16.33			634.30	17.14
12 Month	636.96	17.22			673.96	18.22
 <i>Meat Manager \$9,517 - \$14,280</i>						
Start	512.90	13.86			522.15	14.11
3 Months	544.75	14.72			560.94	15.16
6 Months	577.60	15.61			600.72	16.24
9 Months	611.45	16.53			641.52	17.34
12 Months	643.26	17.39			680.26	18.39
 <i>Meat Manager \$14,281 - \$21,378</i>						
Start	517.90	14.00			527.15	14.25
3 Months	550.83	14.89			567.02	15.32
6 Months	583.76	15.78			606.88	16.40
9 Months	616.68	16.67			646.75	17.48
12 Months	649.56	17.56			686.56	18.56

Effective *Effective* *Effective*
October 11, 1990 *January 1, 1991* *June 30, 1991*

Meal Manager
\$21,379 - \$32,069

	Weekly Hourly	Weekly Hourly	Weekly Hourly
Start	523.90	14.16	535.15 14.41
3 Months	556.91	15.05	573.10 15.49
6 Months	589.92	15.94	613.04 16.57
9 Months	622.92	16.84	652.99 17.65
12 Months	656.91	17.75	693.91 18.75

~~*Meal Manager*~~ **\$32,070 - \$48,097**

Start	529.90	14.32	539.15	14.57
3 Months	563.00	15.22	579.19	15.65
6 Months	596.10	16.11	619.22	16.74
9 Months	630.19	17.03	660.26	17.84
12 Months	664.26	17.95	701.26	18.95

Meal Manager **\$48,098 - \$72,150**

Start	535.90	14.48	545.15	14.73
3 Months	569.09	15.38	585.28	15.82
6 Months	603.28	16.30	626.40	16.93
9 Months	637.46	17.23	667.53	18.04
12 Months	671.61	18.15	708.61	19.15

~~*Meal Manager*~~ **\$72,151 - \$108,231**

Start	541.90	14.65	551.15	14.90
3 Months	576.18	15.57	592.37	16.01
6 Months	610.46	16.50	633.58	17.12
9 Months	644.73	17.43	674.80	18.24
12 Months	678.96	18.35	715.96	19.35

	<i>Effective October 11, 1990</i>		<i>Effective January 1, 1991</i>		<i>Effective June 30, 1991</i>	
<i>Meat Manager</i>						
\$108,232 - \$162,346	<i>Weekly</i>	<i>Hourly</i>	<i>Weekly</i>	<i>Hourly</i>	<i>Weekly</i>	<i>Hourly</i>
Start	549.00	14.84			558.25	15.09
3 Months	583.26	15.76			599.45	16.20
6 Months	617.26	16.69			640.74	17.32
9 Months	651.97	17.62			682.04	18.43
12 Months	686.31	18.55			723.31	19.55
<i>Meat Manager Over \$162,346</i>						
Start	555.90	15.02			565.15	15.27
3 Months	590.35	15.96			606.54	16.39
6 Months	624.80	16.89			647.92	17.51
9 Months	659.24	17.82			689.31	18.63
12 Months	693.66	18.75			730.66	19.75
<i>Deli Operator (Dept. over \$6,365 only)</i>						
Start	474.90	12.84			484.15	13.09
3 Months	504.21	13.63			520.40	14.06
6 Months	534.52	14.45			557.64	15.07
9 Months	564.82	15.27			594.89	16.08
12 Months	598.11	16.17	621.21	16.79	658.21	17.79
<i>Deli Operator (Dept. over \$13,538 only)</i>						
Start	501.90	13.56			511.15	13.81
3 Months	533.58	14.42			549.77	14.86
6 Months	566.26	15.30			589.38	15.93
9 Months	598.93	16.19			629.00	17.00
12 Months	628.56	16.99			665.56	17.99

	<i>Effective October 11, 1990</i>		<i>Effective January 1, 1991</i>		<i>Effective June 30, 1991</i>	
<i>Bakery Manager Under \$10,119</i>	<i>Weekly</i>	<i>Hourly</i>	<i>Weekly</i>	<i>Hourly</i>	<i>Weekly</i>	<i>Hourly</i>
Start	529.90	14.32			539.15	14.57
3 Months	563.04	15.22			579.23	15.65
6 Months	596.18	16.11			619.30	16.74
9 Months	630.31	17.04			660.38	17.85
12 Months	667.41	18.04			704.41	19.04
 <i>Bakery Manager \$10,120 - \$13,621</i>						
Start	535.90	14.48			545.15	14.73
3 Months	569.09	15.38			585.28	15.82
6 Months	603.28	16.30			626.40	16.93
9 Months	640.46	17.31			670.53	18.12
12 Months	671.61	18.15			708.61	19.15
 <i>Bakery Manager \$13,622 - \$22,774</i>						
Start	541.90	14.65			551.15	14.90
3 Months	576.18	15.57			592.37	16.01
6 Months	613.46	16.58			636.58	17.20
9 Months	644.73	17.43			674.80	18.24
12 Months	678.96	18.35			715.96	19.35
 <i>Bakery Manager \$22,775 - \$34,162</i>						
Start	548.90	14.84			558.15	15.09
3 Months	586.26	15.84			602.45	16.28
6 Months	617.62	16.69			640.74	17.32
9 Months	651.97	17.62			682.04	18.43
12 Months	686.31	18.55			723.31	19.55

	<i>Effective October 11, 1990</i>		<i>Effective January 1, 1991</i>		<i>Effective June 30, 1991</i>	
<i>Bakery Manager</i>						
Over \$34,162	<i>Weekly</i>	<i>Hourly</i>	<i>Weekly</i>	<i>Hourly</i>	<i>Weekly</i>	<i>Hourly</i>
Start	558.90	15.11			568.15	15.36
3 Months	590.35	15.96			606.54	16.39
6 Months	624.80	16.89			647.92	17.51
9 Months	659.24	17.82			689.31	18.63
12 Months	693.66	18.75			730.66	19.75
<i>Head Cashier \$31,030 - \$77,585</i>						
Start	457.90	12.38			467.15	12.63
3 Months	487.19	13.17			503.38	13.60
6 Months	518.48	14.01			541.60	14.64
9 Months	548.76	14.83			578.83	15.64
12 Months	580.01	15.68	607.56	16.42	644.56	17.42
<i>Head Cashier \$77,586 - \$155,167</i>						
Start	459.90	12.43			469.15	12.68
3 Months	491.28	13.28			507.47	13.72
6 Months	521.66	14.10			544.78	14.72
9 Months	553.03	14.95			583.10	15.76
12 Months	587.36	15.87	607.56	16.42	644.56	17.42
<i>Head Cashier \$155,168 - \$263,788</i>						
Start	463.90	12.54			473.15	12.79
3 Months	494.38	13.36			510.57	13.80
6 Months	525.86	14.21			548.98	14.84
9 Months	560.33	15.14			590.40	15.96
12 Months	595.76	16.10	607.56	16.42	644.56	17.42

	<i>Effective October 11, 1990</i>		<i>Effective January 1, 1991</i>		<i>Effective June 30, 1991</i>	
<i>Head Cashier</i>						
\$263,789 - \$348,369	<i>Weekly</i>	<i>Hourly</i>	<i>Weekly</i>	<i>Hourly</i>	<i>Weekly</i>	<i>Hourly</i>
Start	466.90	12.62			476.15	12.87
3 Months	498.44	13.47			514.63	13.91
6 Months	532.98	14.40			556.10	15.03
9 Months	568.51	15.37			598.58	16.18
12 Months	601.01	16.24	607.56	16.42	644.56	17.42
<i>Head Cashier Over \$348,369</i>						
start	470.90	12.73			480.15	12.98
3 Months	505.53	13.66			521.72	14.10
6 Months	541.16	14.63			564.28	15.25
9 Months	573.78	15.51			603.85	16.32
12 Months	608.36	16.44			645.36	17.44
<i>Bookkeeper \$77,586 - \$155,167</i>						
start	459.90	12.43			469.15	12.68
3 Months	491.28	13.28			507.47	13.72
6 Months	521.66	14.10			544.78	14.72
9 Months	553.03	14.95			583.10	15.76
12 Months	587.36	15.87	625.41	16.90	662.41	17.90
<i>Bookkeeper \$155,168 - \$263,788</i>						
Start	463.90	12.54			473.15	12.79
3 Months	494.38	13.36			510.57	13.80
6 Months	525.86	14.21			548.98	14.84
9 Months	560.33	15.14			590.40	15.96
12 Months	595.76	16.10	625.41	16.90	662.41	17.90

	<i>Effective October 11, 1990</i>		<i>Effective January 1, 1991</i>		<i>Effective June 30, 1991</i>	
<i>Bookkeeper</i>						
<i>\$263,789 - \$348,369</i>	<i>Weekly</i>	<i>Hourly</i>	<i>Weekly</i>	<i>Hourly</i>	<i>Weekly</i>	<i>Hourly</i>
<i>Start</i>	466.90	12.62			476.15	12.87
<i>3 Months</i>	498.44	13.47			514.63	13.91
<i>6 Months</i>	532.98	14.40			556.10	15.03
<i>9 Months</i>	568.51	15.37			598.58	16.18
<i>12 Months</i>	601.01	16.24	625.41	16.90	662.41	17.90
<i>Bookkeeper Over \$348,369</i>						
<i>Start</i>	470.90	12.73			480.15	12.98
<i>3 Months</i>	505.53	13.66			521.72	14.10
<i>6 Months</i>	541.16	14.63			564.28	15.25
<i>9 Months</i>	573.78	15.51			603.85	16.32
<i>12 Months</i>	608.36	16.44	625.41	16.90	662.41	17.90

2. GENERAL

2.01 Increases in pay Within **classifications** for employees who have qualified **will** be effective on the first Monday following the anniversary date of their employment or promotion **as the case may be**.

2.02 Any employee may request an increase or an explanation **as to why he has not received an increase at any time**.

2.03 The Union committee **shall** have the right to take up specific wage rates for any individual employee at any time during the life of this Agreement.

2.04 Nothing in this Agreement **shall** prevent the hiring of any employee **at any rate of pay above the minimum rate**.

2.05 **All** sales volumes contained in this Agreement **are** fifty-two (52) week averages calculated at the **end** of each of the Company's four (4) fiscal **quarters**. Each June, the sales volumes in this Agreement **will** be increased by the **percentage increase** in the **Food** Section of the C.P.I. during the preceding year (May to May). Employees **classified** and paid **on** volume at the time of adjustments will not have their salaries decreased due to the volume adjustments; however, in order to qualify for an increase due to volume they **would** be governed by the **revised** volumes.

2.06 In regard to the opening of a new **store**, the Company will estimate the average **sales** volume for the first **six (9)** months of operation and employees **will** be **classified** and paid according to **these** estimated **sales** volumes. At the **end** of the **six (9)** month **period**, the **actual** sales volumes **will** be calculated and the rates of those employees classified and paid according to volume **will** be adjusted **as follows**:

- (a) if the **actual sales** volumes place the **store** or department into a classification **higher** than the one resulting from the estimated **sales** volume, then **the** employee **affected** will be paid according to the **higher** classification retroactive to **the date** of their appointment to the **classified** position in the new store.
- (b) if the **actual sales** volumes place **the** store or department **into** a classification **lower** than the **one** resulting from the **estimated**

sales volume, then the employees affected **will be** paid according to the lower classification effective the first week following the six (6) month anniversary of the store opening. Such downward adjustment, made solely because of sales volume, **will not** result in an employee receiving a lower rate of pay than he would receive if he had **not** been transferred to the **new** store.

2.07 Effective October 11, 1990, all regular full-time employees actively employed and covered by this Appendix as of October 11, 1990 shall receive a general increase of one (\$1.00) dollar per hour retroactive to July 1, 1990 for all hours worked, including vacation and specified holidays.

Effective June. 30, 1991, all regular full-time employees actively employed and covered by this Appendix shall receive a general increase of one (\$1.00) dollar per hour.

2.08 In the event that any of the above increases result in an employee going on an "off rate" within his classification, then on the date of his next scheduled increase, as set out in Article 2.01 above, he will advance to next higher rate within his classification.

2.09 The Company agrees that the classifications of Department Manager, Head Cashier, Bookkeeper, Chief Clerk and Store Porter will be filled in each store or department in a store based upon the volumes contained in this Agreement.

2.10 Store Porters hired on or after September 17th, 1978, are to be employed on janitorial duties only; should they perform other work they will be paid the "B" clerk rate.

2.11 A Deli Manager will be appointed where the store has a Snack Bar which is physically combined with the Deli Counter, the Cheese Hut, and/or the Cheese Counter, and where such combination produces a minimum of \$13,538 a week in sales.

2.12 Ad Deli Operator will be appointed where the store has a Snack Bar which is physically combined with the Deli Counter, the Cheese Hut, and/or the Cheese Counter, and where such combination produces a minimum of \$6,365 a week in sales.

2.13 Effective September 22, 1986, the position of "General Merchandise Manager" is deleted from the Agreement. Employees

classified in this position as of September 22, 1986 will maintain their rate and, for the purposes of bumping in the event of layoff, their position.

2.14 Employees classified as Bakery Managers prior to October 4th, 1976, whose rates of pay, based upon their tenure as a Department Manager and the sales volume of their current department as of October 2, 1976 is in excess of the schedule set out in Article 1 above, will not have their rates of pay decreased due solely to Articles 1 and 2.05 but will be considered to be on "off rates-".

2.15 Employees classified as Bakery Shift Lead Hand prior to October 4th, 1976 will be reclassified and paid as Chief Clerk as per the schedules in Article 1 above. While it is understood and agreed that only one (1) Chief Clerk will be required in a bakery of over \$10,119 per week average sales, no employee classified as Shift Lead Hand as of October 2nd, 1976 will have his rate of pay reduced solely for this reason. Any "overstaff" of Chief Clerks that results from this Agreement will reduce over a period of time through normal attrition

2.16 The Parties hereto agree the rates of pay, as outlined in Articles 1.01, 1.02, and 1.03 above, are the correct rates of pay and properly reflect the Parties' previous agreement to reduce all rates of pay by the equivalent of five (.05¢) cents per hour.

As a direct result of this reduction in rates of pay, the Company agrees to contribute, in addition to the cents-per-hour amounts outlined in Article 18.08 of the body of this Agreement, five (.05¢) cents per regular hour worked, not including overtime, to the "Ontario Retail Employees Dental Benefit Trust Fund" in accordance with the terms of Article 18.08, on behalf of employees who are members of Local 414.

3. CHRISTMAS BONUS

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

3.01 Employees with three (3) month's 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.

3.02 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.**

3.03 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.**

3.04 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.**

3.05 **Christmas Bonus will be paid on or before December 15th each year.**

3.06 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.**

3.07 Christmas Bonus will be prorated for any **employee on layoff who has been on layoff 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. MEAT CUTTERS

4.01 A meat *cutter* is an employee who **can break down carcasses and process them into retail cuts to the Company's standards, and who spends over 50% of his time cutting meat.**

4.02 The following Meat Cutters **will be appointed:**

- (a) **One (1) meat cutter in stores over \$83,429**
- (b) **Two (2) meat cutters in stores over \$134,723. When the store volume requires a Meat Chief Clerk to be appointed, he will be considered one (1) of the two (2) cutters required by this subsection.**
- (c) **Three (3) meat cutters in stores over \$233,621, one of which will be the Meat Chief Clerk.**
- (d) **Four (4) meat cutters in meat departments with a weekly volume in excess of \$108,186, one of which will be the Meat Chief Clerk.**

5. A AND B CLERKS

5.01 Normally a Clerk A will perform the following functions:

- cashier
- price changing
- snack bar attendant
- bakery counter attendant
- wrappers and packers in any department
- finishers in the bakery department
- stocking shelves (light merchandise)
- light cleaning
- other similar duties as assigned.

5.02 Normally a Clerk B will perform the following functions:

- receiving
- truck unloading
- shelf stocking (heavy merchandise)
- heavy cleaning
- carryouts
- clerk in charge of hot food deli counter
- clerk in charge of ordering product for a 'Bake-Off' operation
- other similar duties as assigned.

5.03 At times a Clerk A may perform a Clerk B function or vice versa. However, at such times, the clerk will continue to be paid according to his or her classification which at all times will be based on the main functions the employee normally performs.

5.04 A Grocery Chief Clerk will be appointed in all stores having an average total sales volume in excess of \$32,074 per week and where the Grocery Department sales are not sufficient to warrant appointment of a Grocery Department Manager.

6. ECONOMIC ADJUSTMENT

6.01 During the term of this Agreement an economic adjustment of one hundred and twenty-five (\$125.00) dollars a quarter will be paid to each eligible full-time employee.

6.02 To be eligible for the above mentioned payments a full-time

employee must have worked one (1) full shift during the quarter and have full-time status as of the end of the quarter. Payments shall be pro-rated based on time worked during the quarter, including vacation and specified holidays.

6.03 The dates of the quarter ending will be as set out below and payment will be made within two (2) weeks of such dates:

First Year

September 22, 1990

December 22, 1990

March 23, 1991

June 22, 1991

Second Year

September 21, 1991

December 21, 1991

March 21, 1992

June 20, 1992

6.04 A laid-off full-time employee will receive a prorated economic adjustment based on time worked in the quarter in which he is laid-off.

APPENDIX "C"

~~All~~ matters relative ~~only to part-time employees~~ and their wages and working conditions shall be contained within this Appendix.

1. PROBATIONARY PERIOD

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1.01 The probationary period for all new employees shall be one hundred and fifty (150) worked hours or ninety (90) days during one period of employment, whichever comes first. During ~~this~~ probationary period, new employees may be discharged ~~by~~ the Company without ~~recourse~~ to the Grievance and Arbitration procedures.

1.02 New employees may be ~~secured~~ from any source that the Company desires.

1.03 Seniority lists shall be prepared by store and a copy supplied to the District Union Office ~~semi-annually~~.

1.04 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) Does not work for a period of twenty-six (26) consecutive weeks except that if a non-probationary employee is absent due to provable ~~illness~~ or accident, ~~his~~ employment shall not be terminated but any progression rate increases shall ~~cease~~ ~~until~~ the employee ~~returns~~ to work;
- (d) ~~Fails~~ to return to work ~~at~~ the expiration of a Leave of Absence, without a reason satisfactory to the Company;
- (e) ~~Has an~~ unreported absence for three (3) consecutive scheduled working days without a satisfactory reason.

2. MANAGEMENT

As in Article 26 of the body of the Agreement.

3. UNION ACTIVITIES

As in Article 22 of the body of the Agreement.

4. NO STRIKES OR LOCKOUTS

As in Article 5 of the body of the Agreement.

5. ADJUSTMENT OF GRIEVANCES

As in Article 7 of the body of the Agreement

6. SAFETY

As in Article 29 of the **body** of the Agreement.

7. TIMECARDS

As in Article 9 of Appendix "A".

8. EMPLOYEE CONDUCT

8.01 ~~The Union agrees that~~ it will uphold the rules and regulations of the Company in regard to **punctual and steady attendance**, proper and sufficient notification in the case of absence, conduct ~~on the job~~ and all other rules and regulations **established by the** Company.

8.02 Should an employee intentionally **give** false or **misleading** information in the completion of **his** Application for Employment **Form**, **his** Bond Application Form, or about **his medical history**, he may be **discharged** without further recourse.

9. MEMBERSHIP IN THE UNION AND COLLECTION OF DUES

9.01 ~~With~~ reference to such of ~~its~~ part-time store employees as are covered by this Appendix the Company will **retain** in its employ only members in **good standing** of the Union or those who **become** members in **good standing** of the Union within the first one hundred and fifty (150) worked hours or **ninety** (90) days during one **period** of employment, whichever comes first.

The Union agrees that **it will** not unreasonably deny application for admission to the Union. The Company **agrees** to notify the Area Union Office **of** all new employees and their classification **at least**

monthly. The Union agrees to **notify** the Company in writing by registered **mail** of the name of any employee who is not in **good standing** with the Union. The Company **agrees** to have all new employees sign Applications for Membership and Union **Insurance Applications** and forward them to the Union.

It is agreed that the Union **shall** save the Company harmless for any and **all** claims arising from this **Section** which may be made against it **by** an employee.

9.02 The Company **will** deduct regular dues and special assessments, as certified by the Union in writing, from all part-time employees who have worked in a calendar month. Such dues will be deducted in the **first** three (3) weeks in each calendar month. There **will be no** deduction for the **remaining week(s)** in each calendar month **unless** there is an **arrears** situation. Such **dues** are to be remitted, by the 15th day of the following month to 15 Gervais Drive, Don Mills, **Ontario** M3C 1Y8 for Local 414 and to 58 Lisgar Street, Sudbury, **Ontario**, P3E 3L7 for Locals 429, 545, 579, 582 and 915.

9.03 The Company **will** deduct initiation as certified by the Union in writing from all part-time employees. Such initiation fees **will be** remitted to the Union with the **union** dues as **set out** above.

10. WORK SCHEDULE

10.01 When a part-time employee is ordered to report for work, and reports as ordered, he **shall** be guaranteed at least four (4) hours' work or four (4) hours' pay for that day.

10.02 An exception to 10.01 above is when a part-time student is **ordered** to report for work on a school day and there are **not** four (4) hours **between** the time he reports and regular store closing. In such case he will be guaranteed two (2) hours' work or two (2) hours' pay.

10.03 **No** split shifts **will be** permitted **unless** each part of the split shift amounts to four (4) hours or more.

10.04 In scheduling or **calling** in part-time employees for work, the Company **agrees** to recognize length of continuous **service** of the employee **on all** individual store basis, provided the **senior** employee has the ability and **qualifications** to **perform** the job in a competent

manner. A part-time employee with a **year or more continuous service** may request a permanent transfer to a nearby store where **his** length of continuous **service and qualifications** might enable **him** to receive more hours. **Within thirty (30) days of such request**, the Company agrees to **arrange** the transfer. An employee so transferred will not be eligible for a similar transfer for a **period** of one (1) year from the **date** of the transfer. Transfers to or from new **stores will** not come **under** this Section for a period of one (1) year from the date of the **opening** for those employees with **less** than two (2) years' service.

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10.05 Part-time employees with **five (5)**, eight (8), or ten (10) or more **years** of continuous **service will** be scheduled for a minimum of twenty (20), twenty-two (22), or twenty-three (23) hours **per week** respectively provided:

- (a) such schedule of hours **are** available in the employee's store
- (b) the employee **is** available to work the available hours
- (c) the employee **has** the ability to **perform** the normal **requirements** of the work available

Where the schedule of hours is such that all part-time employees with **five (5)**, eight (8), or ten (10) or more years continuous **service**, who desire to work a minimum of twenty (20), twenty-two (22) or twenty-three (23) hours per week respectively, **are** not able to do **so**, the minimum schedules will be **allocated** in order of seniority. **The** employees who, as a result do not obtain **the minimum schedule**, will **be** scheduled in order of seniority for the maximum number of hours available. Such employees will also **have** the opportunity of transferring to another store **as set** out above.

A **part-time** employee with five (5), eight (8), or ten (10) or more years of **continuous service** who elects not to accept the minimum schedule of twenty (20), twenty-two (22) or twenty-three (23) hours **per week** respectively will be locked **into** such decision for a period of six (6) months.

Part-time employees with less than five (5) years' **continuous service will** be scheduled for the **remaining** available hours **taking** into consideration the employee's length of continuous **service**, **and** the employee's **ability to** perform the normal requirements of the work. Should any employee, or employees, **have** a problem or question regarding their scheduling which they cannot satisfactorily resolve personally with **the Store Manager**, they may **call** upon the **District Manager** and the Union **Business Agent** who will **meet** with

the Store Manager to **seek** an answer or resolution to the problem. Such employees **will** also have the opportunity to transferring to another store **as set** out above.

10.06

- (a) Part-time employees desiring full-time employment **will** make application in Writing to the Manager, Industrial Relations on a form provided by the Company. The Manager, Industrial Relations **will** maintain a list by sub-seniority **area** (as per Appendix "D") of all such part-time employees showing **their** name, store, date of application, and **areas** of experience, and up-to-date copy of which **will** be forwarded to the **Area Union Office** the first of each month. The list **will** be divided into **nine** (9) **areas** of experience: **Meat, Grocery, Produce, Cash, Snack Bar, Bakery Counter, Bakery Production, Deli and Cheese, and Pier 19.**
- (b) In **hiring** new full-time employees within a sub-seniority **area**, the Company agrees to hire part-time employees by experience from the above mentioned list for that sub-seniority **area** in order of date of application provided they **are** qualified to perform the work available. A part-time employee, who declines an offer of full-time employment on a job for which he **has** experience, **will** be moved to the bottom of the list **as** of the date of his refusal. To remain on the list, an employee must **reconfirm** his application annually.
- (c) If a part-time employee desires **additional** training in another **area** of the store in order to obtain full-time employment, he **shall** make **his request** known to the District Manager **on** a form supplied by the Company. The Company shall attempt to accommodate such **request** by seniority, **as** part-time positions become available within the municipality where the part-time employee works **unless** otherwise requested.
- (d) If **hired** for the full-time staff and terminated during the probationary period **as** outlined in Article 10 of the body of the Agreement for **reasons** other than misconduct, the employee shall revert to **his** former part-time employment and **retain his** original part-time starting date. In **cases** where a probationary full-time employee is reverted to **his** former part-time position, the Store Manager will meet With the employee and the **Store Steward** **and** **inform** the employee of the **reason** for **his return** to part-time. It is understood and agreed that neither the action or the reason for it is subject to grievance or arbitration.

The Company will post an announcement of the names of all newly hired full-time employees in the bargaining unit on the bulletin board of the stores in the same sub-seniority area as they are hired, with a copy to the Local Union Office. Any grievances filed with reference to such announcement must be filed at Step 1 within seven (7) working days of the date of the posting.

10.07 A schedule showing the part-time employee's hours of work for the following week will be posted at the time clock by 5:00 p.m. Thursday for the following week, a copy of which will be given to the Union Steward. The Union agrees that this provision will not be used to harass the Company. The posting does not constitute a guarantee of work for that week. If part-time employees are scheduled to report for work and work is not available, they will be notified the day before not to report to work except where changes are necessary as a result of circumstances beyond the control of the Company, but in such case the Company will give notice as far in advance as possible. The Company has the right to call in other part-time employees not previously scheduled to work if required by the business. No part-time employee will be forced to work more than five (5) days in any week

10.08 In any week in which a part-time employee works in excess of twenty-four (24) hours, he will be paid at least the hourly equivalent of the full-time starting rate or his part-time rate whichever is the greater. In calculating a part-time employee's entitlement to this rate, hours worked at premium rates on Sundays and statutory holidays will be included, but other overtime hours will not be included. This clause will not be used to evade the proper scheduling of part-time employees.

10.09

- (a)** A part-time employee relieving a full-time employee who is on vacation will not be considered full-time for the purposes of this Agreement. However, immediately following the completion of such relief work any additional full-time staff will be hired as per Article 10.06 above.
- (b)** A part-time employee relieving a full-time employee absent due to illness, injury, or leave the absence will not be considered full-time for the purpose of this Agreement. However, should the full-time employee be absent in excess of three (3) months and the need for a replacement continues, the part-time employ

ee **will be returned to part-time hours and the position filled** through the application of Article 10.06 above. Notwithstanding Article 2.08 (i) of the body of this Agreement, full-time employees returning to work following extended **illness, injury,** or leave of absence **will displace the least senior full-time employee in his classification in the municipality in which he was employed.**

- (c) A part-time employee temporarily working a full-time schedule of hours **(as set out in Appendix 'A', Articles 1 and 2)** for any reason **will be eligible to receive the Evening Opening Bonus as set out in Appendix A, Article 4.**

10.10 In the event of a store closing, the following procedure will be followed in regard to part-time employees employed in the store at the time of the closing

- (a) Employees with less than three (3) months' continuous service **will be terminated.**
- (b) Employees with **more than** three (3) months' continuous service **will** have the option of displacing the most junior part-time employees in the municipality, sub-seniority **area,** or **the overall seniority area,** provided they are able to **perform** the job in a competent manner **and** do not displace an employee with greater length of service. Where such transfer **takes place,** the employee's name **will be placed on the Seniority list of the store to which he is transferred based upon his length of continuous part-time employment with the Company. Those who decide not to exercise such option will be terminated.**

11. OVERTIME

11.01 Part-time employees **will be paid time and one-half (1 1/2)** their regular hourly rate for all hours in excess of eight (8) **per day,** or thirty-seven (37) **per week;** however, in no case **will** hours that **qualify** for the daily premium **also** qualify for the weekly premium.

11.02 Part-time employees **will be paid time and one-half (1 1/2)** their regular hourly **rate** for all hours worked on a holiday **as listed in Article 18.01 below.**

11.03 Part-time employees **will be paid** twice their regular hourly rate for **all** hours worked on a Sunday.

11.04 Notwithstanding the Ontario Employment Standards Act of 1974, Section 20, Subsection 3, the Union, acting as the employee's agent, agrees that the Company has the right to require employees to work one half (1/2) hour past store closing.

12. MEAL AND REST PERIODS

12.01 A part-time employee who works four (4) consecutive hours, but less than five (5) consecutive hours, shall be entitled to one (1) fifteen (15) minute rest period without loss of pay.

12.02 A part-time employee who works five (5) or more consecutive hours, but less than seven (7) consecutive hours, shall be entitled to one-half (1/2) hour rest period, fifteen (15) minutes of which shall be without loss of pay.

12.03 A part-time employee who works seven (7) consecutive hours or more shall be entitled to two (2) fifteen (15) minute rest periods without loss of pay, and one-half (1/2) hour unpaid meal period is to be taken no later than the end of the the fifth hour of work. By mutual agreement between an employee and the Store Manager an employee may be scheduled for a one (1) hour unpaid meal period.

13. BEREAVEMENT

13.01 A part-time employee, temporarily working full-time relieving a full-time employee absent due to illness, accident, vacation, etc, will be eligible for bereavement leave as set out in Article 20 of the body of the Agreement if a qualifying bereavement occurs during the period he was relieving the full-time employee.

13.02 A part-time employee, who has completed his probationary period, will be paid his regular hourly rate of pay for all regular hours that were scheduled on the day of the funeral of a relative set out in Article 20 of the body of this Agreement.

14. LEAVE OF ABSENCE

14.01 As per Article 4 of the body of the Agreement.

14.02 A part-time student employee will be granted a leave of absence without pay to participate in a school sponsored work experience program

15. WAGES

15.01

(a) Effective ~~October 11, 1990~~, all part-time employees actively employed and covered by this Appendix as of ~~October 11, 1990~~ shall receive a general increase of one (\$1.00) dollar per hour retroactive to July 1, 1990 for all hours worked, including specified holidays.

(b) Effective ~~June 30, 1991~~, all part-time employees actively employed and covered by this Appendix shall receive a general increase of forty (.40c) cents per hour.

Effective ~~December 29, 1991~~, all part-time employees actively employed and covered by this Appendix shall receive a general increase of forty (.40c) cents per hour.

(c) Rates of pay for employees hired prior to September 17, 1978 are as follows:

(i) effective ~~October 11, 1990~~, \$12.52

(ii) effective ~~June 30, 1991~~, \$12.92

(iii) effective ~~December 29, 1991~~ \$13.32

Rates of pay for employ — hired after September 17, 1978 but before September 22, 1986 are as follows:

(i) effective ~~October 11, 1990~~, \$12.47

(ii) effective ~~June 30, 1991~~, \$12.87

(iii) effective ~~December 29, 1991~~ \$13.27

(d) Rates of pay for employees hired on or after September 22, 1986 are as follows:

students

<i>Effective Date</i>	<i>Start</i>	<i>3M</i>	<i>6M</i>	<i>9M</i>	<i>12M</i>	<i>18M</i>
10.11.90	\$5.68	6.03	6.33	6.63	7.00	7.50
06.30.91	\$5.93	6.28	6.58	6.88	7.25	7.75
12.29.91	\$6.18	6.53	6.83	7.13	7.50	8.00
<i>Effective Date</i>	<i>24M</i>	<i>30M</i>	<i>36M</i>	<i>42M</i>	<i>48M</i>	
10.11.90	\$8.00	8.50	9.20	9.95	12.00	
06.30.91	\$8.25	8.75	9.45	10.20	12.87	
12.29.91	\$8.50	9.00	9.70	10.45	<u>13.27</u>	

Non-Students

Effective Date	Start	6M	12M	18M	24M	30M
10.11.90	\$5.93	6.33	7.00	7.50	8.00	8.50
06.30.91	\$6.18	6.58	7.25	7.75	8.25	8.75
12.29.91	\$6.43	6.83	7.50	8.00	8.50	9.00

Effective Date	36M	42M	48M
10.11.90	\$ 9.20	9.95	12.12
06.30.91	\$9.45	10.20	12.87
12.29.91	\$9.70	10.45	13.27

- (e) In the event that the above increases result in an employee being on an "off rate" within his classification, then on the date of his next scheduled increase he will advance to the next higher rate within his classification.

15.02 A part-time employee will be paid a night shift premium of eighty (.80¢) cents per hour for all hours worked between 10:00 P.M. and 8:30 A.M. on shifts beginning at 10:00 P.M. or later or ending at 8:30 A.M. or earlier.

15.03 The Parties hereto agree the rates of pay as outlined in Article 15.01 are the correct rates of pay and properly reflect the Parties' previous agreement to reduce all rates of pay by the equivalent of five (.05¢) cents per hour.

As a direct result of this reduction in rates of pay, the Company agrees to contribute, in addition to the cents-per-hour amounts outlined in Article 18.08 of the body of this Agreement, five (.05¢) cents per regular hour worked, not including overtime, to the "Ontario Retail Employees Dental Benefit Trust Fund" in accordance with the terms of Article 18.08, for employees who are members of Local 414.

15.04 Commencing with regular hours worked during week-ending December 29, 1990, part-time employees shall receive for the last six (6) quarters of the Collective Agreement expiring on June 27, 1992, an economic adjustment of ten (.10¢) cents per regular hour worked paid on a quarterly basis. The quarter-end dates shall be as follows:

3,23.91	9,21.91	3,21.92
6,22.91	12,21.91	6,20.92

Payments will be made within three (3) weeks of the above quarter-end dates.

16. CHRISTMAS BONUS

16.01 All part-time employees on the payroll of the Company as of December 1st in any year who have completed six (6) months' continuous service with the Company shall be entitled to a Christmas Bonus of fifteen (\$15.00) dollars payable on or before December 15th.

16.02 All part-time employees on the payroll of the Company as of December 1st in any year who have completed twelve (12) months' continuous service with the Company shall be entitled to a Christmas Bonus of twenty-five (\$25.00) dollars payable on or before December 15th.

16.03 Effective December, 1989, all part-time employees on the payroll of the Company as of December 1st in any year who have completed three (3) years' continuous service with the Company shall be entitled to a Christmas Bonus of forty (\$40.00) dollars payable on or before December 15th.

16.04 Effective December, 1989, all part time employees on the payroll of the Company as of December 1st in any year who have completed five (5) years' continuous service with the Company shall be entitled to a Christmas Bonus of fifty (\$50.00) dollars payable on or before December 15th.

17. COMPENSATION FOR ACCIDENTS AT WORK

17.01 In the case of an accident, as a result of which the employee is disabled for the balance of the day's shift, from earning full wages at the work at which he is employed the Company agrees to give the employee loss of earnings compensation covering the day the disability occurred up to one (1) day's pay on the basis of the amount he would have earned at his regular rate had he not been absent from work. The Company agrees to provide work for an

employee, following his proper release from the Workers' Compensation Board, provided suitable work is available which the employee is capable of performing.

17.02 Workers' Compensation Reports will be completed in duplicate and the second copy will be given to the injured worker. Both copies will be signed by authorized personnel. If the Company is going to question or contest the claim, it will inform the employee in writing of the reason for its action.

18. HOLIDAYS

88C-1

18.01 Part-time employees with three (3) months' continuous employment will be paid for the following holidays as per the Employment Standards Act, 1974, of the Province of Ontario, as amended.

New Year's Day
Good Friday
Victoria Day
Canada Day
Civic Holiday

Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

In order to qualify for holiday pay the employee must have completed three (3) months' continuous employment with the Company prior to the holiday, worked his scheduled day before and his scheduled day after the holiday, and worked on at least ten (10) days during the four (4) weeks prior to the week in which the holiday occurs. For employees who qualify, payment is calculated by dividing their total hours worked during the four (4) weeks by the number of days on which they worked in that same four (4) week period and multiplying the result by their regular hourly rate of pay.

18.02 A part-time employee temporarily working a full-time schedule the week that one of the above mentioned holidays is observed, to relieve a full-time employee who is absent from work, will be eligible for holiday pay and over-time as set out in Appendix "A". In such case, he will not receive the payment that he might otherwise be entitled to under Article 18.01 above. However, a part-time employee who works equal to or in excess of the regular full-time hours the week in which such a holiday is observed due to reasons other than that set out above, will be paid for such holiday as per Article 18.01 above.

19. TRAVELLING EXPENSES

As in Article 28.03 of the body of the Agreement.

20. EMPLOYEES PERSONAL EFFECTS

20.01 The Company agrees to provide a properly **secured area** in which employees may keep their **personal effects** while on duty.

21. O.H.I.P.

21.01 Effective January 1, 1989; the Company shall make reimbursement of seventy-five (75%) percent of the cost of single coverage, or in the case of a single parent, dependent coverage, to part-time employees with five (5) years' continuous service and who work six hundred (600) hours in the previous calendar year, with payments to be made quarterly upon proof of purchase,

22. JURY DUTY

22.01 When an employee with three (3) months' continuous service is called upon to serve on a jury or as a subpoenaed Crown Witness, the Company shall pay the difference between the fee received from the Crown and the employee's regular hourly wage rate, provided:

- (a) the employee furnishes proof of service by a statement of earnings supplied by the Court.
- (b) the employee provides the Company with at least 48 hours' notice of when his is to report, or immediately on notification.
- (c) the employee returns to work if he is called and not kept. However, he shall not be required to report for work if less than two (2) hours of his normal shift remains to be worked.
- (d) such duty falls on a regularly scheduled work day the employee would have worked.

23. VACATION

23.01 An employee with ten (10) years or more of continuous service shall be entitled to up to four (4) weeks of vacation without pay in a calendar year. The scheduling of such vacation time off shall be subject to Company approval on an individual store basis.

88B-1

23.02 Vacation pay shall be received by April 30th of each year following the year in which it is **earned**.

23.03

- (a) **An** employee with five **(5) years'** service **as** of May 1st in any year shall receive vacation pay equal to **six (6%)** percent of the previous year's **earnings**.

An employee with nine (9) years' service **as** of May 1st in any year shall receive vacation pay equal to eight **(8%)** percent **of** the previous year's earnings.

These amendments to apply to vacation **earned** during 1991 and paid by April 30th of 1992.

- (b) In cases of **dismissal**, where dishonesty, drinking alcoholic beverages on the **job**, or wilful **damage** of Company property is involved, the above method of payment **will** not apply. In such cases only the legal provincial **allowance will** be paid.

APPENDIX "D"

Seniority Areas

AREA 1 (A) *
Toronto West
Brampton

AREA 1 (B) *
Toronto East
Markham
Pickering
Newmarket
Richmond Hill

AREA 2 (A)
Hamilton
Burlington
Ancaster
Dundas
Stoney Creek
Brantford
Galt
Hanover

AREA 2 (B)
Streetsville
Clarkson
Meadowvale
Oakville
Orangeville
Georgetown

AREA 2 (C)
St. Catharines
Niagara Falls
Thorold
Port Colborne
Welland

AREA 3 (A)
London
St. Thomas
Mitchell
St. Mary's
Blenheim
Aylmer

AREA 3 (B)
Stratford
Woodstock
Tilsonburg

AREA 4 (A)
Oshawa
Bowmanville
Whitby

AREA 4 (B)
Peterborough
Port Hope
Cobourg
Lindsay

AREA 5 (A)
Barrie
Vespra
Orillia

AREA 5 (E)
Huntsville
Gravenhurst
Bracebridge

AREA 5 (C)
Parry Sound
Collingwood
Penetang
Owen Sound

AREA 6 (A)
Brockville
Morrisburg
Prescott
Cornwall

AREA 6 (B)
Smiths Falls
Perth
Arnprior
Renfrew
Ottawa
Hull
Gatineau

AREA 6 (C)
Kingston
Belleville
Trenton
Napawee
Gananoque

AREA 7 (A)
Sudbury
North Bay

AREA 7 (B)
New Liskeard
Timmins

AREA 7 (C)
Sault Ste. Marie

* In the application of this Appendix, Metropolitan Toronto will be considered two (2) separate municipalities based on the former division of the area between the Toronto West District and the Toronto East District.

APPENDIX "E"

REGARDING THRIFT STORES AND BEST FOR LESS STORES

With the exception of the matters set out below, all the terms and conditions of the Agreement and its Appendices apply to the full-time and part-time employees employed in the Thrift Stores and Best for Less Stores located within the geographical scope of the Agreement

1. DEFINITION

1.01 For the purposes of this Agreement, a Thrift Store or a Best for Less Store is defined as a limited line store operated by the Company within the geographic scope of this Agreement. The store may, or may not, be operated in a premise formerly occupied by a new Dominion Store. Its basic operation formula will be minimum customer service, a limited selection of products, and discounted prices.

2. ARTICLE 2 — SENIORITY ARTICLE 3 — PROMOTION

2.01 Notwithstanding anything to the contrary, Clerks "A", Clerks "B", and part-time employees employed within a Thrift Store or a Best for Less Store will not be eligible for a transfer or promotion to a New Dominion Store until such time as they have attained the length of continuous service set out in Articles 6.03 and 7.03 below.

3. ARTICLE 12 — PART-TIME EMPLOYEES

3.01 Only Article 12.01 of the body of this Agreement applies to the Thrift Stores or Best for Less Stores. The balance of Article 12 does not apply.

4. ARTICLE 13 — EMPLOYEES OTHER THAN UNION MEMBERS

4.01 Article 13 of the body of this Agreement does not apply to:

- 25A-1
- (i) Thrift Stores Manager ~~or Best~~ for Less Store **Managers**
 - (ii) **Grocery** or **Produce Supervisors** working with a **bargaining unit** member for the purpose of training or instruction.
 - (iii) A Non-Union **Assistant Store Manager** in a Best for Less Store- as long as such store has a **Bookkeeper** and ~~Head~~ **Cashier.**

5. ARTICLE 21 — VACATIONS

5.01 A New **Dominion** Store employee who **is** transferred to a Thrift Store or a Best for Less Store due to the closing ~~of~~ a store or is recalled from layoff to a Thrift Store or Best for Less Store, **and** who **has** his weekly rate of pay reduced due to such transfer or recall, will **have** his vacation pay prorated the first **year** he **is** employed at a Thrift Store or a ~~Best~~ for Less Store

6. R E APPENDIX B

6.01 ~~The~~ classifications and ~~rates~~ of pay contained in **Appendix B**, Article **1** do not apply to employees employed Within a Thrift Store or a Best for Less Store.

6.02 Thrift Store and Best for Less Store classifications **and rates** of pay **are** as **follows**:

(a)*Effective
October 11, 1990**Effective
June 30, 1991*

<i>Clerk A</i>	<i>Weekly</i>	<i>Hourly</i>	<i>Weekly</i>	<i>Hourly</i>
Start	281.28	7.60	290.53	7.85
3 Months	321.43	8.69	337.62	9.12
6 Months	362.12	9.79	385.24	10.41
9 Months	402.85	10.89	432.92	11.70
12 Months	443.98	12.00	480.98	13.00
Pre 10.17.82	468.47	12.66	505.47	13.66
 <i>Clerk B</i>				
Start	287.13	7.76	296.38	8.01
3 Months	329.44	8.90	345.63	9.34
6 Months	372.22	10.06	395.34	10.68
9 Months	415.08	11.22	445.15	12.03
12 Months	459.33	12.41	496.33	13.41
Pre 10.17.82	483.82	13.08	520.82	14.08
 <i>Grocery Chief Clerks (Thrift Stores only)</i>				
Start	474.90	12.84	484.15	13.09
3 Months	504.21	13.63	520.40	14.06
6 Months	534.52	14.45	557.64	15.07
9 Months	564.82	15.27	594.89	16.08
12 Months	598.11	16.17	635.11	17.17
 <i>Meat Cutters</i>				
Start	289.25	7.82	298.50	8.07
6 Months	354.06	9.57	368.86	9.97
12 Months	418.87	11.32	439.22	11.87
18 Months	523.33	14.14	549.23	14.84
21 Months	540.66	14.61	569.33	15.39

	<i>Effective October 11, 1990</i>		<i>Effective June 30, 1991</i>	
<i>Meat Cutters</i>	<i>Weekly</i>	<i>Hourly</i>	<i>Weekly</i>	<i>Hourly</i>
24 Months	558.98	15.11	590.43	15.96
27 Months	578.31	15.63	612.53	16.55
30 Months	607.56	16.42	644.56	17.42
• Grocery Manager \$42,816 - \$64,135				
start	491.90	13.29	501.15	13.54
3 Months	522.45	14.12	538.64	14.56
6 Months	554.00	14.97	577.12	15.60
9 Months	585.54	15.83	615.61	16.64
12 Months	618.06	16.70	655.06	17.70
* Grocery Manager \$64,136 - \$96,206				
start	495.90	13.40	505.15	13.65
3 Months	527.54	14.26	543.73	14.70
6 Months	559.18	15.11	582.30	15.74
9 Months	591.81	15.99	621.88	16.81
12 Months	624.36	16.87	661.36	17.87
* Grocery Manager \$96,207 - \$144,307				
Start	500.90	13.54	510.15	13.79
3 Months	532.61	14.39	548.80	14.83
6 Months	565.32	15.28	588.44	15.90
9 Months	598.02	16.16	628.09	16.98
12 Months	631.71	17.07	668.71	18.07
* Grocery Manager \$144,308 - \$216,796				
start	505.90	13.67	515.15	13.92
3 Months	538.70	14.56	554.89	15.00
6 Months	571.50	15.45	594.62	16.07
9 Months	605.29	16.36	635.36	17.17
12 Months	639.06	17.27	676.06	18.27

	<i>Effective October 11, 1990</i>		<i>Effective June 30, 1991</i>	
* Grocery Manager				
\$216,797 - \$325,191	Weekly	Hourly	Weekly	Hourly
Start	511.90	13.84	521.15	14.09
3 Months	544.79	14.72	560.98	15.16
6 Months	578.68	15.64	601.80	16.26
9 Months	612.56	16.56	642.63	17.37
12 Months	646.41	17.47	683.41	18.47
* Grocery Manager \$325,192 - \$487,665				
Start	517.90	14.00	527.15	14.25
3 Months	551.88	14.92	568.07	15.35
6 Months	585.86	15.83	608.98	16.46
9 Months	619.83	16.75	649.90	17.56
12 Months	653.76	17.67	690.76	18.67
* Grocery Manager Over \$487,665				
Start	524.90	14.19	534.15	14.44
3 Months	558.96	15.11	575.15	15.54
6 Months	593.02	16.03	616.14	16.65
9 Months	627.07	16.95	657.14	17.76
12 Months	661.11	17.87	698.11	18.87
Produce Manager \$3,812 - \$5,678				
Start	482.90	13.05	492.15	13.30
3 Months	513.31	13.87	529.50	14.31
6 Months	544.72	14.72	567.84	15.35
9 Months	575.12	15.54	605.19	16.36
12 Months	606.51	16.39	643.51	17.39

	<i>Effective October 11, 1990</i>		<i>Effective June 30, 1991</i>	
<i>Produce Manager</i> \$5,679 - \$8,599	<i>Weekly</i>	<i>Hourly</i>	<i>Weekly</i>	<i>Hourly</i>
<i>Stan</i>	486.90	13.16	496.15	13.41
3 Months	518.38	14.01	534.57	14.45
6 Months	548.86	14.83	571.98	15.46
9 Months	580.33	15.68	610.40	16.50
12 Months	611.76	16.53	648.76	17.53
 <i>Produce Manager \$8,600 - \$12,861</i>				
<i>Stan</i>	491.90	13.29	501.15	13.54
3 Months	522.45	14.12	538.64	14.56
6 Months	554.00	14.97	577.12	15.60
9 Months	585.54	15.83	615.61	16.64
12 Months	618.06	16.70	655.06	17.70
 <i>Produce Manager \$12,862 - \$19,291</i>				
<i>Start</i>	495.90	13.40	505.15	13.65
3 Months	527.54	14.26	543.73	14.70
6 Months	559.18	15.11	582.30	15.74
9 Months	591.81	15.99	621.88	16.81
12 Months	624.36	16.87	661.36	17.87
 <i>Produce Manager \$19,292 - \$28,894</i>				
<i>Start</i>	500.90	13.54	510.15	13.79
3 Months	532.61	14.39	548.80	14.83
6 Months	565.32	15.28	588.44	15.90
9 Months	598.02	16.16	628.09	16.98
12 Months	631.71	17.07	668.71	18.07

*Effective
October 11, 1990*

*Effective
June 30, 1991*

Produce Manager

\$28,895 - \$43,425

	Weekly	Hourly	Weekly	Hourly
Start	505.90	13.67	515.15	13.92
3 Months	538.70	14.56	554.89	15.00
6 Months	571.50	15.45	594.62	16.07
9 Months	605.29	16.36	635.36	17.17
12 Months	639.06	17.27	676.06	18.27

Produce Manager \$43,426 - \$65,138

Start	511.90	13.84	521.15	14.09
3 Months	544.79	14.72	560.98	15.16
6 Months	578.68	15.64	601.80	16.26
9 Months	612.56	16.56	642.63	17.37
12 Months	646.41	17.47	683.41	18.47

Produce Manager \$65,139 - \$97,704

Start	517.90	14.00	527.15	14.25
3 Months	551.88	14.92	568.07	15.35
6 Months	585.86	15.83	608.98	16.46
9 Months	619.83	16.75	649.90	17.56
12 Months	653.76	17.67	690.76	18.67

Produce Manager Over \$97,704

Start	524.90	14.19	534.15	14.44
3 Months	558.96	15.11	575.15	15.54
6 Months	593.02	16.03	616.14	16.65
9 Months	627.07	16.95	657.14	17.76
12 Months	661.11	17.87	698.11	18.87

	<i>Effective October 11, 1990</i>		<i>Effective June 30, 1991</i>	
	<i>Weekly</i>	<i>Hourly</i>	<i>Weekly</i>	<i>Hourly</i>
<i>Meat Manager</i>				
\$4,232 - \$6,347				
<i>Start</i>	502.81	13.59	512.06	13.84
3 Months	534.60	14.45	550.79	14.89
6 Months	566.30	15.31	589.42	15.93
9 Months	597.99	16.16	628.06	16.97
12 Months	630.66	17.04	667.66	18.04
 <i>Meat Manager \$6,348 - \$9,516</i>				
start	507.90	13.73	517.15	13.98
3 Months	539.68	14.59	555.87	15.02
6 Months	571.46	15.44	594.58	16.07
9 Months	604.23	16.33	634.30	17.14
12 Months	636.96	17.22	673.96	18.22
 <i>Meat Manager \$9,517 - \$14,280</i>				
start	512.90	13.86	522.15	14.11
3 Months	544.75	14.72	560.94	15.16
6 Months	577.60	15.61	600.72	16.24
9 Months	611.45	16.53	641.52	17.34
12 Months	643.26	17.39	680.26	18.39
 <i>Meat Manager \$14,281 - \$21,378</i>				
start	517.90	14.00	527.15	14.25
3 Months	550.83	14.89	567.02	15.32
6 Months	583.76	15.78	606.88	16.40
9 Months	616.68	16.67	646.75	17.48
12 Months	649.56	17.56	686.56	18.56

*Effective
October 11, 1990*

*Effective
June 30, 1991*

*Meat Manager
\$21,379 - \$32,069*

	<i>Weekly</i>	<i>Hourly</i>	<i>Weekly</i>	<i>Hourly</i>
<i>Start</i>	523.90	14.16	535.15	14.41
<i>3 Months</i>	556.91	15.05	573.10	15.49
<i>6 Months</i>	589.92	15.94	613.04	16.57
<i>9 Months</i>	622.92	16.84	652.99	17.65
<i>12 Months</i>	656.91	17.75	693.91	18.75

Meat Manager \$32,070 - \$48,097

<i>Start</i>	529.90	14.32	539.15	14.57
<i>3 Months</i>	563.00	15.22	579.19	15.65
<i>6 Months</i>	596.10	16.11	619.22	16.74
<i>9 Months</i>	630.19	17.03	660.26	17.84
<i>12 Months</i>	664.26	17.95	701.26	18.95

Meat Manager \$48,098 - \$72,150

<i>Start</i>	535.90	14.48	545.15	14.73
<i>3 Months</i>	569.09	15.38	585.28	15.82
<i>6 Months</i>	603.28	16.30	626.40	16.93
<i>9 Months</i>	637.46	17.23	667.53	18.04
<i>12 Months</i>	671.61	18.15	708.61	19.15

Meat Manager \$72,151 - \$108,231

<i>Start</i>	541.90	14.64	551.15	14.90
<i>3 Months</i>	576.18	15.57	592.37	16.01
<i>6 Months</i>	610.46	16.50	633.58	17.12
<i>9 Months</i>	644.73	17.43	674.80	18.24
<i>12 Months</i>	678.96	18.35	715.96	19.35

	<i>Effective October 11, 1990</i>		<i>Effective June 30, 1991</i>	
<i>Meat Manager</i>				
\$108,232 - \$162,346	<i>Weekly</i>	<i>Hourly</i>	<i>Weekly</i>	<i>Hourly</i>
Start	549.00	14.84	558.25	15.09
3 Months	583.26	15.76	599.45	16.20
6 Months	617.62	16.69	640.74	17.32
9 Months	651.97	17.62	682.04	18.43
12 Months	686.31	18.55	723.31	19.55
<i>Meat Manager Over \$162,346</i>				
Start	555.90	15.02	565.15	15.27
3 Months	590.35	15.96	606.54	16.39
6 Months	624.80	16.89	647.92	17.51
9 Months	659.24	17.82	689.31	18.63
12 Months	693.66	18.75	730.66	19.75
** Head Cashier \$31,030 - \$77,585				
Start	457.90	12.38	467.15	12.63
3 Months	487.19	13.17	503.38	13.60
6 Months	518.48	14.10	541.60	14.64
9 Months	548.76	14.83	578.83	15.64
12 Months	580.01	15.68	617.01	16.68
** Head Cashier \$77,586 - \$155,167				
Start	459.90	12.43	469.15	12.68
3 Months	491.28	13.28	507.47	13.72
6 Months	521.66	14.10	544.78	14.72
9 Months	553.03	14.95	583.10	15.76
12 Months	587.36	15.87	624.36	16.87

Effective
October 11, 1990

Effective
June 30, 1991

**** Head Cashier**

\$155,168 - \$263,788

	Weekly	Hourly	Weekly	Hourly
Start	463.90	12.54	473.15	12.79
3 Months	494.38	13.36	510.57	13.80
6 Months	525.86	14.21	548.98	14.84
9 Months	560.33	15.14	590.40	15.96
12 Months	595.76	16.10	632.76	17.10

**** Head Cashier \$263,789 - \$348,369**

Start	466.90	12.62	476.15	12.87
3 Months	498.44	13.47	514.63	13.91
6 Months	532.98	14.40	556.10	15.03
9 Months	568.51	15.37	598.58	16.18
12 Months	601.01	16.24	638.01	17.24

**** Head Cashier Over \$348,369**

Start	470.90	12.73	480.15	12.98
3 Months	505.53	13.66	521.72	14.10
6 Months	541.16	14.63	564.28	15.25
9 Months	573.78	15.51	603.85	16.32
12 Months	608.36	16.44	645.36	17.44

***** Bookkeeper \$227,358 - \$272,493**

Start	463.90	12.54	473.15	12.79
3 Months	494.38	13.36	510.57	13.80
6 Months	525.86	14.21	548.98	14.84
9 Months	560.33	15.14	590.40	15.96
12 Months	595.76	16.10	632.76	17.10

*Effective
October 11, 1990*

*Effective
June 30, 1991*

***** Bookkeeper**

\$272,494 - \$359,864

	<i>Weekly</i>	<i>Hourly</i>	<i>Weekly</i>	<i>Hourly</i>
Start	466.90	12.62	476.15	12.87
3 Months	498.44	13.47	514.63	13.91
6 Months	532.98	14.40	556.10	15.03
9 Months	568.51	15.37	598.58	16.18
12 Months	601.01	16.24	638.01	17.24

***** Bookkeeper Over \$359,864**

Start	470.90	12.73	480.15	12.98
3 Months	505.53	13.66	521.72	14.10
6 Months	541.16	14.63	564.28	15.25
9 Months	573.78	15.51	603.85	16.32
12 Months	608.36	16.44	645.36	17.44

- * Grocery **Managers** in Best for Less Stores only.
- ** **Head** Cashiers in **all** Thrift Stores or a Best for Less Store under **\$236,907** will be a combination Head Cashier and Bookkeeper.
- *** Bookkeepers are only in **Best** for Less Stores over **\$236,907**.

6.03 Following the attainment of **six** (6) months' continuous service, a Clerk "A" or a Clerk "B" employed within a Thrift Store may apply to the Company in writing for a transfer to a New Dominion Store within the municipality within which he or she is then employed. **In** such case the Company agrees to transfer the employee, in order of date of application as a Clerk "A" or Clerk "B" (as the case may be), to a New Dominion Store within such municipality when a suitable vacancy **occurs**. **An** A or B Clerk, transferred to a Thrift Store or a Best for **Less** Store from a New Dominion Store and subsequently transferred **back** to a New Dominion Store, **will** be placed **on** a rate in the New Dominion wage schedule no lower than the rate he or she was receiving **at** the time of **his** or her transfer from a New Dominion **to** a Thrift or Best for Less.

6.04 Article **2.10** of Appendix B **does** not apply to the Thrift Stores or Best for Less Stores; however, the Company does agree that the classifications **as** set out in Article **6.02** above **will** be filled in each Thrift Store or Best for Less Store.

6.05 Article **4.02** of Appendix B does not apply to Thrift Stores or Best for **Less** Stores.

6.06 Appendix A, Article **2.07** **does** not apply at Best for Less Stores. At Best for Less Stores there will be a permanent night shift. To the extent possible, the Company will endeavor to staff the night shift with volunteers.

6.07 The **Parties** hereto agree that the rates of pay as **outlined** in Article 6.02 above, **are** the correct rates of pay and properly reflect the **Parties'** previous agreement to **reduce** all rates of pay by the equivalent of five (.05¢) cents per hour.

As a direct **result** of this reduction in rates of pay, the Company agrees **to** contribute, in addition **to** the cents-per-hour amounts **outlined** in Article 18.08 of **the** body of this Agreement, five (.05¢) **cents** per regular hour worked, not including overtime, to the "**Ontario Retail Employees Dental Benefit Trust Fund**" in accordance with the terms of Article 18.08, for employees who **are** members of Local **414**.

7. R E APPENDIX "C"

7.01 Article 15.02 of Appendix C does not apply to part-time employees employed within a Thrift Store or a Best for Less Store.

7.02 Minimum hourly rates of pay for part-time employees employed within a Thrift Store or a Best for Less Store shall be as follows:

	<i>Start</i>	<i>3 Mos.</i>	<i>6 Mos.</i>	<i>9 Mos.</i>	<i>12 Mos.</i>	<i>18 Mos.</i>	<i>24 Mos.</i>
<i>(a) Effective October 11, 1990</i>							
Student	5.68	6.17	6.62	7.16	7.93	8.55	9.73
Non-Student	5.93		6.83		7.86	8.50	9.73
<i>(b) Effective June 30, 1991</i>							
Student	5.93	6.42	6.87	7.41	8.18	8.80	9.73
Non-Student	6.18		7.08		8.11	8.75	9.73
<i>(c) Effective December 29, 1991</i>							
Student	6.18	6.67	7.12	7.66	8.43	9.05	9.73
Non-Student	6.43		7.33		8.36	9.00	9.73

7.03 Following the attainment of twelve (12) months' continuous service, a part-time employee employed within a Thrift Store or Best for Less Store may apply to the Company in writing for a transfer to a New Dominion Store within the municipality within which he or she is then employed. In such case the Company agrees to transfer the employee, in order of date of application, to a New Dominion Store within such municipality when a suitable vacancy occurs.

7.04 The Parties hereto agree the rates of pay, as outlined in Article 7.02 above are the correct rates of pay and properly reflect the Parties' previous agreement to reduce all rates of pay by the equivalent of five (.05¢) cents per hour.

As a direct result of this reduction in rates of pay, the Company agrees to contribute, in addition to the cents-per-hour amounts outlined in Article 18.08 of the body of this Agreement, five (.05¢) cents per regular hour worked, not including overtime, to the "Ontario Retail Employees Dental Benefit Trust Fund" in accordance with the terms of Article 18.08, for employees who are members of Local 414.

LETTER OF UNDERSTANDING
RE: THRIFT STORES

Mr. Dan Garvey,
Local Director,
R. W. D. S. U., **Local 414,**
15 Gervais Drive,
Don Mills, **Ontario.**
M3C 1Y8

Mr. Robin McArthur,
Director & International,
Representative
R. W. D. S. U., **Locals 429, 545,**
579, 582 and 915.
58 Lisgar Street,
Sudbury, Ontario.
P3E 3L7

Dear Sirs:

This **will** reconfirm the understanding **reached** on January **11, 1979** relating to the currency of **the** Collective Agreement dated **October 11, 1990** with **respect** to Thrift stores,

Should the weekly sales volume of fresh or freshly frozen beef, veal, pork or lamb average **\$9,020** or more in any Thrift Store, the Company will appoint **an** employee to the classification of Meat Cutter **and** such person will be paid **as** per the wage schedule in Appendix **B** even though they **will** not necessarily **perform** the **normal** duties of **a** Meat Cutter. The Company will inform the Union quarterly in writing of **the** average weekly **sales** by stores of **the** above mentioned products.

Sincerely,
T.A. Zakrzewski
Vice President,
Industrial Relations

TAZ:pem

The **foregoing** is hereby acknowledged and **agreed to** on **behalf** of:

Local 414

DAN GARVEY

Locals 429, 545, 579,
582 and 915.

ROBIN W. McARTHUR

LETTER OF UNDERSTANDING

Mr. Dan Garvey,
Local Director,
R.W.D.S.U., Local 414,
15 Gervais Drive,
Don Mills, Ontario.
M3C 1Y8

Mr. Robin McArthur,
International Representative
R.W.D.S.U., Locals 429, 545,
579, 582 and 915.
58 Lisgar Street,
Sudbury, Ontario.
P3E 3L7

Dear Sirs:

This **will** reconfirm the understanding relating to the currency of the Collective Agreement dated **October 11, 1990**, with respect to the following matters.

1) **Sunday Openings:**

Work performed on Sunday shall be voluntary. Should the parties reach an agreement, or should an industry-union agreement be reached, setting a **lesser** premium for working on Sunday, such premium shall be paid by the Company subject to ratification, and with the Union's recommendation to accept, by those employees who **are** covered by this Agreement.

2) **Assistant Store Managers:**

- Employees in training for Assistant Manager **will** be left in the bargaining unit while **they are** being trained and **will** continue to pay union dues.
- Such trainees **will** remain at the current **wage rate** they were paid prior to the commencement of **training**, plus any automatic wage **increases** that may occur.
- They **will** be scheduled in accordance with the provisions of the Collective Agreement.
- A specific training program **will** be **set** up for each trainee. **This will** consist of training in **all** departments **as** needed by the individual employee.
- The Company **will** provide up to a six (6) month **training program**.
- Training manuals **are** to be set up for each trainee.
- Reports are to be sent to the Personnel Office every second week, which have been completed by the trainee and Store Manager.

- At the conclusion of training in each department, an oral examination is to be given by the respective department head. The bookkeeping oral examination is to be administered by the District **Manager**.
- Department Managers in training are to continue to ~~wear~~ a Department Manager's **coat** and **name** badge.
- When an employee is placed on a training plan for Assistant Manager and **removed** from ~~his~~ regular job, ~~his name~~ shall be shown on the Announcement of **Promotions** as transferred to training for Assistant Manager. **This** information **will** be released **at** the same time as the announcement of the **new** appointee to his former job.

3) Salesmen:

Should it be **necessary** for the Company to Write any supplier in regard to the activities of their salesmen, a copy of such **letter** will be **forwarded** to the Union.

4) Prescription Drug Counter:

If the Company **establishes** a prescription **drug** counter in any store covered by this Collective Agreement, it is **agreed** that the **Pharmacists** will be excluded from the Agreement and that there will be no limitations placed upon their functions. However, all other **persons** employed in this **section**, ~~whether~~ full-time or part-time, will be union members covered by the **terms** of the agreement, with rates of pay as follows:

<i>Full-Time</i>	<i>Effective October 11, 1990</i>	<i>Effective June 30, 1991</i>
Start	\$232.20	\$241.45
3 Months	261.61	274.56
6 Months	300.02	316.67
9 Months	338.43	358.78
12 Months	383.69	409.59
15 Months	433.95	465.40
18 Months	487.29	524.29

(a) Part Time — Effective October 11, 1990

	<i>6</i>	<i>12</i>	<i>18</i>	<i>24</i>	<i>30</i>	<i>36</i>	<i>42</i>	<i>48</i>
<i>Start</i>	<i>Mo.</i>	<i>Mo.</i>	<i>Mo.</i>	<i>Mo.</i>	<i>Mo.</i>	<i>Mo.</i>	<i>Mo.</i>	<i>Mo.</i>
\$5.50	5.55	5.65	5.95	6.45	6.95	7.45	8.35	10.77

(b) Part *Time* — *Effective June 30, 1991*

	6	12	18	24	30	36	42	48
<i>Start</i>	<i>Mo.</i>	<i>Mo.</i>	<i>Mo.</i>	<i>Mo.</i>	<i>Mo.</i>	<i>Mo.</i>	<i>Mo.</i>	<i>Mo.</i>
\$5.75	5.80	5.90	6.20	6.70	7.20	7.70	8.60	11.52

(c) Part *lime* — *Effective June 30, 1991*

	6	12	18	24	30	36	42	48
<i>Start</i>	<i>Mo.</i>	<i>Mo.</i>	<i>Mo.</i>	<i>Mo.</i>	<i>Mo.</i>	<i>Mo.</i>	<i>Mo.</i>	<i>Mo.</i>
\$6.00	6.05	5.15	6.45	6.95	7.45	7.95	8.85	11.92

5) **Transfers Due to Layoffs:**

A full-time employee, with two (2) or more **years** of continuous full-time employment who is transferred more than ten (10) **miles** due to a layoff, may write a letter to the Manager, Industrial Relations **as** set out in Article **28.06** and such employee **will** be given preference for a transfer back into the **area** from which he was transferred when a vacancy in his or her job function occurs, or a lower job function for which the employee has the ability and qualifications to perform the job in a competent manner.

(6) **Scanning:**

Notwithstanding Article **2.08** (i), no full-time employee **will** be laid **off** **as** a **direct** result of the implementation of scanning.

7) **Central Meat Cutting:**

In the event the Company opens a Central Meat Cutting Operation in the **area** covered by this Agreement:

- Any Meat Cutter displaced by such operation would be given first opportunity for employment in such operation.
- Displaced Meat Cutters who did not obtain employment in such Central Meat Cutting Operation would be allowed to “bump” into other classifications in this Agreement **based** upon their seniority and ability to satisfactorily **perform** the work involved.

8) **Leave of Absence:**

An employee who is a member of the Canadian Armed Forces Primary Reserve **will** be allowed to schedule his vacation so that he may attend the annual training camp. If the employee does not **have** sufficient **annual** vacation to cover the duration of the

training period, the Company **will** grant a leave of absence without pay to such employee to allow a total period of three (3) weeks' vacation and leave of absence.

9) Store Stewards and Business Agents:

1. To the extent that the operation of the business will allow, Store **Managers will** endeavour not to schedule the Store Steward and the Sub-Steward on the night shift at the same time.
2. When a Store **Manager** considers it necessary to take **the** actions **set out** in Article 7.13, he **will** make every possible effort to **do so** while the Steward or Sub-Steward is on duty in the store. If the Steward or Sub-Steward is not on duty and the circumstances **will** allow, he will postpone the action until either the Steward or **the** Sub-Steward **is** next on duty. Where it is impossible or impractical to postpone the action, the employee **will** have the choice of another employee in the bargaining unit in the store at the time to be present **as** a witness.
3. Union Business Agents **will** make every effort to plan their routine visits to stores at a time when the Manager **is** on duty.

10) Meat Department Knives:

The Company **will** supply each Cutter with one Boning Knife and one Steak Knife. The knives **will** be nothing less than Victorianox or Sweibo quality. The Company **will** also provide and Electric Belt Grinder and a **wet** Stone. The Company **will** **also make** arrangements to instruct **the** Store Meat manager in the proper procedures in sharpening knives and he **will** in turn, instruct each Cutter.

11) Winter Vacations:

The Company **will** continue its practise of posting blank **vacation schedules** for employees to **book** winter vacations (January, February, **March**). Based on seniority and the proper operation of the business, the Company **will** endeavour to accommodate the wishes of **the** employees who respond.

12) Pension Benefits:

Should it be decided that the recent pension **benefits** Act deems

that pension **benefits are to be** provided to part-time employees covered by this Agreement, the Company **shall** comply with such decision.

- 13) Should a full time employee of a store covered by this agreement terminate employment after October 11, 1990 **as** the result of **his** death, retirement, discharge for cause which is not in dispute, resignation, or voluntary reduction to part-time, but not **as** a result of lay-off, the resulting vacancy shall be filled within thirty (30) days following the occurrence in accordance with **the** provisions of the agreement. The foregoing **will not be** applicable, however, with regard to any termination which **occurs as a** result of a department or store closing, or any termination in the meat cutter classification which **shall** be governed by Appendix "B", Article 4. Furthermore, this understanding shall not **have** effect in a store, which has **had** a reduction in business during the fiscal **quarter** preceding a termination, or has **had a** sudden reduction in business **as** the result of a new competitor.

Sincerely,
T.A. Zakrewski
Vice President,
Industrial Relations

TAZ:pem

The foregoing is hereby
acknowledged and agreed to
on behalf of:

Local 414

DAN GARVEY

Locals 429, 545, 579,
582 and 915.

ROBIN W. McARTHUR

LETTER OF UNDERSTANDING
RE ALCOHOL/DRUG DEPENDENCY

Mr. Dan Garvey,
Local Director,
R. W. D. S. U., Local 414,
15 Gervais Drive,
Don Mills, Ontario.
M3C 1Y8

Mr. Robin McArthur,
International Representative
R. W. D. S. U., Locals 429, 545,
579, 582 and 915.
58 Lisgar Street,
Sudbury, Ontario.
P3E 3L7

217

Dear Sirs:

This **will** reconfirm the understanding relating to the **currency** of the Collective Agreement **dated** October 11, 1990, with respect to employees affected **by** alcohol and/or drug related problems.

1. Should an employee request assistance from the Company regarding an Alcohol or Drug Addiction Problem, the **District** Manager and the Union **Business Agent** **will** meet with the employee to **discuss** his problem and **seek** a solution to it. If such employee is referred **to** a professionally recognized **organization** for the treatment of Alcohol or Drug Addiction and such organization recommends a program of treatment that **will** require time off work, the employee **will** be eligible for Group **Insurance** Benefits (including Weekly Indemnity) while undergoing such treatment.
2. If the Company believes that an employee is experiencing an Alcohol or Drug Addiction problem, it **will inform** the Business Agent and **arrange** a meeting with the employee concerned. If the employee confirms that he **has** such a problem, then the conditions **set out** in paragraph one **will** apply.
3. In all such cases the parties **will** work in the strictest confidence to protect the interest of **the** employee, **the** Company, **the** Union **and the** industry in **general**.

Sincerely,
T.A. Zakrewski
Vice President,
Industrial Relations

TAZ:pem

The foregoing is hereby
acknowledged and agreed to
on behalf of:

Local 414

DAN GARVEY

Locals 429, 545, 579,
582 and 915.

ROBIN W. McARTHUR

LETTER OF UNDERSTANDING

R E PENSION

Mr. Dan Garvey,
Local Director,
R.W.D.S.U., Local 414,
15 Gervais Drive,
Don Mills, Ontario.
M3C 1Y8

Mr. Robin McArthur,
International Representative
R.W.D.S.U., Locals 429, 545,
579, 582 and 915.
58 Lisgar Street,
Sudbury, Ontario.
P3E 3L7

Dear Sirs:

This will reconfirm the understanding relating to the currency of the Collective Agreement dated October 11, 1990, with respect to the Dominion Stores Pension Plan for full time employees, as amended in negotiations in 1984 and 1986

- Normal Retirement Age - the 1st of the calendar month coincident with or next following the attainment of age 65.
- **Early Retirement** - after age 55 and with 30 or more years of credited service, a member may retire on his full accrued pension at the date of his early retirement.

After age 55 and with 10 years but less than 30 years of credited service, a member may retire on his accrued pension at the date of his early retirement but reduced by 1/2 of 1% for each month of partial month that the early retirement date is prior to his normal retirement date.

DEATH

Before Retirement: If the beneficiary is eligible for Survivor Income Plan Benefits, no additional benefits are payable. If ineligible for Survivor Income Benefits the beneficiary shall receive the accumulated employee contributions, if any, plus interest.

After Retirement: The normal pension is payable for life and guaranteed for 10 years (120 monthly installments). Optional forms of payments are available — life only, 5 year guarantee, **Joint and Survivor**.

Termination: After age 45 and 10 years of continuous service, a terminating member is entitled to a deferred pension payable at his Normal Retirement Date equal to his full accrued pension under the plan to his date of termination, or is entitled to transfer to a locked-in

Registered Retirement **Savings** Plan the **equivalent** value of his full accrued pension under the Plan. A **terminating** member who does not **qualify** for a deferred pension will receive a refund of his contributions, if any, plus interest.

CONTRIBUTIONS

Effective January 1, 1984 employees **are** neither required nor permitted to make contributions to the Plan

The Company shall pay the cost of the **Plan** plus the cost of administration.

BENEFITS

- a) effective November 1, 1990, the monthly pension for credited service prior to January 1, 1986 shall be increased to \$23.00,
- b) effective June 23, 1986, the monthly pension for credited service from January 1, 1986 to December 31, 1989 shall be increased to \$26.00
- c) effective July 1, 1991, the monthly pension for credited service from January 1, 1990 shall be increased to \$29.00

Benefits provided by a member's voluntary contributions to the prior Dominion Stores Limited plan are in addition to the above benefits.

Credited service shall be limited to a maximum of 35 complete years.

ADMINISTRATION AND FUNDING

The Company shall administer the Plan and shall decide **all matters** pertaining to the management of the pension fund, **unless** otherwise changed by the Parties in the Trust Agreement.

JOINT TRUST

The Company and the Union met for the purpose of establishing a Joint Trust, and the trusteeship **was** implemented by June 23, 1989.

The Managements Rights Clause — The Agreement is to be amended to give the Company the right to "retire an employee at normal retirement age". In particular, the Agreement is also to contain the following clause:

"It is agreed that the retirement of an employee at normal retirement age, or earlier if he exercises such option shall not be a violation of **this** agreement or of any provincial anti-discriminatory legislation except as provided for in such legislation."

Sincerely,
T.A. Zakrewski
Vice President,
Industrial Relations

TAZ:pem

The foregoing is hereby
acknowledged and agreed to
on behalf of:

Local 414

DAN GARVEY

Locals 429, 545, 579,
582 and 915.

ROBIN W. McARTHUR

LETTER OF UNDERSTANDING

R E BENEFITS

Mr. Dan Garvey,
Local Director,
R. W. D. S. U., Local 414,
15 Gervais Drive,
Don Mills, Ontario.
M3C 1Y8

Mr. Robin McArthur,
International Representative
R. W. D. S. U., Locals 429, 545,
579, 582 and 915.
58 Lisgar Street,
Sudbury, Ontario.
P3E 3L7

Dear Sirs:

This will reconfirm the understanding relating to the currency of the Collective Agreement dated October 11, 1990, with respect to Group Insurance, Long Term Disability, and Survivor's Income.

1. GROUP INSURANCE PLAN

- 74 075400
075425
- (a) **Weekly Indemnity Benefits** will be 75% of weekly base rate, to a maximum of \$400.00 a week. (\$425.00 per week, effective January 1, 1991).
- (b) **Optical Benefits** will be a maximum of \$80.00 (\$100.00 effective January 1, 1991) in any two (2) consecutive calendar years. The optical benefit will pay the cost of a customary and reasonable basis for frames, lenses and fitting of prescription glasses recommended as necessary by a physician (M.D.) or optometrist. ✓
- (c) **Chronic Care Benefits** will provide coverage up to a maximum of \$13.00 a day in excess of the amount paid by O.H.I.P. for room, board and normal nursing care provided in a Licensed Nursing Home or Clinic for convalescent or chronic care, but excluding custodial care. ✓

2. SURVIVOR INCOME BENEFIT PLAN

The Company will pay the full cost of the benefit for eligible employees.

3. LONG TERM DISABILITY PLAN

- 700-100
- (a) The Company will pay the full cost of the benefit for eligible employees. An employee receiving L.T.D. benefits will not have such benefits reduced as a result of income from other benefit plans to which he may be entitled, with the exception of the following:

- (1) C.P.P. or Q.P.P.
- (2) Any other government plan of **insurance** to which the Company is required to contribute by law.

The maximum weekly benefit under the L.T.D. **Plan** will be \$400.00. **Effective November 7, 1988**, the maximum monthly benefit under the L.T.D. **Plan** will be ~~\$1800.00~~ for employees who apply for L.T.D. benefits on or after November 7, 1988, to be increased to a maximum benefit of \$1,900.00 per month for employees who apply and first **become** eligible for LTD after 1.1.91, and on the same **basis**, a **maximum** of \$1,950.00 per month, effective 1.1.92.

- (b) Employees receiving L.T.D. **benefits** will continue to accrue pension benefits **as long as they are** receiving L.T.D. benefits.
- (c) The Company **will** maintain the following benefits for employees receiving L.T.D. benefits **O.H.I.P., ~~Semi-Private Hospital~~, Life Insurance, Drug Plan, Optical Plan, and Chronic Care**. However, such employees **will** not have A.D. & D. coverage, nor **will they** receive payment for statutory holidays, vacation allowance or Christmas Bonus.

4. RETIREMENT LIFE INSURANCE

Employees who, at the time of their normal retirement, have twenty **(20)** years of continuous service with the Company, **will** retain the following coverage **under** Group Insurance Plan:

- (a) \$4,000 Life Insurance.
- (b) Semi-Private Hospital Coverage.
- (c) Prescription Drug **Benefit**.

5. TAXABLE BENEFIT COVERAGE

In a situation where a spouse provides taxable benefit coverage to an employee, an employee can elect to **opt** out of such benefit coverage otherwise provided by **the** Company.

Should such employee subsequently wish to re-enrol, he may do so by notifying the **Records** and **Benefits** Department.

6. DENTAL BENEFITS COVERAGE (Locals 429, 545, 579, 582 and 915)

- (a) **The** Company agrees to pay the full **premium** for the employee's **personal** and dependent coverage under the Company Dental Insurance Plan.

- (b) The Company agrees to pay the full premium cost for the employee's ~~personal~~ coverage under the Company Dental Insurance ~~Plan~~ applicable to part-time employees with three (3) or more years' continuous service.
- (c) Coverage shall be based on the 1986 O.D.A. Fee Schedule.
- (d) The dental coverage for employees in those stores represented by locals of the Northern Joint Council, shall be discontinued on a date to be agreed upon by the Company and the Union, and replaced with coverage through the Ontario Retail Employees Dental Benefit Trust Fund. In keeping with this change over, those employees of said stores whose rates are "red-circled", shall have their rates reduced by (.05¢) cents per hour.

7. SAFETY & EDUCATION TRUST FUND

The Company agrees to make a contribution to the Safety and Education Trust Fund of one (.01¢) cents per hour effective 1.1.91. and a further one (.01¢) cents per hour effective 6.30.91, for all regular hours worked by full-time and part-time employees. The Company shall forward the contribution every four (4) weeks to the Union and shall include a list of employees, and the number of regular hours paid and worked by each employee during each four (4) week period. Notwithstanding, the contribution with regard to regular hours worked in stores represented by the Northern Joint Council shall be forwarded to the office of the Northern Joint Council.

Sincerely,
T.A. Zakrewski
Vice President,
Industrial Relations

TAZ:pem

The foregoing is hereby
acknowledged and agreed to
on behalf of:

Local 414

DAN GARVEY

Locals 429, 545, 579,
582 and 915.

ROBIN W. McARTHUR

LETTER OF UNDERSTANDING
R E ABSENCE FROM WORK PAY

Mr. Dan Garvey,
Local Director,
R.W.D.S.U., Local 414,
15 Gervais Drive,
Don Mills, Ontario.
M3C 1Y8

Mr. Robin McArthur,
International Representative
R.W.D.S.U., Locals 429, 545,
579, 582 and 915.
58 Lisgar Street,
Sudbury, Ontario.
P3E 3L7

Dear Sirs:

This will reconfirm the understanding relating to the currency of the Collective Agreement dated October 11, 1990 with respect to the Application of Article 16.

The following letter of instructions regarding "Absence from Work Pay" will be **reissued** from time to time.

LETTER OF INSTRUCTIONS
REGARDING "ABSENCE FROM WORK PAY"

In order to qualify for absence from work pay, an employee must comply with **all** the **terms** and conditions **set** out in Article 16 of the Collective Agreement; failure to do **so can** render an employee ineligible for such benefits.

To assist you in understanding and complying with the **terms** and conditions of Article 16, the Company and the Union wish to bring the following **instructions** to your attention:

16.03 Employees must **PERSONALLY NOTIFY** their **Store** Manager of **their** absence;

(b) the **only exception** to this is where the employee is physically incapable of doing so — then he may have a responsible person (not a child) call on his **behalf**.

The employee must **ask** for the Store Manager when **reporting** his absence and not leave a message with the person who answers the telephone. If **the** Manager is not available, the employee is to **ask** for the "Manager's Appointee" and inform **him** of **his** absence.

The employee must give the Store Manager a specific reason for his absence

Not only must the employee inform the Manager of how he may be contacted during his absence, but he must respond to such contacts. To be unavailable at the phone number or address given — or to fail to return a *call* left in his absence may make an employee ineligible for benefits.

These instructions have been issued and approved by both the Company and the Union.

Sincerely,
T.A. Zakrewski
Vice President,
Industrial Relations

TAZ:pem

The foregoing is hereby
acknowledged and agreed to
on behalf of:

Local 414

DAN GARVEY

Locals 429, 545, 579,
582 and 915.

ROBIN W. McARTHUR

ADDENDUM

The following **outlines** the Company's Policy regarding Sexual Harassment. ~~This is a Corporate policy not subject to negotiation~~

POLICY PROHIBITING SEXUAL HARASSMENT

Because harassment in the workplace on the basis of **sex** violates both Company Policy and the law, the Company **will** not tolerate such misconduct. Every **person** who is an employee **has** a right to freedom from harassment in the workplace because of sex by **his** or her employer or agent of the employer or **by** another employee.

Every **person** has a right to be free from

- (a) a **sexual** solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the **person** where the person **making** the solicitation or advance knows or ought reasonably to know ~~that~~ it is unwelcome; or
- (b) a reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or **threatened** by a **person** in a position **to confer**, grant or deny a benefit or advancement to the **person**.

If you **perceive** that you have experienced **sexual** harassment, **you** should **report** the incident immediately to your supervisor or **his** superior, and/or the Personnel Manager, who **will** accept complaints in **confidence** and **perform** the necessary investigation. The Company fully intends to abide **by** the law and will, **as** required, take appropriate action to stop and remedy any such conduct. Any person found in violation of **this** policy **will** be subject to disciplinary action, up to **and** including **dismissal**.

WAGE CARD FOR AGREEMENT NO. 0426603

JURISDICTION		SETTLEMENT DATE:	901012	
FED	AGREEM. EFFEC. DATE:	901011	WAGE EFFECTIVE DATE:	900701
PROV X	AGREEM. EXP. DATE:	920627	WAGE REOPENER DATE:	
PSSRA	NO. OF EMPLOYEES:	6000		
		STAGE OF SETTLEMENT:	NED	
		DUR. OF NEGOTIATION:	07	

SIC: 631
 COMPANY: New Dominion Stores (Div. of A. & P. Co.)
 UNION: Retail, Wholesale and Department Store Union
 LOCATION: Province-Wide, Ont.

COLA: NONE X DELETED EXISTS INACTIVE

COMMENTS:
 > AMENDMENT - ADJUST BASE RATE INCREASES AND DATES TO ACCORD WITH AGREEMENT

OCCUP.: CLERK A - FULL-TIME - 30 MONTHS
 HOURS WORKED: 37.00
 PREV. NEG. BASE RATE: 14.200 + COLA FOLD-IN AMT: (0.000) = 14.200

DATE	RATE	%	DATE	RATE	%	DATE	RATE	%
900701	14.200	0.00	901011	15.200	7.04	910101	15.940	4.87
910630	16.940	6.27		0.000	0.00		0.000	0.00

WAGE INCREASES:
 > SECOND YEAR INCREASE EFFECTIVE 910630
 > BASE RATE APPLIES TO FULL-TIME EMPLOYEE HIRED PRIOR TO 780917

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

*** CURRENT COLA INFORMATION ***

CPI TYPE: > # OF CALC.: COMP. FO.:
 COLA TYPE:
 >
 >
 TRIGGER: >
 CAP: >
 COMP. PER.:
 >
 >
 FOLD-IN DTS: >
 OTHER:
 >
 >
 >

1991

New Dominion Stores, various locations and Retail, Wholesale, and Department Store Union, locals 414, 429, 545/579, 582 and 915 (AFL-CIO/CLC) (6 000 employees): A 24-month renewal agreement effective from July 1, 1990, to June 27, 1992, settled in October at the mediation stage. Duration of negotiations - 7 months.

Wages:	Effective	July 1/90	June 30/91	Dec. 29/91
	General Increases*			
	Full-time Employee	\$1.00	\$1.00	
	Part-time Employee	\$1.00	40¢	40¢

* Payable to all employees on strength as of date of ratification.

Hourly Rates
(Maximum)

Full-time Employees

Clerk "A", incl. ✓	\$15.02 ✓	\$16.02 ✓	
Cashier (Hired after Sept. 17/78) ✓	(\$14.02) ✓		
Meat Cutter	\$16.42 (\$15.42)	\$17.42 ✓	

Part-time Employees

Students and Non-students

Hired Prior to Sept. 17/78	\$12.52 (\$11.52)	\$12.92	\$13.32
Hired Prior to Sept. 22/86	\$12.47 (\$11.47)	\$12.87	\$13.27 ✓

Cost-of-Living Allowance:

Full-time employees - \$125 per quarter.
Part-time (new) - 10¢ per hour, paid on a quarterly basis for the last 6 quarters of the agreement.

Hours of Work:

Full-time - 37 per week (unchanged).
Part-time - Effective 2 weeks after date of ratification, employees with 8 years of service, a minimum of 22 hours per week and with 10 years, a minimum of 23 (new); with 5 years, a minimum of 20 hours per week (unchanged).

Sunday Work:

To be voluntary (new) - Should Sunday work be legalized, the parties agree to renegotiate the Sunday work premium (unchanged).

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