

THIS AGREEMENT entered into on February 27, 2005

Between

NEW DOMINION STORES, a division of
The Great Atlantic & Pacific Company of Canada, Limited

hereinafter called "The Company"

and

MAY 26 2005
COLLECTIVE BARGAINING
INFORMATION SERVICES

LOCAL 414 OF THE NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS' UNION OF CANADA (CAW 414)

RECEIVED
27/03/05

FILE No.	631-139	
CERT. FILE		
CERT. DATE		
TOTAL EMPS	8,500	
EFF. DATE	11-JUL-04	
EXP. DATE	07-JUL-07	
CODING CONTROL	DATE	CODER
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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, Collingwood, Orillia, Penetang, Orangeville, Brockville, Smiths Falls, Morrisburg, Perth, Prescott, Cornwall, Arnprior, Renfrew, Gananoque, Ottawa, Kingston.

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; 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; 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.

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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 27th day of February, 2005 and shall remain in effect until the 7th day of July, 2007 and thereafter until terminated or amended **as** hereinafter provided.
- 1.02 If either party desires to terminate or amend this Agreement on the 7th day of July, 2007, 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

- 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.
- (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 purposes 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.

2.04 Seniority shall be effective only after an employee has completed a probationary period of thirty (30) 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.

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. The Company shall supply the Area Union Offices on a quarterly basis with a list which shows the employees' names, addresses and telephone numbers currently on file, as well as store number and full-time/part-time status.

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 in Clause (g) 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", Meat Cutter, Journeyman Baker, 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 - 239,321
Class 2: over 239,321

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", Decorator.

For the purposes of this clause, employees classified by volume shall include Grocery Manager, Meat Manager, Produce Manager, Bakery Manager, Head Cashier, Bookkeeper and Deli Manager.

- (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 up to seventy two (72) 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) A full-time employee reduced to part-time because of layoff or demotion, 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 file.

- (h) 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 supersede 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) Employees who fill assignments, as defined above, will be temporarily recalled to full-time status with the benefits outlined below. At the end of the relief period, the employee will be returned to part-time status and continue to work out the recall period, which will not be altered as a result of the relief assignments. In the event an assignment exceeds the time limits outlined in Appendix "C", Article 10.09 (b), the position will be filled in accordance with Article 2.09.

- (i) O.H.I.P. For each week of relief as defined above, he 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) Vacation Pay For each week of relief as defined above, he will be paid according to the following formula:

2% times the number of eligible weeks for that employee times his gross pay for that week.
- (iii) Christmas Bonus A laid off employee with recall rights will be paid a Christmas bonus which is the greater of:
 - (a) A bonus prorated on the total number of weeks he works 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 original continuous starting date in regard to his part-time employment.

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, intimidation, restraint, penalty, or discrimination against any employee by reason of his membership or activities, or lack of activities, on behalf of the Union or because of 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.

2.16 Applications for training will be available to the employees upon request, and may be submitted to the District Manager at any time. Should the Company decide to train a full-time employee within a store to perform the duties of a different job classification, or in a different area of experience within a job classification (namely, cash, meat wrapping, deli, bakery, snack bar, produce, grocery, seafood, scanning), it shall assign such training to the senior employee of the store concerned who has an application on file specific to the classification or area of experience being trained, providing the applicant has the qualifications and ability to warrant the training. Such application will be valid for a one (1) year period. Nothing in this Article shall be construed to circumvent the provisions of Article 3 - Promotions.

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 Labour Relations Department 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 January 31st each year, 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 F

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 for seven (7) days, 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 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 requests 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 requests 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 twenty-four (24) 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 Labour Relations Department 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 twenty-four (24) months).

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.

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) 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) The Company will grant pregnancy leave and/or parental leave, without pay, in accordance with the Employment Standards Act (E.S.A.) of Ontario to those employees who make application on forms supplied by the Company.
- (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 certificate 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.

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 or 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 requires additional time off, the Parties will meet to discuss an extension of the leave of absence.

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 CAW, Local 414. 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 Agreement **shall** be composed of up to eight **(8)** employees all of whom **must** have at least twelve (12) months' continuous service with the Company **at** the time of their appointment.
- 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-four **(24)** employees, all **of** whom must have at 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 a one (1) day 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 members 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 (payment to a maximum of two (2) grievance committee members who attend an arbitration hearing, as identified by the Union).

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 he 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 administration, 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.
 - (d) Disciplinary warnings and/or reprimands which predate a disciplinary action by more than twenty-four (**24**) months shall not be adduced in evidence against an employee in any subsequent disciplinary proceeding in which the employee is involved, providing there have been no other related disciplinary problems during the period in question.
- 7.1 ■ 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 agreement 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 re-informed 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 employee 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 may desire. However, the Company agrees that prior to a new job being established it will 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 no 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. IIP IN THE UNION

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 thirty (30) 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 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 thirty (30) 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

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 274 Alliance Road, #1, Milton, Ontario, L9T 2V2.

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 requirements 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.
- (d) Should the employment of a full-time employee be terminated as a result of death, retirement, resignation, discharge for cause which is not in dispute, or voluntary reduction to part-time, **but** not as a result of lay-off or store closing or any termination in the Meat Cutter classification which shall be governed by Appendix 'B', Article 4, or in the event the minimum number of full-time employees is less than the provisions outlined in 12.12 of this Agreement, the resulting vacancy shall be filled within one month from among full-time employees on lay-off with recall rights who were hired prior to November 1, 1994 and provided they have the skill and ability to do the job in a competent manner.

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:

	<u>Mon.</u>	<u>Tues.</u>	<u>Wed.</u>	<u>Thurs.</u>	<u>Eri.</u>
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

(6 - 1 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.
- 12.12 Subject to Article 12.01 (d) of this Agreement, there shall be a minimum **of** one full-time employee for each twenty thousand, eight hundred and seventy seven (\$20,877) dollars of weekly sales per week, based on the average total store sales in the aggregate over the previous four **(4)** calendar quarters. The volume figure will be adjusted once per annum to reflect the Consumer Price Index.
- (i) Initially, until there are four post-ratification calendar quarters, staffing will be based on a review of accumulating calendar quarters, starting **with** the first complete quarter following the ratification of this Agreement.
 - (ii) Any adjustments in accordance with this minimum provision shall be completed within two (2) weeks following the end of each calendar quarter.
 - (iii) Aggregate store sales shall be reduced to reflect any store closures that may arise, and shall not include sales in stores listed in Appendix " E of this Agreement.
 - (iv) The provisions of Article 12.12 shall apply to full-time employees hired after November 1, 1994, who shall not be covered by the provisions of Article 12.01 to 12.11 above. For further clarity, Article 12.12 shall not apply to full-time employees hired prior to November **1**, 1994, whose full-time standing or lay-off from full-time shall be governed by other provisions of the Collective Agreement.

13 EMPLOYEES OTHER THAN UNION MEMBERS

- 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 \$143,746 volume, and Assistant Store Managers in stores of less than \$164,297 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 and major remodels or relines, the making and placement of signs, the placement of shelf tickets, and the ordering of product. This 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 \$246,497 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 \$164,297 volume.
- Two (2) Assistant Store Managers in stores open five (5) or six (6) evenings per week and \$164,297 or over in sales volume.
- Up to three (3) Assistant Store Managers in stores open for customer shopping twenty-four (24) hours per day and \$424,467 or over in sales volume.
- Up to four (4) Assistant Store Managers in stores with sales volumes in excess of \$600,000 per week.
- 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. §' |

- 14.01 Except as set out below, no Suppliers' Representatives 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 CAW, Local 414.
- 14.02 Exceptions:
- (a) Suppliers' Representatives may check the codes on their products and rotate 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) Suppliers' Representatives may erect display material for periodic special promotions, but will not fill or refill the actual product involved.
- (d) Suppliers' Representatives may stock chips, greeting cards and books, and sales representatives of Fireco Sales Limited or its successors may stock their products.
- (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 of 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.

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

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 can call 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 dismissal.

17. COMPENSATION FOR _____ 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 W.S.I.B. 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.S.I.B. Rehabilitation Counsellor, the Health & Safety Department, the District Manager or his appointee, and the employee concerned. The Company will supply to the Union a written copy of the modified work plan for each employee on a temporary modified work program.

- 17.02** W.S.I.B. 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.
- 17.03** The Company shall supply to the Union each month a listing of the names of those employees who have filed for W.S.I.B. benefits during that month, and identify thereon those claims, if any, that are being contested.

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.
- 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

The Company agrees to contribute to the "Retail Wholesale Canada Multi-Employer 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 "Retail Wholesale Canada Multi-Employer Dental Benefit Trust Fund" is twenty-nine (29¢) cents per regular hour worked, not to include overtime.

The Trust Fund will be administered by a Board of Trustees made up of an 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, Spouse as defined in law, Son, Daughter, Brother, Sister, Mother-in-Law, and Father-in-Law, Sister-in-Law, Brother-in-Law, Grandmother, Grandfather and Grandchildren.
- 20.02 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.
- 20.03 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.
- 20.04 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 (6) 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.
- 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.
- 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' continuous service on or before May 1st in any calendar year shall receive four (4) weeks' vacation with pay in that calendar year. Two (2) of the four (4) weeks 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 that 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 whose employment is terminated will be granted vacation pay as follows:

Less than	5 years	-	4% of earnings for work performed
5 years to	9 years	-	6% of earnings for work performed
9 years to	16 years	-	8% of earnings for work performed
16 years to	23 years	-	10% of earnings for work performed
23 years and over		-	12% of earnings for work performed

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 March 1st, 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 April 1st.
- 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.
- 21.18 Prior to going on vacation, an employee shall be advised of his first scheduled shift to be worked on completion of his vacation.

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 forty (\$40.00) dollars on a pro-rata basis, but not less than twenty (\$20) dollars in a week, on his weekly rate of pay during the time he works at the **job** in the higher classification. If an employee relieves for a full week in which a specified holiday falls, the relief premium shall not be prorated. However, in no case will the employee receive more than the top rate for the classification. In the application of this 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.
- 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. M/ EI

- 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

- 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. TRANSPORT ION/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. A car allowance will be paid at the rate of thirty (30¢) cents per kilometre for the additional distance 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.
- 28.06 An employee who desires a transfer to another store covered by this Collective Agreement may write a letter to the Labour Relations Department 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 accommodate 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 Labour Relations Department 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

- 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 OF SUBPOENAED OWN WITNESS

- 31.01 When an employee with three (3) months' continuous full-time 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 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 falls 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

35.01 As set out in the Letter of Understanding dated February 27, 2005.

FOR THE UNION
CAW, Local 414

FOR THE COMPANY, New Dominion Stores,
a division of the Great Atlantic &
Pacific Company of Canada, Limited

Allison
Joe Tremblay
Pete Newman
John Joseph
Greg

Al
A.A.

Date Signed: _____

Date Signed: MAY 3, 2005

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

1. WORK WEEK

- 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 a 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) Up to three (3) times 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 last 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 clock.

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 (6:15) p.m. when the store is open for business or six thirty (6:30) 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 basis 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 **(6)** 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, will 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 4:30 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 requests 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.
- 3.02 All hours worked on days which are not on an employee's regular daily schedule 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. Notwithstanding the foregoing, all hours worked on Sunday shall be paid for in accordance with the following, with a minimum of three (3) hours' work or three (3) hours' pay for that day. A premium of \$1.60 shall be paid for all hours worked on Sunday, which are related to the store opening for business. For further clarity, "all hours worked on Sunday which are related to the store opening for business" includes hours on Sunday morning worked by the night crew, and hours worked up to two (2) hours before store opening and one (1) hour after store closing. All other hours worked on Sunday, when a store opens for business, shall be paid at one and one-half (1-1/2) times an employee's regular straight time hourly rate, and all hours worked on a Sunday when a store does not open for business shall be paid at two (2) times an employee's straight time hourly rate. Work performed on Sunday shall be voluntary for employees hired prior to January 13, 2002. The Sunday premium of \$1.60 per hour shall not be payable to employees who are hired full time after February 27, 2005, or, are advanced to full-time with a part-time start date after February 27, 2005.
- 3.03 All hours worked on all holidays as listed in Article 7 below shall be paid for at the rate of one and one-half (1 1/2) times (two (2) times if the store was not open for business on the holiday) the regular hourly rate plus the holiday pay, with a minimum of three (3) hours' work or three (3) hours' pay for that day. Employees will be paid for authorized work performed on Civic Holiday at their regular straight time hourly rate of pay (two (2) times if the store was not open for business on the Civic Holiday), in addition to any holiday pay to which they may be entitled. This Clause shall not apply to the checking of heating and refrigeration on nonworking days.
- 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 ~~cooperate~~ fully 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 thirty (\$30.00) 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.

4. SHIFT PREMIUMS
EMPLOYEES OTHER THAN BAKERY PRODUCTION EMPLOYEES ONLY

- 4.01 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. An employee will **also** be paid such premium for all hours worked after 10:00 p.m. for any shift that **starts** before 10:00 p.m.
- 4.02 An employee who has custody of the store keys and is in charge of the store during the night shift as described in Article 2.06 above, will be paid a premium of one (\$1.00) dollar 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.
- 4.03 **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

- 4.04 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.

4.05 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.

4.06 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 4.02 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.

5. REST PERIODS

5.01 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.

5.02 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.

6. MEAL PERIODS

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

6.02 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.

6.03 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 dinner periods in the same order as they are scheduled for the commencement of their shift.

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

7. HOLIDAYS

7.01 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	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

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.

7.02 An employee who has completed three (3) months of service will be granted a personal holiday once during each calendar year at a time mutually agreed upon between the Store Manager and the employee concerned. The personal holiday must be taken by 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 qualifies, 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.

7.03 In addition to the holidays listed in the Agreement, if 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.

7.04 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 and/or justifiable reason.

7.05 In weeks in which a holiday as listed in Article 7.01 or 7.02 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 7.01 above are observed, the workweek will be reduced to twenty-one (21) hours (3 days of 7 hours each).

8. TIMECARDS

8.01 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

8.02 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

WAGE SCHEDULES

1.01 RATES OF PAY

	EFFECTIVE JULY 11, 2004		EFFECTIVE JULY 10, 2005		EFFECTIVE JULY 9, 2006	
	WEEKLY	HOURLY	WEEKLY	HOURLY	WEEKLY	HOURLY
<u>Clerk A</u>						
Pre 11.2.97	733.34	19.82	742.59	20.07	753.69	20.37
Pre 9.17.78	740.74	20.02	749.99	20.27	761.09	20.57
<u>Clerk B</u>						
Pre 11.2.97	733.34	19.82	742.59	20.07	753.69	20.37
Pre 9.17.78	740.74	20.02	749.99	20.27	761.09	20.57
<u>Grocery or Produce Chief Clerks</u> (Stores over \$213,926 only)						
Start	542.79	14.67	552.04	14.92	563.14	15.22
3 Months	580.16	15.68	589.41	15.93	600.51	16.23
6 Months	619.01	16.73	628.26	16.98	639.36	17.28
9 Months	657.86	17.78	667.11	18.03	678.21	18.33
12 Months	749.62	20.26	758.87	20.51	769.97	20.81
<u>Meat Cutters</u>						
Pre 11.2.97	759.24	20.52	768.49	20.77	779.59	21.07
<u>Meat Chief Clerks</u> (Stores over \$213,926 only)						
Start	565.36	15.28	574.61	15.53	585.71	15.83
3 Months	605.69	16.37	614.94	16.62	626.04	16.92
6 Months	646.76	17.48	656.01	17.73	667.11	18.03
9 Months	687.83	18.59	697.08	18.84	708.18	19.14
12 Months	777.74	21.02	786.99	21.27	798.09	21.57
<u>Journeyman Bakers</u>						
Pre 11.2.97	753.69	20.37	762.94	20.62	774.04	20.92
<u>Bakery Chief Clerks</u> (in Dept. over \$12,960 only)						
Start	563.51	15.23	572.76	15.48	583.86	15.78
6 Months	643.80	17.40	653.05	17.65	664.15	17.95
12 Months	773.67	20.91	782.92	21.16	794.02	21.46
<u>Decorators</u>						
Pre 11.2.97	749.62	20.26	758.87	20.51	769.97	20.81
<u>Grocery Manager</u> \$82,179 - \$123,226						
Start	564.25	15.25	573.50	15.50	584.60	15.80
3 Months	604.95	16.35	614.20	16.60	625.30	16.90
6 Months	644.91	17.43	654.16	17.68	665.26	17.98
9 Months	685.98	18.54	695.23	18.79	706.33	19.09
12 Months	776.63	20.99	785.88	21.24	796.98	21.54

	EFFECTIVE JULY 11, 2004		EFFECTIVE JULY 10, 2005		EFFECTIVE JULY 9, 2006	
	WEEKLY	HOURLY	WEEKLY	HOURLY	WEEKLY	HOURLY
<u>Grocery Mananer</u>						
\$123,227 - \$184,835						
Start	569.80	15.40	579.05	15.65	590.15	15.95
3 Months	609.76	16.48	619.01	16.73	630.11	17.03
6 Months	650.83	17.59	660.08	17.84	671.18	18.14
9 Months	692.27	18.71	701.52	18.96	712.62	19.26
12 Months	784.40	21.20	793.65	21.45	804.75	21.75
<u>Grocery Manager</u>						
\$184,836 - \$277,683						
Start	574.61	15.53	583.86	15.78	594.96	16.08
3 Months	616.05	16.65	625.30	16.90	636.40	17.20
6 Months	657.49	17.77	666.74	18.02	677.84	18.32
9 Months	699.67	18.91	708.92	19.16	720.02	19.46
12 Months	791.80	21.40	801.05	21.65	812.15	21.95
<u>Grocery Manager</u>						
\$277,684 - \$416,519						
Start	581.27	15.71	590.52	15.96	601.62	16.26
3 Months	622.34	16.82	631.59	17.007	642.69	17.37
6 Months	664.52	17.96	673.77	18.21	684.87	18.51
9 Months	707.44	19.12	716.69	19.37	727.79	19.67
12 Months	799.57	21.61	808.82	21.86	819.92	22.16
<u>Grocery Mananer</u>						
\$416,520 - \$624,624						
Start	587.19	15.87	596.44	16.12	607.54	16.42
3 Months	629.74	17.02	638.99	17.27	650.09	17.57
6 Months	672.29	18.17	681.54	18.42	692.64	18.72
9 Months	714.84	19.32	724.09	19.57	735.19	19.87
12 Months	807.71	21.83	816.96	22.08	828.06	22.38
<u>Grocery Mananer</u>						
Over \$624,624						
Start	594.59	16.07	603.84	16.32	614.94	16.62
3 Months	637.14	17.22	646.39	17.47	657.49	17.77
6 Months	679.69	18.37	688.94	18.62	700.04	18.92
9 Months	722.61	19.53	731.86	19.78	742.96	20.08
12 Months	815.11	22.03	824.36	22.28	835.46	22.58
<u>Produce Manager</u>						
\$16,475 - \$24,709						
Start	564.25	15.25	573.50	15.50	584.60	15.80
3 Months	604.95	16.35	614.20	16.60	625.30	16.90
6 Months	644.91	17.43	654.16	17.68	665.26	17.98
9 Months	685.98	18.54	695.23	18.79	706.33	19.09
12 Months	776.63	20.99	785.88	21.24	796.98	21.54
<u>Produce Mananer</u>						
\$24,710 - \$37,009						
Start	569.80	15.40	579.05	15.65	590.15	15.95
3 Months	609.76	16.48	619.01	16.73	630.11	17.03
6 Months	650.83	17.59	660.08	17.84	671.18	18.14
9 Months	692.27	18.71	701.52	18.96	712.62	19.26
12 Months	784.40	21.20	793.65	21.45	804.75	21.75

<u>Produce Manager</u> \$37,010 - \$55,621	<u>EFFECTIVE</u> <u>JULY 11, 2004</u>		<u>EFFECTIVE</u> <u>JULY 10, 2005</u>		<u>EFFECTIVE</u> <u>JULY 9, 2006</u>	
	<u>WEEKLY</u>	<u>HOURLY</u>	<u>WEEKLY</u>	<u>HOURLY</u>	<u>WEEKLY</u>	<u>HOURLY</u>
Start	574.61	15.53	583.86	15.78	594.96	16.08
3 Months	616.05	16.65	625.30	16.90	636.40	17.20
6 Months	657.49	17.77	666.74	18.02	677.84	18.32
9 Months	699.67	18.91	708.92	19.16	720.02	19.46
12 Months	791.80	21.40	801.05	21.65	812.15	21.95

<u>Produce Manager</u> \$55,622 - \$83,433	<u>EFFECTIVE</u> <u>JULY 11, 2004</u>		<u>EFFECTIVE</u> <u>JULY 10, 2005</u>		<u>EFFECTIVE</u> <u>JULY 9, 2006</u>	
	<u>WEEKLY</u>	<u>HOURLY</u>	<u>WEEKLY</u>	<u>HOURLY</u>	<u>WEEKLY</u>	<u>HOURLY</u>
Start	581.27	15.71	590.52	15.96	601.62	16.26
3 Months	622.34	16.82	631.59	17.007	642.69	17.37
6 Months	664.52	17.96	673.77	18.21	684.87	18.51
9 Months	707.44	19.12	716.69	19.37	727.79	19.67
12 Months	799.57	21.61	808.82	21.86	819.92	22.16

<u>Produce Manager</u> \$83,434 - \$125,142	<u>EFFECTIVE</u> <u>JULY 11, 2004</u>		<u>EFFECTIVE</u> <u>JULY 10, 2005</u>		<u>EFFECTIVE</u> <u>JULY 9, 2006</u>	
	<u>WEEKLY</u>	<u>HOURLY</u>	<u>WEEKLY</u>	<u>HOURLY</u>	<u>WEEKLY</u>	<u>HOURLY</u>
Start	587.19	15.87	596.44	16.12	607.54	6.42
3 Months	629.74	17.02	638.99	17.27	650.09	7.57
6 Months	672.29	18.17	681.54	18.42	692.64	8.72
9 Months	714.84	19.32	724.09	19.57	735.19	9.87
12 Months	807.71	21.83	816.96	22.08	828.06	22.38

<u>Produce Manager</u> Over \$125,142	<u>EFFECTIVE</u> <u>JULY 11, 2004</u>		<u>EFFECTIVE</u> <u>JULY 10, 2005</u>		<u>EFFECTIVE</u> <u>JULY 9, 2006</u>	
	<u>WEEKLY</u>	<u>HOURLY</u>	<u>WEEKLY</u>	<u>HOURLY</u>	<u>WEEKLY</u>	<u>HOURLY</u>
Start	594.59	16.07	603.84	16.32	614.94	16.62
3 Months	637.14	17.22	646.39	17.47	657.49	17.77
6 Months	679.69	18.37	688.94	18.62	700.04	18.92
9 Months	722.61	19.53	731.86	19.78	742.96	20.08
12 Months	815.11	22.03	824.36	22.28	835.46	22.58

<u>Meat Manager</u> \$27,383 - \$41,075	<u>EFFECTIVE</u> <u>JULY 11, 2004</u>		<u>EFFECTIVE</u> <u>JULY 10, 2005</u>		<u>EFFECTIVE</u> <u>JULY 9, 2006</u>	
	<u>WEEKLY</u>	<u>HOURLY</u>	<u>WEEKLY</u>	<u>HOURLY</u>	<u>WEEKLY</u>	<u>HOURLY</u>
Start	593.48	16.04	602.73	16.29	613.83	16.59
3 Months	634.92	17.16	644.17	17.41	655.27	17.71
6 Months	676.73	18.29	685.98	18.54	697.08	18.84
9 Months	718.17	19.41	727.42	19.66	738.52	19.96
12 Months	810.67	21.91	819.92	22.16	831.02	22.46

<u>Meat Manager</u> \$41,076 - \$61,605	<u>EFFECTIVE</u> <u>JULY 11, 2004</u>		<u>EFFECTIVE</u> <u>JULY 10, 2005</u>		<u>EFFECTIVE</u> <u>JULY 9, 2006</u>	
	<u>WEEKLY</u>	<u>HOURLY</u>	<u>WEEKLY</u>	<u>HOURLY</u>	<u>WEEKLY</u>	<u>HOURLY</u>
Start	599.77	16.21	609.02	16.46	620.12	16.76
3 Months	641.21	17.33	650.46	17.58	661.56	17.88
6 Months	683.39	18.47	692.64	18.72	703.74	19.02
9 Months	725.57	19.61	734.82	19.86	745.92	20.16
12 Months	818.07	22.11	827.32	22.36	838.42	22.66

<u>Meat Manager</u> \$61,606 - \$92,412	<u>EFFECTIVE</u> <u>JULY 11, 2004</u>		<u>EFFECTIVE</u> <u>JULY 10, 2005</u>		<u>EFFECTIVE</u> <u>JULY 9, 2006</u>	
	<u>WEEKLY</u>	<u>HOURLY</u>	<u>WEEKLY</u>	<u>HOURLY</u>	<u>WEEKLY</u>	<u>HOURLY</u>
Start	606.06	16.38	615.31	16.63	626.41	16.93
3 Months	647.87	17.51	657.12	17.76	668.22	18.06
6 Months	690.42	18.66	699.67	18.91	710.77	19.21
9 Months	733.34	19.82	742.59	20.07	753.69	20.37
12 Months	825.84	22.32	835.09	22.57	846.19	22.87

	<u>EFFECTIVE</u> <u>JULY 11, 2004</u>		<u>EFFECTIVE</u> <u>JULY 10, 2005</u>		<u>EFFECTIVE</u> <u>JULY 9, 2006</u>	
	<u>WEEKLY</u>	<u>HOURLY</u>	<u>WEEKLY</u>	<u>HOURLY</u>	<u>WEEKLY</u>	<u>HOURLY</u>
<u>Meat Mananer</u> \$92,413 - \$138,628						
Start	612.35	16.55	621.60	16.80	632.70	17.10
3 Months	655.27	17.71	664.52	17.96	675.62	18.26
6 Months	697.82	18.86	707.07	19.11	718.17	19.41
9 Months	704.74	20.02	749.99	20.27	761.09	20.57
12 Months	833.61	22.53	842.86	22.78	853.96	23.08
<u>Meat Mananer</u> \$138,629 - \$207,940						
Start	619.75	16.75	629.00	17.00	640.10	17.30
3 Months	662.30	17.90	671.55	18.15	682.65	18.45
6 Months	705.22	19.06	714.47	19.31	725.57	19.61
9 Months	745.14	20.14	754.39	20.39	765.49	20.69
12 Months	841.38	22.74	850.63	22.99	861.73	23.29
<u>Meat Mananer</u> Over \$207,940						
Start	626.41	16.93	635.66	17.18	646.76	17.48
3 Months	669.70	18.10	678.95	18.35	690.05	18.65
6 Months	712.99	19.27	722.24	19.52	733.34	19.82
9 Months	755.91	20.43	765.16	20.68	776.26	20.98
12 Months	849.15	22.95	858.40	23.20	869.50	23.50
<u>Deli Mananer</u> (\$8,154 - \$17,342)						
Start	542.79	14.67	552.04	14.92	563.14	15.22
3 Months	580.16	15.68	589.41	15.93	600.51	16.23
6 Months	619.01	16.73	628.26	16.98	639.36	17.28
9 Months	657.86	17.78	667.11	18.03	678.21	18.33
12 Months	773.67	20.91	782.92	21.16	794.02	21.46
<u>Deli Manager</u> (Over \$17,342)						
Start	570.54	15.42	579.79	15.67	590.89	15.97
3 Months	610.87	16.51	620.12	16.76	631.22	17.06
6 Months	651.94	17.62	661.19	17.87	672.29	18.17
9 Months	693.38	18.74	702.63	18.99	713.73	19.29
12 Months	781.44	21.12	790.69	21.37	801.79	21.67
<u>Bakery Mananer</u> Under \$12,960						
Start	599.77	16.21	609.02	16.46	620.12	16.76
3 Months	641.21	17.33	650.46	17.58	661.56	17.88
6 Months	683.39	18.47	692.64	18.72	703.74	19.02
9 Months	725.94	19.62	735.19	19.87	746.29	20.17
12 Months	821.77	22.21	831.02	22.46	842.12	22.76
<u>Bakery Mananer</u> \$12,961 - \$17,447						
Start	606.06	16.38	615.31	16.63	626.41	16.93
3 Months	647.87	17.51	657.12	17.76	668.22	18.06
6 Months	690.42	18.66	699.67	18.91	710.77	19.21
9 Months	733.34	19.82	742.59	20.07	753.69	20.37
12 Months	825.84	22.32	835.09	22.57	846.19	22.87

	<u>EFFECTIVE</u> <u>JULY 11, 2004</u>		<u>EFFECTIVE</u> <u>JULY. 10, 2005</u>		<u>EFFECTIVE</u> <u>JULY 9, 2006</u>	
	<u>WEEKLY</u>	<u>HOURLY</u>	<u>WEEKLY</u>	<u>HOURLY</u>	<u>WEEKLY</u>	<u>HOURLY</u>
<u>Bakery Manager</u>						
\$17,448 - \$29,169						
Start	612.35	16.55	621.60	16.80	632.70	17.10
3 Months	655.27	17.71	664.52	17.96	675.62	18.26
6 Months	697.82	18.86	707.07	19.11	718.17	19.41
9 Months	704.74	20.02	749.99	20.27	761.09	20.57
12 Months	833.61	22.53	842.86	22.78	853.96	23.08
<u>Bakery Manager</u>						
\$29,170 - \$43,757						
Start	619.75	16.75	629.00	17.00	640.10	17.30
3 Months	662.30	17.90	671.55	18.15	682.65	18.45
6 Months	705.22	19.06	714.47	19.31	725.57	19.61
9 Months	745.14	20.14	754.39	20.39	765.49	20.69
12 Months	841.38	22.74	850.63	22.99	861.73	23.29
<u>Bakery Manager</u>						
Over \$43,757						
Start	626.41	16.93	635.66	17.18	646.76	17.48
3 Months	669.70	18.10	678.95	18.35	690.05	18.65
6 Months	712.99	19.27	722.24	19.52	733.34	19.82
9 Months	755.91	20.43	765.16	20.68	776.26	20.98
12 Months	849.15	22.95	858.40	23.20	869.50	23.50
<u>Head Cashier</u>						
\$99,377 - \$198,745						
Start	526.88	14.24	536.13	14.49	547.23	14.79
3 Months	567.21	15.33	576.46	15.58	587.56	15.88
6 Months	605.69	16.37	614.94	16.62	626.04	16.92
9 Months	645.65	17.45	654.90	17.70	666.00	18.00
12 Months	759.24	20.52	768.49	20.77	779.59	21.07
<u>Head Cashier</u>						
\$198,746 - \$337,874						
Start	531.32	14.36	540.57	14.61	551.67	14.91
3 Months	570.17	15.41	579.42	15.66	590.52	15.96
6 Months	610.13	16.49	619.38	16.74	630.48	17.04
9 Months	653.05	17.65	662.30	17.90	673.40	18.20
12 Months	759.24	20.52	768.49	20.77	779.59	21.07
<u>Head Cashier</u>						
\$337,875 - \$446,208						
Start	534.28	14.44	543.53	14.69	554.63	14.99
3 Months	574.24	15.52	583.49	15.77	594.59	16.07
6 Months	617.53	16.69	626.78	16.94	637.88	17.24
9 Months	661.56	17.88	670.81	18.13	681.91	18.43
12 Months	759.24	20.52	768.49	20.77	779.59	21.07

	<u>EFFECTIVE JULY 11, 2004</u>		<u>EFFECTIVE JULY 10, 2005</u>		<u>EFFECTIVE JULY 9, 2006</u>	
	<u>WEEKLY</u>	<u>HOURLY</u>	<u>WEEKLY</u>	<u>HOURLY</u>	<u>WEEKLY</u>	<u>HOURLY</u>
<u>Head Cashier</u>						
Over \$446,208						
Start	538.35	14.55	547.60	14.80	558.70	15.10
3 Months	581.64	15.72	590.89	15.97	601.99	16.27
6 Months	625.67	16.91	634.92	17.16	646.02	17.46
9 Months	666.74	18.02	675.99	18.27	687.09	18.57
12 Months	759.98	20.54	769.23	20.79	780.33	21.09
<u>Bookkeeper</u>						
\$98,283 - \$196,558						
Start	526.88	14.24	536.13	14.49	547.23	14.79
3 Months	567.21	15.33	576.46	15.58	587.56	15.88
6 Months	605.69	16.37	614.94	16.62	626.04	16.92
9 Months	645.65	17.45	654.90	17.70	666.00	18.00
12 Months	777.74	21.02	786.99	21.27	798.09	21.57
<u>Bookkeeper</u>						
\$196,559 - \$334,154						
Start	531.32	14.36	540.57	14.61	551.67	14.91
3 Months	570.17	15.41	579.42	15.66	590.52	15.96
6 Months	610.13	16.49	619.38	16.74	630.48	17.04
9 Months	653.05	17.65	662.30	17.90	673.40	18.20
12 Months	777.74	21.02	786.99	21.27	798.09	21.57
<u>Bookkeeper</u>						
\$334,155 - \$441,298						
Start	534.28	14.44	543.53	14.69	554.63	14.99
3 Months	574.24	15.52	583.49	15.77	594.59	16.07
6 Months	617.53	16.69	626.78	16.94	637.88	17.24
9 Months	661.56	17.88	670.81	18.13	681.91	18.43
12 Months	777.74	21.02	786.99	21.27	798.09	21.57
<u>Bookkeeper</u>						
Over \$441,298						
Start	538.35	14.55	547.60	14.80	558.70	15.10
3 Months	581.64	15.72	590.89	15.97	601.99	16.27
6 Months	625.67	16.91	634.92	17.16	646.02	17.46
9 Months	666.74	18.02	675.99	18.27	687.09	18.57
12 Months	777.74	21.02	786.99	21.27	798.09	21.57
<u>Seafood Operator</u>						
(Dept. over \$8,489 only)						
Start	542.79	14.67	552.04	14.92	563.14	15.22
3 Months	580.16	15.68	589.41	15.93	600.51	16.23
6 Months	619.01	16.73	628.26	16.98	639.36	17.28
9 Months	657.86	17.78	667.11	18.03	678.21	18.33
12 Months	749.62	20.26	758.87	20.51	769.97	20.81
<u>Floral Operator</u>						
(Dept. over \$5,306 only)						
Start	542.79	14.67	552.04	14.92	563.14	15.22
3 Months	580.16	15.68	589.41	15.93	600.51	16.23
6 Months	619.01	16.73	628.26	16.98	639.36	17.28
9 Months	657.86	17.78	667.11	18.03	678.21	18.33
12 Months	749.62	20.26	758.87	20.51	769.97	20.81

1.02 Rates of pay for employees hired after November 2, 1997.

Clerk "A", Clerk "B", Decorator			
	<u>7.11.04</u>	<u>7.10.05</u>	<u>7.9.06</u>
Start	\$12.00		
12 mos.	\$15.50		
24 mos.	\$15.75		
36 mos.	\$16.00	\$16.25	\$16.55
36 mos. (pre 1.13.02)	\$16.90	\$17.15	\$17.45
Meat Cutter and Baker			
	<u>7.11.04</u>	<u>7.10.05</u>	<u>7.9.06</u>
Start	\$12.00		
12 mos.	\$15.75		
24 mos.	\$16.00		
36 mos.	\$16.25	\$16.50	\$16.80
36 mos. (pre 1.13.02)	\$17.15	\$17.40	\$17.70

Full-time employees hired after November 2, 1997 will be paid according to the new wage schedules, and employees hired after February 27, 2005 shall not be subject to any other negotiated wage increase. Part-time employees who are promoted after November 2, 1997 to full-time status, will not receive credit for their part-time service for the purpose of wage progression.

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. The Company agrees that employees are to be paid the job classification rates of pay as shown in the Appendices of the Collective Agreement.
- 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~~ (6) months of operations and employees will be classified and paid according to these estimated sales volumes. At the end of the six (6) 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 employees 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 **All** regular full-time employees hired prior to February 27, 2005, who are actively employed and covered by this Appendix, shall receive the following:
- 20¢/hr. retro to and including July 11, 2004 on all hours worked including vacation and specified holiday pay.
 - 25¢/hr. effective July 10, 2005.
 - 30¢/hr. effective July 9, 2006.
- 2.08 In the event that any of the above increases result in an employee being 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 the next higher rate within his classification.
- 2.09 The Company agrees that the classifications of Department Manager, Head Cashier, Bookkeeper and Chief Clerk will be filled in each store or department in a store based upon the volumes contained in this Agreement.
- 2.10 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.
- 2.11 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".
- 2.12 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 \$12,193 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.

- 2.13 A Seafood Operator will be appointed in a reporting Seafood Department that does sales of \$8,489 per week or more on a four (4) quarter basis.
- 2.14 A Floral Operator will be appointed in a full Floral Department that does sales of \$5,306 per week or more on a four (4) quarter basis. It is a prerequisite that the employee holds a floral design certificate and has prior experience working as a floral designer. Such jobs shall be filled by means of a Company appointment, not subject to a posting.

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

- 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 \$106,861.
- (b) Two (2) meat cutters in stores over \$172,559. 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 \$299,232, one of which will be the Meat Chief Clerk.
- (d) Four (4) meat cutters in meat departments with a weekly volume in excess of \$137,198, one of which will be the Meat Chief Clerk.
- (e) Article 4.02 shall only apply to employees of Meat Cutter classifications hired prior to November 1, 1994.
- (f) Article 4.02 shall not apply to new stores that open after January 13, 2002 and to "B" stores which convert to "A" stores after January 13, 2002.

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 \$41,082 per week and where the Grocery Department sales are not sufficient to warrant appointment of a Grocery Department Manager.

APPENDIX "C"

All matters relative only to part-time employees and their wages and working conditions shall be contained within this Appendix. Such part-time employees shall not regularly be scheduled to work in excess of twenty-four (24) hours per week, except **as** otherwise provided for in Appendix "C".

1. PROBATIONARY PERIOD

- 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 (only ninety (90) days during one period of employment for employees hired at the time of a store enlargement or a new store opening). 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.
- 1.05** 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.

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. 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 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 274 Alliance Road, Unit #1, Milton, Ontario, L9T 2V2.
- 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.
- 9.04 Upon completion of his probationary period, an employee shall be introduced by his immediate supervisor to the Union Steward and the Union Health and Safety Representative.

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 an 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.

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-four (24) 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
- (d) a request for an occasional Saturday off shall not be denied unjustifiably, and shall not result in a reduction of hours where hours are 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-four (24) 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-four (24) 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 of transferring to another store **as** set out above.

Senior part-time will be given preference for day-time work providing the store will have available sufficient employees for evening work with the required skills and qualifications. Solely for the purpose **of** this clause, day-time work shall be interpreted to end at 6:30 p.m.

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 Labour Relations Department **will** maintain a list by sub-seniority areas (**as** per Appendix "D") **of** all such part-time employees showing their name, store, date of application, and areas **of** experience, an 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 Seafood.

- (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 by seniority provided they are qualified to perform the work available, and further provided that they have an application on file at least thirty (30) days in advance of the job opening. 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 provide the employee with a detailed explanation in writing 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.
- (e) 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 at least two (2) hours before the scheduled starting time 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.

- (a) An employee who is unable to report for work as scheduled will advise the Store Manager, or his appointee, as far in advance of his scheduled starting time as possible.

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, for such hours worked in excess of twenty-four (24) hours per week. In calculating a part-time employee's entitlement to this rate, hours worked at premium rates on 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. In the event that a part-time employee relieves an absent department manager for a full week, he shall receive a premium of forty (\$40.00) dollars per week of relief.

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 of 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 employee 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.

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, with the exception of Civic Holiday. Straight time will be paid for work performed on Civic Holiday, in addition to any holiday pay to which they may be entitled (time and one-half (1 1/2) for time worked if the store is not open for business on the Civic Holiday).

11.03 A premium of \$1.60 shall be paid for all hours worked on Sunday, which are related to the store opening for business. For further clarity, "all hours worked on Sunday which are related to the store opening for business" includes hours on Sunday morning worked by the night crew, and hours worked up to two (2) hours before store opening and one (1) hour after store closing. All other hours worked on Sunday, when a store opens for business, shall be paid at one and one-half (1-1/2) times an employee's regular straight time hourly rate, and all hours worked on a Sunday when a store does not open for business shall be paid at two (2) times an employee's straight time hourly rate. Work performed on Sunday shall be voluntary for employees hired prior to January 13, 2002. The Sunday premium of \$1.60 per hour shall not be payable to employees who are hired after February 27, 2005.

- 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 ~~(15)~~ 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. The one half (1/2) hour unpaid meal period is to be taken no later than the end of 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 The Company agrees to grant part-time employees with twelve (12) months' continuous part-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 in order to attend the funeral:

Father, Mother, Spouse as defined in law, Son, Daughter, Brother, Sister, Mother-in-Law, and Father-in-Law, Sister-in-Law, Brother-in-Law, Grandmother, Grandfather or Grandchildren.

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) **All** part-time employees hired prior to February 27, 2005, who are actively employed and covered by this Appendix, including Courtesy Clerks, part time employees covered by Appendix " E and Pharmacy employees, shall receive the following:

- 20¢/hr. retro to and including July 11, 2004 on all hours worked including specified holiday pay.
- 25¢/hr. effective July 10, 2005.
- 30¢/hr. effective July 9, 2006.

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

- (i) effective July 11, 2004, \$16.25
- (ii) effective July 10, 2005, \$16.50
- (iii) effective July 9, 2006, \$16.80

(c) Rates of pay for employees hired on or after September 17, 1978 and prior to November 2, 1997 are **as** follows:

Eff. Date

07.11.04	\$16.20
07.10.05	\$16.45
07.09.06	\$16.75

(d) Rates of pay for employees hired after November 2, 1997 are **as** follows:

	<u>Effective Feb. 27, 2005</u>	<u>Effective July 10, 2005</u>	<u>Effective July 9, 2006</u>
0 - 1250 hours	\$ 7.45		
1251 - 2000 hours	\$ 7.70		
2001 - 2750 hours	\$ 7.95		
2751 - 3500 hours	\$ 8.20		
3501 - 4250 hours	\$ 8.70		
4251 - 5000 hours	\$ 9.20		
5001 - 5750 hours	\$ 9.70		
5751 - 6500 hours	\$10.45		
6501 - 7250 hours	\$10.95		
7251 - 8000 hours	\$11.70		
8001 - 8750 hours	\$12.20		
8751 hours and over	\$12.70	\$12.95	\$13.25

Part-time employees hired after February 27, 2005 shall not be subject to any other negotiated wage increases.

(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. An employee will also be paid such premium for all hours worked after 10:00 p.m. for any shift that starts before 10:00 p.m.

15.03 **Part-Time Courtesy Clerks**

The Company may employ part-time courtesy clerks whose duties will be restricted to parcelling, parcel pick-up, buggy collection, carry outs, cleaning and sweeping of the store front end, price checks, replenishing grocery bags, bottle refunds and empty bottle sorting and handling, perishable product returns, empty can sorting and handling, putting back returns, inspection and clean-up of all floor areas for spills and other health and safety hazards. The provisions of Appendix "C" shall apply to the Courtesy Clerk classification, except as set out below:

- a) Hours of work, which shall be placed on a separate schedule for courtesy clerks, will be limited to the performance of the duties listed above, and such hours will not be considered available for regular part-time employees in the application of Articles 10.04 and 10.05.
- b) Courtesy clerks shall wear a distinct apron/smock with a badge clearly identifying them as courtesy clerks,
- c) In the event that a grievance concerning the improper use of courtesy clerks succeeds, which claims a breach of the strict terms set out above, the Company will pay a fine of fifty (\$50.00) dollars for each individual infraction per store on the first offense and a fine of one hundred (\$100.00) dollars per week in any one store on the second offense, followed by a two (2) week suspension of the use of courtesy clerks in that store on the third offense. Payment of such fines shall be made to the United Way.
- d) Courtesy clerks hired prior to November 2, 1997 shall receive the following rate of pay: \$10.70.
- e) Courtesy clerks hired after November 2, 1997 shall receive the following rates of pay, and Courtesy clerks hired after February 27, 2005 shall not be subject to any other negotiated wage increases:

0 - 1300 hours	\$ 7.45
1301 - 1950 hours	\$ 7.50
1951 - 2600 hours	\$ 7.60
2601 - 3250 hours	\$ 7.90
3251 - 3900 hours	\$ 8.20
3901 - 4550 hours	\$ 8.50
4551 hours and over	\$ 8.80
- f) In the event that Ontario minimum wage legislation results in a minimum wage which is greater than the start rate of pay listed above, such start rate shall be adjusted upward to reflect the increase in the minimum wage.
- g) In the event that the Company has an opening for an additional regular part-time employee, the Company will give preference to the senior Courtesy Clerk of the store in question who applies and has the skill and ability to do the job to be performed in a competent manner. Such employee shall receive an immediate increase of up to fifty (50¢) cents per hour but not more than the regular part time rate of pay for the applicable length of service and shall then progress to the next higher rate of pay on the appropriate part-time rate schedule, either 3 months or 6 months as the case may be, thereafter.

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 by means of Company gift certificate(s).

- 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 by means of Company gift certificate(s).
- 16.03 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 by means of Company gift certificate(s).
- 16.04 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 by means of Company gift certificate(s).

17. COMPENSATION BENEFITS 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

- 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 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 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.
- 23.02 Vacation pay shall be received by April 30th of each year following the year in which it is earned. Part time employees absent from work on April 30th due to maternity leave of absence, shall be paid vacation owing within two (2) weeks following their return to work after April 30th.
- 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 years' 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 years' earnings.
- 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.
- 23.04 Each store will, by March 1st in each calendar year, post a vacation schedule form listing the employees in order of seniority. An employee wishing to take vacation must submit his request for preference on vacation dates, covering his complete vacation, by April 1st, in order that the Company may finalize and post vacation schedules by May 1st. However seniority shall not apply if the employee fails to make his selection by April 1st.

In scheduling such vacations, the Company will endeavour to allow employees to exercise their choice in accordance with their seniority status.

APPENDIX "D"
SENIORITY AREAS

AREA 1 (A)

Toronto West*
Brampton

AREA 1 (B)

Toronto East*
Markham
Pickering
Newmarket
Richmond Hill

AREA 1 (C)

Oshawa
Bowmanville
Whitby

AREA 2 (A)

Hamilton
Burlington
Ancaster
Dundas
Stoney Creek
Brantford
Galt
Hanover

AREA 2 (B)

Mississauga
Milton
Oakville
Orangeville
Georgetown

AREA 2 (C)

St. Catharines
Niagara Falls
Thorold
Port Colborne

AREA 3 (A)

London
St. Thomas
Mitchell
St. Mary's
Blenheim
Aylmer

AREA 3 (B)

Stratford
Woodstock
Tilsonburg

AREA 4

Peterborough
Port Hope
Cobourg

AREA 5 (A)

Barrie
Vespra
Orillia

AREA 5 (B)

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)

Lindsay
Belleville
Trenton
Napanee
Gananoque
Kingston

*

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 Class "B" Stores

Preamble 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 "B" Stores located within the geographical scope of the Agreement.

Any store converted will be treated in the same manner as a store closing under the main body of the agreement, to the extent that:

- a) All full-time employees will be given the option of bumping out of the store to be converted on the original conversion. All employees displaced in "A" stores will be first given their options in "A" stores and then given their option in "B" stores.
- b) All former "A" store employees so displaced to "B" stores will be given the first opportunity in accordance with the full-time job application procedures, to fill new vacancies in the "A" stores. Such employees will receive the applicable "B" store rate of pay while working in a "B" store.
- c) During the initial conversion process, all employees of "B" stores and full time employees of "A" stores displaced by employees from "B" stores shall have the following options:
 - (i) terminate employment and receive severance in the amount of \$1,500.00 per year of service or part year (prorated) for full time employees and \$750.00 per year of service or part year (prorated) for part-time employees.
 - (ii) remain employed at the "B" store under the terms of Appendix "E" and at the Appendix "E" rate of pay corresponding to the employee's length of service, and if they accept this option, receive a payment in the amount of \$650.00 per year of service or part year (prorated) for full-time employees, and \$325.00 per year of service or part year (prorated) for part-time employees.
 - (iii) the provisions of (i) and (ii) above shall not apply to employees already receiving "B" store rates of pay.

Definition The following stores will be covered by this Appendix, subject to review during collective bargaining for the renewal of the current Collective Agreement:

#325	371 St. Paul Avenue, Brantford
#334	1521 Rebecca Street, Oakville
#386	1670 Heron Road, Ottawa
#790	300 John Street, Thornhill
#804	2900 Warden Avenue, Scarborough

Notwithstanding the above list of stores, if during the term of this Agreement other stores become classified as "B" stores, the parties shall meet and such stores may by mutual agreement be converted to Class "B" stores.

New stores or replacement stores will only be added by mutual agreement between the Company and the Union.

2.08 (h) Does not apply.

2.10 (a) Deleted and replaced with the following:

"Relief assignments are defined as temporary vacancies in excess of two (2) full consecutive weeks caused by sickness, leaves of absence, or accident/injury in the regular full-time staff, which place the store staffing below the minimum number of full-time employees required, as outlined in Article 12.01. 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".

APPENDIX "E" (Continued)

12.01-12.12 Deleted and replaced with the following:

"12.01 On the basis that recognition is given to the requirement of the business to engage the services of part-time employees, it is agreed that the minimum number of full-time employees in a store shall be determined as follows:

(a) There shall be a minimum of one full-time employee in the store for each \$21,899 of sales per week, based on the average total store sales over the Company's previous four (4) fiscal quarters.

(b) Any adjustments in accordance with this minimum provision shall be completed within two (2) weeks following the end of each fiscal quarter.

12.02 ~~No~~ temporary store employee, part-time employee or person excluded from the bargaining unit shall be employed as a 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.

12.03 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".

14.02 (d) Deleted and replaced with the following:

"General merchandise, chips, books, magazines, and greeting card Suppliers' Representatives may perform routine manual store work".

26.01 First paragraph deleted and replaced with the following:

"The management of the business shall control the direction of the staff including the right to plan, direct and control the operations, make and place signs and/or assign the making and placement of signs, order product and place shelf tickets and/or assign the ordering of product and the placement of shelf tickets, 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".

"A" 2.04 Deleted and replaced with the following:

"Subject to Article 1.01 above, regular day shift employees may be scheduled to work three (3) shifts of up to eight (8) hours each between the hours of six (6) a.m. and six fifteen (6:15) p.m. when the store is open for business or six thirty (6:30) p.m. when the store closes at six (6) p.m. and two (2) shifts of up to eight (8) hours each between the hours of six (6) a.m. and one half (1/2) hour after store closing or, in the case of a 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".

"A" 2.05 Deleted and replaced with the following:

"Regular day shift employees will not be scheduled to work more than two (2) night openings per week except on a voluntary basis on the part of the employee. No employee will be coerced to work such third 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.

APPENDIX "E" (Continued)

2.05 (a) Work to be performed by full time employees on Saturday evenings shall be rotated among the full time employees within the store, providing the employee has the necessary ability to perform the normal requirements of the job in a competent manner.

"A" 4.04 Does not apply.

" A 7.05 Deleted and replaced with the following:

"In the weeks in which a holiday as listed in Section 7.01 or 7.02 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 7.01 above are observed, the workweek will be reduced to twenty-three (23) hours (1 day of 7 hours and 2 days of 8 hours each)".

"B" 1.01 The classifications and rates of pay contained in Appendix "B" do not apply to employees employed in Class "B" stores, who shall be subject to the following:

a) Employees shall be paid in accordance with the following schedule of rates:

	<u>EFFECTIVE</u> <u>JULY 11, 2004</u>		<u>EFFECTIVE</u> <u>JULY 10, 2005</u>		<u>EFFECTIVE</u> <u>JULY 9, 2006</u>	
	<u>WEEKLY</u>	<u>HOURLY</u>	<u>WEEKLY</u>	<u>HOURLY</u>	<u>WEEKLY</u>	<u>HOURLY</u>
<u>Clerk A</u>						
Start	294.15	7.95	303.40	8.20	314.50	8.50
6 Months	297.85	8.05	307.10	8.30	318.20	8.60
12 Months	334.85	9.05	344.10	9.30	355.20	9.60
18 Months	381.10	10.30	390.35	10.55	401.45	10.85
24 Months	606.80	16.40	616.05	16.65	627.15	16.95
<u>Clerk B</u>						
Start	294.15	7.95	303.40	8.20	314.50	8.50
6 Months	297.85	8.05	307.10	8.30	318.20	8.60
12 Months	334.85	9.05	344.10	9.30	355.20	9.60
18 Months	381.10	10.30	390.35	10.55	401.45	10.85
24 Months	606.80	16.40	616.05	16.65	627.15	16.95
<u>Grocery Chief Clerks</u>						
(Stores over \$209,733 only)						
Start	427.35	11.55	436.60	11.80	447.70	12.10
3 Months	442.15	11.95	451.40	12.20	462.50	12.50
6 Months	456.95	12.35	466.20	12.60	477.30	12.90
9 Months	473.60	12.80	482.85	13.05	493.95	13.35
12 Months	611.98	16.54	621.23	16.79	632.33	17.09

APPENDIX "E" (Continued)

	EFFECTIVE JULY 11, 2004		EFFECTIVE JULY 10, 2005		EFFECTIVE JULY 9, 2006	
	WEEKLY	HOURLY	WEEKLY	HOURLY	WEEKLY	HOURLY
<u>Meat Cutters</u>						
Start	294.15	7.95	303.40	8.20	314.50	8.05
3 Months	316.35	8.55	325.60	8.80	336.70	9.10
6 Months	362.60	9.80	371.85	10.05	382.95	10.35
9 Months	418.10	11.30	427.35	11.55	438.45	11.85
12 Months	643.80	17.40	653.05	17.65	664.15	17.95
<u>Meat Chief Clerks</u>						
(Stores over \$209,733 only)						
Start	294.15	7.95	303.40	8.20	314.50	8.50
3 Months	344.10	9.30	353.35	9.55	364.45	9.85
6 Months	408.85	11.05	418.10	11.30	429.20	11.60
9 Months	473.60	12.80	482.85	13.05	493.95	13.35
12 Months	662.30	17.90	671.55	18.15	682.65	18.45
<u>Journeyman Bakers</u>						
Start	297.85	8.05	307.10	8.30	318.20	8.60
6 Months	345.95	9.35	355.20	9.60	366.30	9.90
12 Months	395.90	10.70	405.15	10.95	416.25	11.25
18 Months	445.85	12.05	455.10	12.30	466.20	12.60
24 Months	621.60	16.80	630.85	17.05	641.95	17.35
<u>Decorators</u>						
Start	294.15	7.95	303.40	8.20	314.50	8.50
6 Months	325.60	8.80	334.85	9.05	345.95	9.35
12 Months	371.85	10.05	381.10	10.30	392.20	10.60
18 Months	418.10	11.30	427.35	11.55	438.45	11.85
24 Months	611.98	16.54	621.23	16.79	632.33	17.09
<u>Produce Chief Clerks</u>						
(Stores in which there are four (4) or more full time Produce Dept. employees)						
Start	427.35	11.55	436.60	11.80	447.70	12.10
3 Months	442.15	11.95	451.40	12.20	462.50	12.50
6 Months	456.95	12.35	466.20	12.60	477.30	12.90
9 Months	473.60	12.80	482.85	13.05	493.95	13.35
12 Months	611.98	16.54	621.23	16.79	632.33	17.09
<u>Grocery Mananer</u>						
\$276,271 - \$345,338						
Start	447.70	12.10	456.95	12.35	468.05	12.65
3 Months	460.65	12.45	469.90	12.70	481.00	13.00
6 Months	473.60	12.80	482.85	13.05	493.95	13.35
9 Months	486.55	13.15	495.80	13.40	506.90	13.70
12 Months	625.30	16.90	634.55	17.15	645.65	17.45
<u>Grocery Mananer</u>						
\$345,339 - \$414,404						
Start	460.65	12.45	469.90	12.70	481.00	13.00
3 Months	475.45	12.85	484.70	13.10	495.80	13.40
6 Months	490.25	13.25	499.50	13.50	510.60	13.80
9 Months	505.05	13.65	514.30	13.90	525.40	14.20
12 Months	643.80	17.40	653.05	17.65	664.15	17.95

APPENDIX "E" (Continued)

	<u>EFFECTIVE JULY 11, 2004</u>		<u>EFFECTIVE JULY 10, 2005</u>		<u>EFFECTIVE JULY 9, 2006</u>	
	<u>WEEKLY</u>	<u>HOURLY</u>	<u>WEEKLY</u>	<u>HOURLY</u>	<u>WEEKLY</u>	<u>HOURLY</u>
<u>Grocery Manager</u>						
\$414,405 - \$483,472						
Start	473.60	12.80	482.85	13.05	493.95	13.35
3 Months	489.51	13.23	498.76	13.48	509.86	13.78
6 Months	505.42	13.66	514.67	13.91	525.77	14.21
9 Months	521.70	14.10	530.95	14.35	542.05	14.65
12 Months	662.30	17.90	671.55	18.15	682.65	18.45
<u>Grocery Manager</u>						
Over \$483,472						
Start	486.55	13.15	495.80	13.40	506.90	13.70
3 Months	503.20	13.60	512.45	13.85	523.55	14.15
6 Months	519.85	14.05	529.10	14.30	540.20	14.60
9 Months	538.35	14.55	547.60	14.80	558.70	15.10
12 Months	680.80	18.40	690.05	18.65	701.15	18.95
<u>Produce Manager</u>						
Under \$345,338						
Start	447.70	12.10	456.95	12.35	468.05	12.65
3 Months	460.65	12.45	469.90	12.70	481.00	13.00
6 Months	473.60	12.80	482.85	13.05	493.95	13.35
9 Months	486.55	13.15	495.80	13.40	506.90	13.70
12 Months	625.30	16.90	634.55	17.15	645.65	17.45
<u>Produce Manager</u>						
\$345,339 - \$414,404						
Start	460.65	12.45	469.90	12.70	481.00	13.00
3 Months	475.45	12.85	484.70	13.10	495.80	13.40
6 Months	490.25	13.25	499.50	13.50	510.60	13.80
9 Months	505.05	13.65	514.30	13.90	525.40	14.20
12 Months	643.80	17.40	653.05	17.65	664.15	17.95
<u>Produce Manager</u>						
\$414,405 - \$483,472						
Start	473.60	12.80	482.85	13.05	493.95	13.35
3 Months	489.51	13.23	498.76	13.48	509.86	13.78
6 Months	505.42	13.66	514.67	13.91	525.77	14.21
9 Months	521.70	14.10	530.95	14.35	542.05	14.65
12 Months	662.30	17.90	671.55	18.15	682.65	18.45
<u>Produce Manager</u>						
Over \$483,472						
Start	486.55	13.15	495.80	13.40	506.90	13.70
3 Months	503.20	13.60	512.45	13.85	523.55	14.15
6 Months	519.85	14.05	529.10	14.30	540.20	14.60
9 Months	538.35	14.55	547.60	14.80	558.70	15.10
12 Months	680.80	18.40	690.05	18.65	701.15	18.95

APPENDIX

	<u>EFFECTIVE</u> <u>JULY 11, 2004</u>		<u>EFFECTIVE</u> <u>JULY 10, 2005</u>		<u>EFFECTIVE</u> <u>JULY 9, 2006</u>	
	<u>WEEKLY</u>	<u>HOURLY</u>	<u>WEEKLY</u>	<u>HOURLY</u>	<u>WEEKLY</u>	<u>HOURLY</u>
<u>Meat Manager</u>						
\$276,271 - \$345,338						
Start	486.55	13.15	495.80	13.40	506.90	13.70
3 Months	501.35	13.55	510.60	13.80	521.70	14.10
6 Months	516.15	13.95	525.40	14.20	536.50	14.50
9 Months	530.95	14.35	540.20	14.60	551.30	14.90
12 Months	671.55	18.15	680.80	18.40	691.90	18.70
<u>Meat Manager</u>						
\$345,339 - \$414,404						
Start	497.65	13.45	506.90	13.70	518.00	14.00
3 Months	514.30	13.90	523.55	14.15	534.65	14.45
6 Months	530.95	14.35	540.20	14.60	551.30	14.90
9 Months	545.75	14.75	555.00	15.00	566.10	15.30
12 Months	686.35	18.55	695.60	18.80	706.70	19.10
<u>Meat Manager</u>						
\$414,405 - \$483,472						
Start	508.75	13.75	518.00	14.00	529.10	14.30
3 Months	525.40	14.20	534.65	14.45	545.75	14.75
6 Months	542.05	14.65	551.30	14.90	562.40	15.20
9 Months	558.70	15.10	567.95	15.35	579.05	15.65
12 Months	701.15	18.95	710.40	19.20	721.50	19.50
<u>Meat Manager</u>						
Over \$483,472						
Start	519.85	14.05	529.10	14.30	540.20	14.60
3 Months	538.35	14.55	547.60	14.80	558.70	15.10
6 Months	556.85	15.05	566.10	15.30	577.20	15.60
9 Months	575.35	15.55	584.60	15.80	595.70	16.10
12 Months	717.80	19.40	727.05	19.65	738.15	19.95
<u>Bakery Manager</u>						
Under \$13,178						
Start	490.25	13.25	499.50	13.50	510.60	13.80
3 Months	503.20	13.60	512.45	13.85	523.55	14.15
6 Months	516.15	13.95	525.40	14.20	536.50	14.50
9 Months	529.10	14.30	538.35	14.55	549.45	14.85
12 Months	666.00	18.00	675.25	18.25	686.35	18.55
<u>Bakery Manager</u>						
\$13,179 - \$17,839						
Start	501.35	13.55	510.60	13.80	521.70	14.10
3 Months	512.45	13.85	521.70	14.10	532.80	14.40
6 Months	527.25	14.25	536.50	14.50	547.60	14.80
9 Months	542.05	14.65	551.30	14.90	562.40	15.20
12 Months	680.80	18.40	690.05	18.65	701.15	18.95

APPENDIX "E" (Continued)

	EFFECTIVE JULY 11, 2004		EFFECTIVE JULY 10, 2005		EFFECTIVE JULY 9, 2006	
	WEEKLY	HOURLY	WEEKLY	HOURLY	WEEKLY	HOURLY
<u>Bakery Manager</u>						
\$17,840 - \$27,627						
Start	512.45	13.85	521.70	14.10	532.80	14.40
3 Months	527.25	14.25	536.50	14.50	547.60	14.80
6 Months	542.05	14.65	551.30	14.90	562.40	15.20
9 Months	556.85	15.05	566.10	15.30	577.20	15.60
12 Months	695.60	18.80	704.85	19.05	715.95	19.35
<u>Bakery Manager</u>						
Over \$27,627						
Start	523.55	14.15	532.80	14.40	543.90	14.70
3 Months	538.35	14.55	547.60	14.80	558.70	15.10
6 Months	553.15	14.95	562.40	15.20	573.50	15.50
9 Months	569.80	15.40	579.05	15.65	590.15	15.95
12 Months	710.40	19.20	719.65	19.45	730.75	19.75
<u>Bookkeeper</u>						
Under \$345,338						
Start	421.80	11.40	431.05	11.65	442.15	11.95
3 Months	434.75	11.75	444.00	12.00	455.10	12.30
6 Months	447.70	12.10	456.95	12.35	468.05	12.65
9 Months	460.65	12.45	469.99	12.70	481.00	13.00
12 Months	662.30	17.90	671.55	18.15	682.65	18.45
<u>Bookkeeper</u>						
\$345,339 - \$414,404						
Start	427.35	11.55	436.60	11.80	447.70	12.10
3 Months	440.30	11.90	449.55	12.15	460.65	12.45
6 Months	453.25	12.25	462.50	12.50	473.60	12.80
9 Months	468.05	12.65	477.30	12.90	488.40	13.20
12 Months	662.30	17.90	671.55	18.15	682.65	18.45
<u>Bookkeeper</u>						
\$414,405 - \$483,472						
Start	432.90	11.70	442.15	11.95	453.25	12.25
3 Months	447.70	12.10	456.95	12.35	468.05	12.65
6 Months	462.50	12.50	471.75	12.75	482.85	13.05
9 Months	477.30	12.90	486.55	13.15	497.65	13.45
12 Months	662.30	17.90	671.55	18.15	682.65	18.45
<u>Bookkeeper</u>						
Over \$483,472						
Start	438.45	11.85	447.70	12.10	458.80	12.40
3 Months	453.25	12.25	462.50	12.50	473.60	12.80
6 Months	468.05	12.65	477.30	12.90	488.40	13.20
9 Months	484.70	13.10	493.95	13.35	505.05	13.65
12 Months	680.80	18.40	690.05	18.65	701.15	18.95

APPENDIX "E" (Continued)

<u>Deli Operator</u> (Stores over \$7,994)	<u>EFFECTIVE</u> <u>JULY 11, 2004</u>		<u>EFFECTIVE</u> <u>JULY 10, 2005</u>		<u>EFFECTIVE</u> <u>JULY 9, 2006</u>	
	<u>WEEKLY</u>	<u>HOURLY</u>	<u>WEEKLY</u>	<u>HOURLY</u>	<u>WEEKLY</u>	<u>HOURLY</u>
Start	453.25	12.25	462.50	12.50	473.60	12.80
3 Months	460.65	12.45	469.90	12.70	481.00	13.00
6 Months	468.05	12.65	477.30	12.90	488.40	13.20
9 Months	475.45	12.85	484.70	13.10	495.80	13.40
12 Months	643.80	17.40	653.05	17.65	664.15	17.95

"B" 1.02 Does not apply.

"B" 2.09 Deleted and replaced with the following:

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

"B" 2.12 Does not apply.

"B" 2.13 Does not apply.

"B" 2.14 Does not apply.

"B" 2.15 Added as follows:

"One (1) employee in each store will be assigned by the Company as an assistant bookkeeper, and shall receive a premium of five (\$5.00) dollars per week".

"B" 4.02 Does not apply.

"C" 10.04 Deleted and replaced with the following:

"In scheduling or calling in part-time employees for work, the Company agrees to recognize length of continuous service of the employee on an individual store basis, provided the senior employee has the ability and qualifications to perform the job in a competent manner. In the application of this provision, the Company will not be obligated to work an employee in excess of twenty (20) hours per week. Notwithstanding the foregoing, part-time employees with ten (10) or more years of continuous service will be scheduled for a minimum of twenty-four (24) hours per week provided:

- (a) such schedule of hours is available in the employee's store.
- (b) the employee is available to work the available hours.
- (c) the employee has the ability and qualifications to perform the job in a competent manner.

"C" 10.05 Amended to reflect 10.04 above.

APPENDIX "E" (Continued)

"C"10.09 Deleted and replaced with the following:
(a), (b)

"In the event a full-time employee is absent due to sickness, leave of absence, or accident/injury, in excess of two (2) full consecutive weeks, and such employee's absence places the store staffing below the minimum number of full-time employees required, as outlined in Article 12.01, a part-time employee shall be advanced temporarily to work full-time hours. Should such condition continue in excess of three (3) months, a full-time employee will be hired in order to bring the staff up to the minimum".

"C" 15.01 The rates of pay contained in Section 15.01 (b), (c) and (d) of Appendix "C" do not apply to part-time employees employed in Class "B" stores, who shall be subject to the following:

(i) Rates of pay for employees hired prior to November 2, 1997:

	Eff.	Eff.	Eff.
	<u>7.1 04</u>	<u>7.10.05</u>	<u>7.9.06</u>
	\$12.10	\$12.35	\$12.65

(ii) Rates of pay for employees hired after November 2, 1997 shall be as follows, and employees hired after February 27, 2005 shall not be subject to any other negotiated wage increases:

	Eff.	Eff.	Eff.
	<u>2.27.05</u>	<u>7.10.05</u>	<u>7.9.06</u>
0 - 1300 hours	\$ 7.45		
1301 - 1950 hours	\$ 7.50		
1951 - 2600 hours	\$ 7.80		
2601 - 3250 hours	\$ 8.10		
3251 - 3900 hours	\$ 8.40		
3901 - 4550 hours	\$ 8.70		
4551 - 5200 hours	\$ 9.00		
5201 - 5850 hours	\$ 9.40		
5851 - 6500 hours	\$ 9.80		
6501 hours and over	\$10.20	\$10.45	\$10.75

(iii) In the event that Ontario minimum wage legislation results in a minimum wage which is greater than the start rates of pay listed above, such start rate shall be adjusted upward to reflect the increase in the minimum wage.

15.03 Deleted and replaced with the following:

Part-Time Courtesy Clerks

The Company may employ part-time courtesy clerks whose duties will be restricted to parcelling, parcel pick-up, buggy collection, carry outs, cleaning and sweeping of the store front end, price checks, replenishing grocery bags, bottle refunds and empty bottle sorting and handling, perishable product returns, empty can sorting and handling, putting back returns, inspection and clean-up of all floor areas for spills and other health and safety hazards. The provisions of Appendix "C" shall apply to the Courtesy Clerk classification, except as set out in this Appendix and as set out below:

ARTICLE 10 "E"

- a) Hours of work, which shall be placed on a separate schedule for courtesy clerks, will be limited to the performance of the duties listed above, and such hours will not **be** considered available for regular part-time employees in the application of Articles 10.04 and 10.05.
- b) Courtesy clerks shall wear a distinct apron/smock with a badge clearly identifying them as courtesy clerks.
- c) In the event that a grievance concerning the improper use of courtesy clerks succeeds, which claims a breach of the strict terms set out above, the Company will pay a fine of fifty (\$50.00) dollars for each individual infraction per store up to a maximum of one hundred (\$100.00) dollars per week in any one store, with such payment being made to the United Way.
- d) Courtesy clerks hired prior to November 2, 1997 shall be subject to the following rate of pay:
\$10.70.
- e) Courtesy Clerks hired after November 2, **1997** shall receive the following rates of pay, and Courtesy Clerks hired after February 27, 2005 shall not be subject to any other negotiated wage increases:

0 - 1300 hours	\$ 7.45
1301 - 1950 hours	\$ 7.50
1951 - 2600 hours	\$ 7.60
2601 - 3250 hours	\$ 7.90
3251 - 3900 hours	\$ 8.20
3901 - 4550 hours	\$ 8.50
4551 hours and over	\$ 8.80
- f) In the event that Ontario minimum wage legislation results in a minimum wage which is greater than the start rate of pay listed above, such start rate shall be adjusted upward to reflect the increase in the minimum wage.
- g) In the event that the Company has an opening for an additional regular part-time employee, the Company will give preference to the senior Courtesy Clerk of the store in question who applies and has the skill and ability to do the job to be performed in a competent manner. Such employee shall receive an immediate increase of up to fifty (~~50¢~~) cents per hour but not more than the regular part time rate of pay for the applicable length of service, and shall then progress to the next higher rate of pay **on** the appropriate part-time rate schedule, either 3 months or 6 months as the case may be, thereafter.

ADDENDUM TO APPENDIX "E"

Employee Incentive Fund

1. Effective with the date of this Agreement, there shall be created an Employee Incentive Fund ('Fund') for full-time and part-time employees, employed in class "B" stores covered by Appendix "E".
2. Employer obligations for the store shall commence on the first sales day following the opening or conversion date of the store.
3. The amount of Employer contribution for the store shall be one percent (1%) of the store's total sales for the contribution year, subject to adjustment as follows:
 - (a) The contribution rate shall be adjusted upward by .005% for each .01% reduction below a total labour cost for the store of 7.75% for the corresponding period. The contribution rate shall be adjusted downward by .005% for each .01% increase above a total labour cost for the store of 8.25% for the corresponding period. For example, if the total labour cost is 7.25%, the contribution rate is .125%; if the total labour cost is 8.75% the contribution rate is 0.75%.
 - (b) "Total labour cost" shall include all wage, fringe and benefit costs, including those of the Store Manager, and Assistant Store Manager(s), but shall exclude incentive payments. A short fall in the "total labour cost" in one contribution year shall not be carried over to, and therefore shall not reduce the 'Fund' of, any subsequent contribution year. The Store's first contribution year shall commence on the opening or conversion date of the store, and shall continue to the conclusion of the same fiscal period in the following year.
4. All employer contributions for the store for the preceding year shall be paid within sixty (60) days after each anniversary of the store's opening or conversion, for the preceding year to those employees who were actively employed, both on or before the last day of the sixth month following the beginning of the contribution year, and also at the end of the contribution year, on the basis of the following formula:

Incentive Payment	-	An Employee's Total Straight-Time Earnings <u>in Contribution Year</u>	X	Total Fund Payable
		Total Straight-Time Store Payroll In Contribution Year		

"Straight-time earnings" shall include an employee's total earnings less overtime, premiums, taxable benefits, sick pay, insurance or Workers' Compensation benefits, but shall include vacation and specified holiday pay.

75

OF UNDERSTANDING

Mr. M. Langdon,
National Representative,
CAW - Local 414,
274 Alliance Road, #1,
MILTON, Ontario.
L9T 2V2.

Dear Sir:

This will reconfirm the understanding relating to the currency of the Collective Agreement dated February 27, 2005, with respect to the following matters.

1) **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.
- Department Managers in training are to continue to wear a Department Manager's coat and name badge.

2) **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.

- a) **No full** time employee shall be laid off as a direct result of the introduction of changes to Article 14, nor shall it prevent a recall from lay-off.

3) **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:

		Effective July 10, 2005	Effective July 9, 2006
a) Full Time			
Start	\$284.48	293.73	304.83
3 Months	<u>\$316.72</u>	<u>325.97</u>	<u>337.07</u>
6 Months	<u>\$360.75</u>	<u>370.00</u>	<u>381.10</u>
9 Months	<u>\$404.41</u>	<u>413.66</u>	<u>424.76</u>
12 Months	<u>\$457.32</u>	<u>466.57</u>	<u>477.67</u>
15 Months	<u>\$515.41</u>	<u>524.66</u>	<u>535.76</u>
18 Months	<u>\$626.78</u>	<u>636.03</u>	<u>647.13</u>

b) Part Time Hired Prior to November 2, 1997:

Eff.

Date

7.11.04	\$14.80
7.10.05	\$15.05
7.9.06	\$15.35

c) Part Time Hired after November 2, 1997 shall receive the following rates of pay, and Part Time Hired After February 27, 2005 shall not be subject to any other negotiated wage increases:

	Effective <u>Feb. 27, 2005</u>	Effective <u>July 10, 2005</u>	Effective <u>July 9, 2006</u>
0 - 1250 hours	\$ 7.45		
1251 - 2000 hours	\$ 7.70		
2001 - 2750 hours	\$ 7.95		
2751 - 3500 hours	\$ 8.20		
3501 - 4250 hours	\$ 8.70		
4251 - 5000 hours	\$ 9.20		
5001 - 5750 hours	\$ 9.70		
5751 - 6500 hours	\$10.45		
6501 - 7250 hours	\$10.95		
7251 - 8000 hours	\$11.70		
8001 - 8750 hours	\$12.20		
8751 hours and over	\$12.70	\$12.95	\$13.25

d) Employees of drug counters located in "B" stores, shall be paid in accordance with the "B" store rate schedule applicable to full-time or to part-time clerks, as set out in Appendix "E".

4) 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 Labour Relations Department 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.

5) U-Scan:

Notwithstanding Article 2.08 (h), no full-time employee will be laid off as a direct result of the implementation of U-scan.

6) Central Meat Cutting:

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

- (a) Any Meat Cutter displaced by such operation would be given first opportunity for employment in such operation.
- (b) 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.

7) **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.

8) **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.

9) **Meat Department Knives:**

The Company will supply each Cutter with one Boning Knife and one Steak Knife. The knives will be nothing less than Victorinox or Sweibo quality. The Company will also provide an 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.

10) **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 responded.

- 11) The Company agrees to provide an Optical Plan for part-time employees with three (3) years of continuous service who work six hundred (600) hours per calendar year, on the basis of a ten (\$10.00) dollar deductible and with an eighty (80%) percent co-insurance feature. The plan shall provide a benefit for employees only, of up to one hundred and twenty-five (\$125.00) dollars, over two (2) consecutive years, for frames, lenses and fittings of prescription glasses recommended as necessary by a physician (M.D.) or optometrist.
- 12) The Company agrees to provide a drug plan for part time employees with five (5) years of service or more, who are otherwise not covered, and who work 600 hours or more in the prior calendar year, with a \$25.00 annual deductible.
- 13) The Company agrees to contribute up to five (5¢) cents per hour worked by full time and part time employees into a fund to provide legal assistance to eligible full time and part time employees. Such fund to be single employer and jointly trusteed. Commencing February 27, 2005, the Company and the Union agree that the contributions to the legal assistance fund will be suspended in order to reduce the surplus, until such time that the fund's administrator determines that it is necessary to resume contributions.

14) With regard to staff reductions of full time employees, the following shall apply:

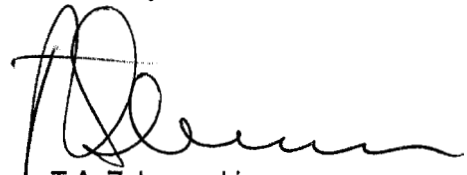
- a) Where staff reductions occur in "A" stores that result in demotions and/or layoffs, the procedure set out in Article 2.08 (b) relating to employees not classified by volume in "A" stores, shall be amended, solely for the purpose of addressing "A" and "B" stores in the context of the existing language, which otherwise shall remain unchanged, as follows:
 - i) bump the most junior employee in his classification in an "A" store, who shall bump the most junior employee in his classification in a "B" store.
 - ii) bump the most junior employee in any other position not classified by volume in an "A" store, who shall bump the most junior employee in any other position not classified by volume in a "B" store, within the municipality, sub seniority area and overall seniority area.
- b) Similarly, Article 2.08 (c) will be applied on the basis that staff reductions of employees classified by volume in "A" stores may result in the exercise of bump options first in "A" stores if any exist, followed by bump options in "B" stores.
- c) Article 10.09 (b) of Appendix "C" shall, with regard to the last sentence, be interpreted to mean that the displacement shall be in an "A" store, unless the returning employee was a "B" store employee at the commencement of his absence."

15) For part-time employees who are students away while attending university:

- Employees returning from University must do so no later than two (2) weeks from the end of the semester.
- Commitment to work minimum one (1) shift every (2) weeks during semesters.
- Failure to honour commitment on more than one (1) occasion will be deemed a resignation.
- Employees not in a position to make such a commitment will be given first consideration for rehire in their previous position, during their school breaks. Such employees will be rehired at their last pay rate, (but not to exceed the top rate for employees hired after November 2, 1997), but with new seniority, or at the rate of a courtesy clerk if hired for that position.

16) Prior to the closure or sale of a store, or prior to an emerging competitive threat to a store, the Company may approach the Union to establish mutually agreeable alternatives outside the current Agreement. In the interest of maximizing continued employment of the membership, the Union may approve or reject such option at its sole discretion.

Sincerely,

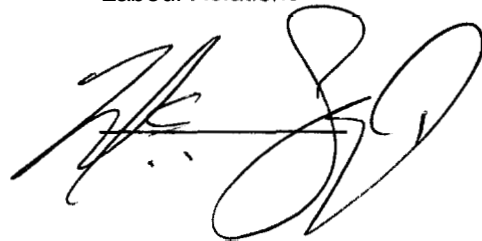


T.A. Zakrzewski
Sr. Vice President,
Labour Relations

TAZ:pem

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

Local 414



LETTER OF UNDERSTANDING

RE: PENSION PLAN FOR PART TIME EMPLOYEES

Mr. M. Langdon,
National Representative,
CAW - Local 414,
274 Alliance Road, #1,
MILTON, Ontario.
L9T 2V2.

Dear Sir:

This will reconfirm the understanding relating to the currency of the Collective Agreement dated February 27, 2005, with respect to the following matters.

A retirement plan applicable to part-time employees shall be set up within the Jointly Trusteed Retirement Plan for Full Time Retail Store Employees of The Great Atlantic & Pacific Company of Canada, Limited who are Members of Local 414 of Retail Wholesale Canada/CAW Division, providing for the following:

- Effective Date - Plan to become effective on March 1, 2002.
- Normal Retirement Date - the first day of the month coincident with or next following the attainment of age 65

It is agreed that the retirement of an employee at their normal retirement date, 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.

- Early Retirement - A member may retire on an early retirement date which shall be the first day of any month following or coincident with the member having attained both age 55 and completed 2 years of continuous service,

In the event that a member elects early retirement, the member's retirement income will be the actuarial equivalent of his deferred retirement income under the Plan.

- Eligibility for Plan Membership - An employee will be eligible for membership in the plan upon the completion of at least twenty-four months of continuous service, with the lesser of:
 - (a) 700 hours worked with A&P; or
 - (b) earnings of not less than 35% of the Year's Maximum Pensionable Earnings.

in each of two consecutive calendar years immediately prior to membership in the plan.

- Credited Service - Credited Service will include the calendar years of continuous service after March 1, 2002 during which an employee works 700 or more hours.

If an employee is absent due to illness or injury, he will continue to accumulate credited service for up to one year. However, an employee will not accumulate credited service during an absence beyond one year due to illness or injury or during authorized leave of absence or layoff. In this case, the employee will continue to accumulate credited service upon his return to work provided the employee works a minimum of 700 hours in the calendar year.

- **Current Service Benefit** - \$10.00 per month per year of Credited Service effective March 1, 2002. Credited Service shall be limited to a maximum of 35 complete years.

Effective March 1, 2005, the future service pension credit shall be increased by \$1.00 per month to \$11.00 for credited service from March 1, 2005.

Effective March 1, 2006, the future service pension credit shall be increased by \$1.00 per month to \$12.00 for credited service from March 1, 2006.

Effective March 1, 2007, the future service pension credit shall be increased by \$1.00 per month to \$13.00 for credited service from March 1, 2007.

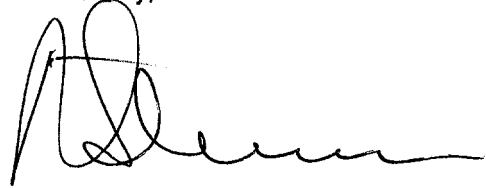
- **Normal Form of Pension** - The normal form of pension will be life only.
- **Termination** - After completing 2 years of continuous service, a terminating member, other than termination on account of death or retirement, will be entitled to a pension payable at his Normal Retirement Date, or to transfer to a locked-in Registered Retirement Savings Plan the actuarial equivalent value for his deferred retirement income under the Plan.
- **Death** - After completing 2 years of continuous service, for a member who terminates on account of death, the lump sum value of the Termination benefit shall be payable to the member's spouse or beneficiary, as required by provincial pension legislation.

TAZ:pem

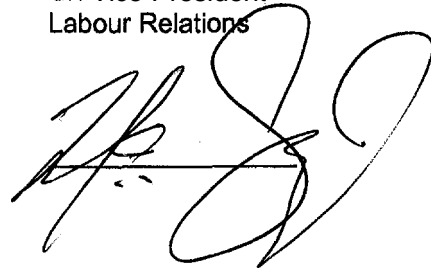
The foregoing is hereby acknowledged
and agreed to on behalf of:

Local 414

Sincerely,



T.A. Zakrzewski
Sr. Vice President
Labour Relations



LETTER OF _____ ANDING

RE: ALCOHOL/DRUG DEPENDENCY

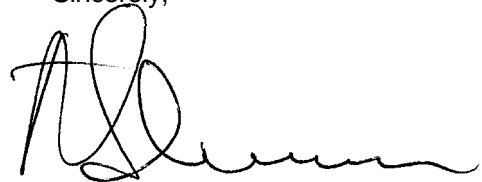
Mr. M. Langdon,
National Representative,
CAW - Local 414,
274 Alliance Road, #1,
MILTON, Ontario.
L9T 2V2.

Dear Sir:

This will reconfirm the understanding relating to the currency of the Collective Agreement dated February 27, 2005, 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 interests of the employee, the Company, the Union and the industry in general.

Sincerely,

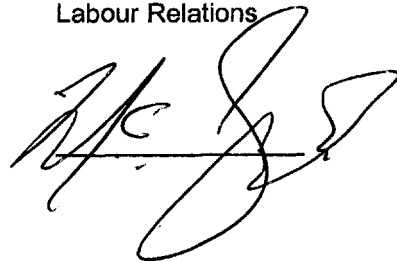


T.A. Zakrzewski
Sr. Vice President,
Labour Relations

TAZ:pem

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

Local 414



LETTER OF UNDERSTANDING

RE: PENSION PLAN FOR FULL TIME EMPLOYEES

Mr. M. Langdon,
National Representative,
CAW - Local 414,
274 Alliance Road, #1,
MILTON, Ontario.
L9T 2V2.

Dear Sir:

This will confirm the understanding relating to the currency of the Collective Agreement dated February 27, 2005, with respect to the Pension Plan for full time employees:

- **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 four (4%) percent for each year or partial year 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; effective November 1, 1992, the monthly pension for credited service prior to January 1, 1986 shall be increased to \$24.50; effective November 1, 1993, the monthly pension for credited service prior to January 1, 1986 shall be increased to \$26.00.

- 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 to October 25, 1992 shall be increased to \$29.00.
- d) effective November 1, 1992, the monthly pension for credited service from October 26, 1992 shall be \$31.00; effective November 1, 1993, the monthly pension for credited service from October 26, 1992 shall be \$33.00.
- e) effective January 1, 2000, the monthly pension for credited service from January 1, 2000 shall be \$36.00. effective March 1, 2005, the monthly pension for credited service from January 1, 2000 shall be increased by \$4.00 per month to \$40.00.
- f) effective March 1, 2002, the monthly pension for credited service from March 1, 2002 shall be \$38.00. effective March 1, 2005, the monthly pension for credited service from March 1, 2002 shall be increased by \$2.00 per month to \$40.00
- g) effective March 1, 2003, the monthly service pension credit shall be increased by \$2.00 per month to \$40.00 for credited service from March 1, 2003.
- h) effective March 1, 2005, the future service pension credit shall be increased by \$1.00 per month to \$41.00 for credited service from March 1, 2005.
- i) effective March 1, 2006, the future service pension credit shall be increased by \$1.00 per month to \$42.00 for credited service from March 1, 2006.
- j) effective March 1, 2007, the future service pension credit shall be increased by \$1.00 per month to \$43.00 for credit service from March 1, 2007.

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.

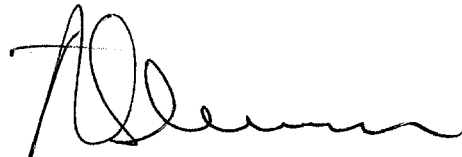
JOINT TRUST

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,

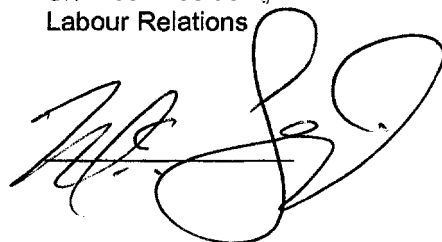


T.A. Zakrzewski
Sr. Vice President,
Labour Relations

TAZ:pem

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

Local 414



LETTER OF UNDERSTANDING

RE: BENEFITS

Mr. M. Langdon,
National Representative,
CAW - Local 414,
274 Alliance Road, #1,
MILTON, Ontario.
L9T 2V2.

Dear Sir:

This will reconfirm the understanding relating to the currency of the Collective Agreement dated February 27, 2005 with respect to Group Insurance, Long Term Disability, and Survivor's Income.

1. GROUP INSURANCE I

- (a) **Weekly Indemnity Benefits** will be 75% of weekly base rate, to a maximum of \$440.00 a week.
- (b) **Optical Benefits** will be a maximum of \$125.00 in any two (2) consecutive calendar years. The optical benefit will pay the cost of a customary and reasonable basis for frames, lenses and fittings 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

- (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; to be increased to a maximum benefit of \$1,970.00 per month effective January 1, 1993 for employees who apply and first become eligible for LTD after 1.1.93, and on the same basis, a maximum benefit of \$2,028.00 per month effective January 1, 1994.

- (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. SAFETY & EDUCATION TRUST FUND

The Company agrees to make a contribution to the Safety and Education Trust Fund of five (5¢) cents per hour, 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.

7. DENTAL TRUST

The Parties hereto agree that the rates of pay, as set out in the Collective Agreement are the correct rates of pay and properly reflect the Parties' previous agreement to reduce all rates of pay by five (5¢) cents per hour.

As a direct result of this reduction in the 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 (5¢) cents per regular hour worked, not including overtime, to the "Retail Wholesale Canada Multi-Employer Dental Benefit Trust Fund" in accordance with the terms of Article 18.08.

8. HUMANITY FUND

The Company will contribute one (1¢) cent per hour worked by employees covered by this Collective Agreement, to the CAW Social Justice Fund, and such contribution will be made for straight time hours worked only and will not be made for overtime hours or premium hours. Hours not worked, even though compensated in accordance with a specific provision of the Agreement and deemed to be hours worked for other purposes, shall not be considered to be hours worked for purposes of this Fund. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each calendar year, and such contributions shall be remitted to the address of the CAW Social Justice Fund. The Company will be issued with a charitable receipt for each payment.

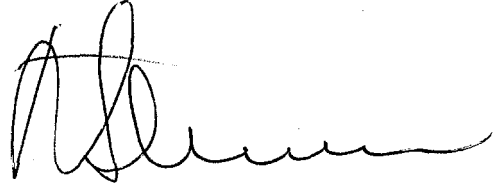
9. LETTER RE PENSION

The Company shall provide the Union full disclosure on the existing Jointly Trusteed Pension Plan, and agrees to participate with the Local Union in preparing a feasibility study regarding the possible transfer of assets to the Retail Wholesale Division Pension Plan.

10. LIVING BENEFITS FOR THE TERMINALLY ILL

Any terminally ill employee (terminally ill to mean the employee is virtually certain to die within the next twelve (12) months) can apply for and receive a living benefit equal to fifty (50%) percent of the employee's group life insurance. This advance payment will be deducted from the employee's death proceeds when the claimant ultimately dies. Should the employee return to work and eventually die, the final death claim amount would be reduced by the amount of the initial payment. The foregoing is subject at all times to the insurance carrier agreeing to participate in this program.

Sincerely,

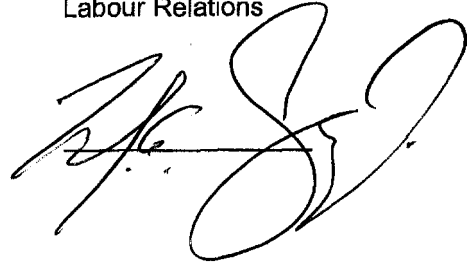


T.A. Zakrzewski
Sr. Vice President,
Labour Relations

TAZ:pem

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

Local 414



LETTER OF UNDERSTANDING

RE: ABSENCE FROM WORK PAY

Mr. M. Langdon,
National Representative,
CAW - Local 414,
274 Alliance Road, #1,
MILTON, Ontario.
L9T 2V2.

Dear Sir:

This will reconfirm the understanding relating to the currency of the Collective Agreement dated February 27, 2005 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; 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.

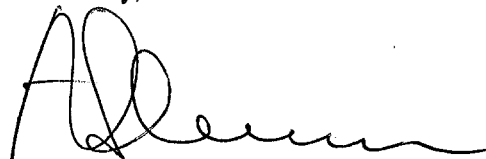
The employee must ask for the Store Manager when reporting his absence and not leave a message with the person who answers the telephone. If the Manager is not available, the employee is to ask for the "Manager's Appointee" and inform him of his absence.

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,

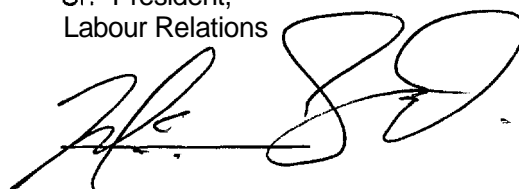


T.A. Zakrzewski
Sr. President,
Labour Relations

TAZ:pem

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

Local 414



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.

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