

Draft sent to Er for signature - 19  
(92-94)

EFF.	92	08	16
TERMIN	94	08	15
No. OF EMPLOYEES	1300		
NOMBRE D'EMPLOYÉS	1300		

**COLLECTIVE AGREEMENT**  
Full-Time

Between: **ZEHRS MARKETS INC.**  
A Division of **Zehrmart** Limited  
(hereinafter referred to as the "Employer")  
of the first part,

- and - **UNITED FOOD & COMMERCIAL WORKERS**  
**INTERNATIONAL UNION, LOCALS 175 & 633**  
**AFL-CIO-CLC**  
(hereinafter referred to as the "Union")  
of the second part.

ARTICLE 1 - PURPOSE

1.01 The Employer and the Union each represents that the purpose of the intent of this Agreement is to promote cooperation and harmony, to **recognize** mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to promote efficiency and service, to set forth herein the basic agreements covering rates of pay, hours of work and conditions of employment.

ARTICLE 2 - RECOGNITION

2.01 The Employer **recognizes** Local Union **175**, United Food and Commercial Workers International Union, as the sole and exclusive bargaining agency for all employees at its retail stores located in the Counties of Essex, Kent and **Lambton**, save and except Meat Department employees, Store Manager, Pharmacists, Merchandising Assistant, persons above the rank of Store Manager, persons regularly employed for not more than twenty-four (**24**) hours per week and students employed in off-school hours and during school vacation periods.

2.02 The Employer **recognizes** Local Union **633**, United Food & Commercial Workers International Union, as the sole and exclusive bargaining agency for all Meat Department employees at its retail stores located in the Counties of

MAR 27 1995  
0426905

Essex, Kent and **Lambton**, save and except persons regularly employed for not more than twenty-four (**24**) hours per week and students employed in off-school hours and during school vacation periods.

- 2.03 With the exception of **Fireco Sales Limited** or its successors or greeting card jobbers, no representative of a supplying company shall perform any routine store work. This limitation however shall not prevent supplying companies from activity such as checking code dates, rotation, **authorized** sampling and special promotions and shall not apply to new store openings or openings following store renovations.

### ARTICLE 3 - PROBATIONARY PERIOD

- 3.01 The first thirty (**30**) worked days of employment shall be considered a probationary period. It is understood between the Employer and the Union that a probationary employee shall be considered an employee for all purposes of the Agreement save the following:
- 1) A probationary employee may be dismissed at any time during the probationary period without any recourse to the Grievance Procedure.
  - 2) During the probationary period, such employee shall not be entitled to: (i) pay for jury duty; (ii) sick pay or sick leave; (iii) bereavement pay.

### ARTICLE 4 - UNION SECURITY

- 4.01 In the case of all persons now in the employment of, or who enter into the employment of the Employer, it is agreed that as a condition of continued employment, such person or persons shall become and remain a member in good standing of the Union within thirty (**30**) worked days - full time employees, or two hundred (**200**) hours - **part-time** employees, from the commencement of their employment. The Employer agrees that it will inform all new employees prior to or at the time of hiring, of the Union Security provisions of the Agreement.
- 4.02 (a) The Employer shall deduct weekly dues from the pay of bargaining unit employees. The amount **of** such deduction shall be as communicated by the Union and such dues shall be remitted to the Union prior to the fifteenth (**15th**) day following the month in which such deduction is made.

- (b) Upon completion of the probationary period, the Employer shall deduct initiation fees from such employee(s) in an amount as communicated by the Union, and forward such fees to the Union along with the regular monthly dues remittance.
- (c) The Employer shall remit to the Union within fifteen (15) calendar days following completion of the probationary period, the United Food & Commercial Workers Membership Application Form signed by the new employee. The Employer agrees to include the C.C.W.I.P.P. and Dental Trust Application cards into the new hire packet and remit the completed cards to the Plans' administrators within thirty (30) days of completion of the new employee's probation period.

- 4.03 On a quarterly basis, the Employer will supply to the Union a statement consisting of three (3) alphabetical listings (1. Local 175 Full-Time; 2. Local 175 Part-Time; 3. Local 633 Full-Time) showing each employee's name, social insurance number, store number, current address and postal code. This statement will be forwarded to the Union at the time of the regular Union dues remittance.
- 4.04 The Employer agrees to give the Union a list of new employees hired each month and such lists shall include starting rates of pay, The Employer also agrees at the same time each month to supply the Union with a list of known name changes and a list of all persons whose employment has been terminated.
- 4.05 Part-time employees temporarily relieving full-time employees for at least thirty-eight (38) hours weekly, shall be required to pay full-time Union dues for the week or weeks in question.
- 4.06 The Union agrees to indemnify and save harmless the Employer against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, action taken or not taken by the Employer for the purpose of complying with this Article,
- 4.07 The Company agrees to pay one-half (1/2) the cost of the meeting rooms and one-half (1/2) of the lost wages of the master negotiating committee to a maximum of six (6) members. Such payments will be based on the average hours worked in four (4) weeks prior to negotiations commencing for part-time employees and based on **thirty-eight (38)** hours regular pay for full-time.

The Employer shall reimburse the Union One Thousand Dollars (**\$1000.00**) toward the cost of printing the Collective Agreements.

ARTICLE 5 - DISCIPLINE OF PERMANENT EMPLOYEES

- 5.01 No employee shall be discharged or disciplined without just cause. The Union agrees to cooperate in correcting inefficiencies of members which might otherwise necessitate discharge.
- 5.02 (i) The Employer agrees that whenever an interview is held with an employee relating to any alleged inefficiency or breach of duty which will become part of such employee's record regarding his work or conduct, a store steward or Union representative shall be present at such interview. The steward or representative shall leave the meeting if requested to leave by the employee.
- (ii) If there is more than one (**1**) steward immediately available in the store, the employee may choose which steward will represent him.
- (iii) If an interview is held without a store steward or representative present, the disciplinary action taken will become null and void, except when the employee concerned requests the steward or representative to leave the meeting.
- 5.03 The Employer agrees to furnish the shop steward or Union representative with a copy of any official reprimand, discipline or discharge.
- 5.04 Should the Employer discipline, reprimand or discharge an employee, said employee will be disciplined, reprimanded or discharged within ten (**10**) working days of discovery of the alleged offence except that an extension of time may be requested and will not be unreasonably denied, to complete an investigation.
- 5.05 Disciplinary warnings and/or reprimands which predate a disciplinary action by more than twenty-four (**24**) continuous months of employment shall not be adduced in evidence against an employee in **any** subsequent disciplinary proceedings in which the employee is involved. Periods of absence, for greater than one (**1**) continuous month or more, shall be excluded from the twenty-four (**24**) month period but shall not cause the twenty-four (**24**) month period to commence again upon return from such absence.

ARTICLE 6 - HEALTH AND SAFETY

- 6.01 The Employer shall make provisions for the health and safety of its employees, during working hours, in accordance with the Occupational Health and Safety Act. The Employer will continue to work jointly with the Union with respect to health and safety matters and the **relating** education of its employees.
- 6.02 The Employer agrees to continue its practice of having Health and Safety Committees in each location and all members of such Committees will cooperate in ensuring any and all safety regulations and required work practices are followed.
- 6.03 The Union agrees to cooperate with the Employer in maintaining and improving safe working conditions and practices, in improving the cleanliness and good housekeeping of the store and in caring for equipment and machinery.
- 6.04 The Employer agrees that Meat Wrappers will not be required to use power tools (except slicers), saws, cleavers, or engage in any production work with knives. In the event that safety committees are established in the store, the Employer agrees that bargaining unit employees on a reasonable revolving basis will serve on the committee.

ARTICLE 7 - MANAGEMENT RIGHTS

- 7.01 The Union agrees that the Employer has the exclusive right and power to manage its business, to control the direction of the staff including the right to plan, direct and control the operations, hire, suspend, or discharge for just cause or relieve employees from duty for other legitimate reasons,. The right to establish and maintain reasonable rules and regulations covering the operation of the store, a violation of which shall be among the reasons for discharge, is vested in the Employer provided, however, that the above rights shall be exercised subject to the provisions of the Grievance Procedure of this Agreement.
- 7.02 It is agreed that the direction and supervision of the working force shall be at the discretion of the Employer within the terms of this Agreement.
- 7.03 The Union agrees that the Employer has the exclusive right and power to study or introduce new or improved

production and/or handling methods or facilities and the Union agrees to cooperate with the Employer in the installation of any such methods and in the education of its members for the necessity of such changes and improvements. The Union shall be given advance notice of any such changes and discussion will take place before the introduction of change so that the Union may educate its members as stated.

- 7.04 The parties agree that the foregoing enumeration of Management's rights shall not be deemed to exclude other **recognized** functions of Management not specifically covered in this Agreement. The Employer therefore retains all rights not otherwise specifically covered in this Agreement.
- 7.05 **All necessary medical** examinations and x-rays required by the Employer shall be paid for by the Employer and conducted on Company time.

#### ARTICLE 8 - TEMPORARY ASSIGNMENTS

- 8.01 An employee relieving in a higher rated classification will be entitled to receive a premium of twenty-five (**25**) cents per hour over his regular hourly rate after he has completed two (**2**) consecutive scheduled shifts in such classification. The premium will be paid retroactive to the first (**1st**) shift. Part-time employees relieving a full-time employee and working in excess of twenty-four (**24**) hours per week shall receive twenty-five (**25**) cents per hour as above. Part-time employees working over twenty-four (**24**) hours per week but not relieving a **full-time** employee will not so qualify.
- 8.02 An employee relieving the Assistant Store Manager, Produce Manager, Meat Manager, Bakery Manager or Head Cashier will be entitled to receive a premium of **sixty-five (65)** cents per hour over his regular hourly rate after he has completed more than two (**2**) consecutive scheduled shifts in such classifications. The premium will be paid retroactive to include the first (**1st**) shift.
- 8.03 An employee relieving the Store Manager will be entitled to receive a premium of one dollar (**\$1.00**) per hour over his regular hourly rate after he has completed more than two (**2**) consecutive scheduled shifts in such classification. The premium will be paid retroactive to include the first (**1st**) shift.

.04 A temporary vacancy in a full-time position of less than six (6) months in which the Employer requires a part-time employee to work full-time hours, such hours will be given to one (1) part-time employee provided a part-time employee is available and possesses the ability and qualifications to perform the work.

A part-time employee will not be assigned to relieve positions (defined in Articles 8.01, 8.02 and 8.03 above) if a full-time employee on layoff, who has sufficient ability and qualifications to perform the relief work, is available. This condition applies only in the store where the opening exists.

8.05 Temporary assignments to the positions of Head Meat Cutter or Assistant Store Manager will be the sole determination of the Employer and will be based on the following criteria:

To be rotated among the available employees in the store who have the skill and qualifications to do the job in a competent manner.

#### ARTICLE 9 - DISCRIMINATION

9.01 There shall be no discrimination on account of race, colour, creed, political or religious affiliation, sex, **age**, marital status or membership in the Union.

#### ARTICLE 10 - UNION PRIVILEGES

10.01 It is agreed that the Business Representative of the Union shall be admitted during working hours, at reasonable times, to interview employees while on duty or to inspect working conditions provided, however, that such visits shall be calculated to cause a minimum of disturbance with the Employer's business and further that the Business Representative shall report his presence to the Store Manager on the occasion of each such visit.

#### ARTICLE 11 - SENIORITY

11.01 Seniority shall be **recognized** by the Employer and shall be based on the length of continuous employment with the Employer in the bargaining unit.

11.02 Service shall be **recognized** by the Employer and shall be based on the length of continuous employment with the Employer.

11.03 Employees shall not acquire seniority during the thirty (30) worked days probationary period. However, if an employee is continued in employment after such period, seniority shall commence from the commencement of such continuous employment.

11.04 Layoff and recall shall be based on seniority provided the senior employee has the skill and qualifications to perform a competent job.

In the event of layoffs, the employees in lower classifications may not displace employees in higher classifications.

Employees with more than three (3) months of service with the Employer will be given at least one (1) week's notice in writing of layoff or one (1) week's pay in lieu of notice.

11.05 Promotions within the bargaining unit shall be based on seniority provided skill and qualifications to perform the job are equal.

(a) When job vacancies occur in the following classified positions and replacements are required, they shall be posted on the bulletin board for a period of five (5) working days during which time application may be made by employees seeking a promotion. All vacancies in classified positions will be posted within ten (10) days of occurrence.

#### CLASSIFIED POSITIONS

Assistant Store Manager	Head Meat Cutter
Produce Manager	Head Cashier
Meat Manager	Bakery Manager
<b>Photolab</b> Clerk	

(b) The Employer shall have five (5) working days following the expiration of the posting to fill the vacancy.

(c) The Employer agrees that when a promotion within the bargaining unit takes place the **name and seniority** of the promoted employee, **and the position** to which he was promoted, shall be posted on the bulletin board **of the stores** within five (5) working days.

(d) When a vacancy occurs in a classified position and the vacancy is caused by justified absence for a period in excess of six (6) months, the vacant



position will be posted as aforesaid in this Article. When such absent member returns to work, he shall return to his former store and position. Any member promoted as a result of such posting to replace an absent member and who is subsequently displaced by the absent member returning shall be given layoff notice and options as per Article 11.04, 11.08 and Letter of Understanding #5.

- 11.06 Where no employee possesses the skill and qualifications, the Employer may hire a person from outside the bargaining unit to fill the vacancy.
- 11.07 Seniority shall be considered terminated and the employee deemed to have quit if the employee:
- (a) voluntarily leaves the employ of the Employer;
  - (b) is discharged for just cause;
  - (c) (i) is laid-off continuously for a period of more than six (6) months where an employee has less than one (1) year seniority, or for a period of twelve (12) months where an employee has one (1) year seniority or more, or if he is called back to work after a layoff and does not report to work within two (2) weeks after having been sent notice in writing by registered mail to his last know address;
  - (ii) An employee on full-time layoff from the Employer may refuse recall to a temporary position without the loss of recall rights, if the Employer recalls an employee for thirty (30) calendar days or less. An employee on a full-time layoff from the Employer may refuse recall to a permanent position if unable to accept for legitimate illness or disability, without loss of recall rights, provided such illness or disability is verified to the Company's satisfaction.
  - (d) fails to return to work upon the conclusion of a leave of absence without reasonable cause;
  - (e) is absent from work for three (3) consecutive scheduled days of work without reasonable cause.
  - (f) an employee absent from work because of legitimate accident or sickness shall not lose seniority rights except as provided in this clause. **Any** progression rate increases shall cease twenty-six

(26) weeks following the commencement of the absence Until his return.

- 11.08 **Full-time employees** who are laid Off will be offered part-time employment.
- 11.09 When a full-time employee changes his status to a **part-time** employee, he shall carry **full seniority** and **service** to a part-time seniority and service list including any part-time seniority and service acquired prior to becoming full-time.
- 11.10 Employees who are laid off and **subsequently** recalled according to Article 11.07 (c) shall be given credit for appropriate quarterly wage progression increases according to Article 22.
- 11.11 A part-time **employee** who has **completed** the part-time probationary period and who **becomes** a **full-time** employee, Will **not** be required to **serve** the **full-time** probationary period and will be given full-time seniority credit and full-time service credit of fifty percent (**50%**) of his part-time seniority or part-time service up to a maximum of eighteen (**18**) months.
- 11.12 The **Employer** agrees to post in each store, quarter annually, separate seniority lists for Locals **175** and **633**, with copies to be sent to the Union office.
- 11.13 (a) It is agreed that **transfers** Of **employees** between stores are essential to the proper operation of the business and that the employees will cooperate with the Employer in this matter. The **Employer** agrees that if the employee has good and sufficient reason **not** accepting **the transfer** he will **not** be **forced to** transfer and he will not be discriminated against with regard to future transfer because of his **failure to accept the transfer** in question. The **Employer** agrees that it will not act in an arbitrary manner in exercising its rights to transfer employees under this provision.
- (b) No **employee** Will be transferred in excess of twenty-five (**25**) miles measured from store to store, except by mutual agreement.
- (c) In the case of temporary transfers, the Employer agrees that:
- An employee will not be transferred to another store for a period of **time** in excess of **three** (**3**) months, except by mutual agreement.

Transfers shall be rotated among the qualified **employees employed** in the store that is filling the **Company's transfer** needs **except** for classified positions.

(d) Full-time employees wishing to transfer to another store shall be given preference over part-time being **reclassified** to full-time providing the employee has a transfer request on file and possesses the skills and qualifications to perform the job available. Where more than one such qualified employee has a request on file, seniority shall govern.

(e) Effective November **25th, 1990**, all transfer requests presently on file shall be deemed to have expired; An **employee requesting a transfer** shall submit a request form and such form shall be kept on **file for the life** Of this **Collective Agreement**.

NOTE: The **above Article 11.13 (e)** is applicable provided the Employer gives written notice to each **employee** Of this Amendment. Each employee must be notified within **three (3)** weeks of October **21, 1990**.

11.14 Subject to Article **11.05** of the full-time Agreement, when a job vacancy occurs which the Employer intends to fill or a new job is created, the Employer shall post **the** name of the successful applicant on the Bulletin Board of each store within **seven (7)** calendar days for a minimum period of ten **(10)** calendar days.

## ARTICLE 12 - HOURS OF WORK

12.01 The basic work **week** for full-time employees will consist of thirty-eight **(38)** hours - four **(4)** days of eight **(8)** hours each and one **(1)** day of six **(6)** hours, but in no event shall the short shift end later than **5:00** p.m. except by mutual agreement.

The short day referred to **above** may be scheduled any day of the week; **however**, reduced hours for these short days are **to be taken** at the end of the shift, where practicable, but in no event shall the short shift end later than **5:00** p.m. except by mutual agreement.

The provision for hour and days in the **week** is intended to provide a basis of calculating time **worked** and shall not be a guarantee as to hours of work per day or as to days of work per **week**.

12.02 A work schedule shall be posted in ink in the **department** on each Thursday by noon showing the scheduled working hours **for each employee** covered by this **Agreement for the succeeding** week and no change shall be made in such schedule except in the **case of sickness**, accident or **bereavement** in the store **where** the employee is regularly **employed**. The **Store Manager** shall give the store steward a copy of such work schedule, and at the conclusion of the **posted work week**, a copy of the revised work **schedule**.

All employees who **desire** to have Saturdays off shall be granted one (1) Saturday off each month, inclusive of Saturday prior to vacation. No **employee** Will be scheduled for less than nine (9) hours off between the end of a shift and the start of the next shift.

12.03 It is agreed that all hours worked in excess of eight (8) hours per day, six (6) hours on the short day, and thirty-eight (38) hours in a week (which includes hours paid as Statutory Holiday pay) will be paid for at the rate of one and one-half times (1 1/2 X) the employee's regular hourly rate,

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

Scheduled overtime shall be offered to the most **senior** available qualified employee(s). Unscheduled **overtime** on a given shift shall **be** offered to employees on the shift, in accordance with their seniority, who are qualified and available to perform the work.

12.05 The basic work **week** for a week in which a Statutory Holiday occurs will be one (1) full day's hour deducted from the normal basic work week for each of such holidays.

12.06 No **employee** shall be laid off to avoid the payment of **overtime**.

12.07 The parties hereto agree that there shall be no split shift save for the unpaid meal **period**. The unpaid meal period will normally be one (1) hour. **However**, on the night shift, employees will be scheduled for one-half (1/2) hour unpaid meal period. The unpaid meal period shall be taken not less than two and one-half (2 1/2) hours nor more than five (5) hours after the starting time of **the** shift.

- 12.08 There shall be no duplication of overtime premiums.
- 12.09 On any night when the store is open for evening shopping, an employee shall **receive** an evening shopping premium of **one** dollar and twenty-five cents (**\$1.25**) per hour for all hours worked after **6:00** p.m. on Monday to Friday inclusive, and shall receive an evening shopping premium of two dollars (**\$2.00**) per hour for all hours worked after **6:00** p.m. on Saturday or the second (**2nd**) evening.
- 12.10 (a) Employees may be scheduled to work one (**1**) evening if the store is open for evening shopping up to **three (3) evenings** per week. They may be scheduled to work up to two (**2**) evenings if the store is open in excess of three (**3**) **evenings** per week. An **employee** will **not** be scheduled to work on **two (2)** consecutive evenings.
- (b) On any evening **when** an employee **is not** scheduled for evening shopping, the employee **will not be** scheduled to work beyond **6:00** p.m. **but it is** understood that such employee may **be** required to work after **6:00** p.m. in exceptional circumstances including the illness or late arrival of an employee scheduled for evening shopping,
- (c) If the store is not open for evening shopping, employees may be scheduled to work up to **10:00** p.m. and will be paid a premium of one dollar and twenty-five cents (**\$1.25**) per hour for all hours so worked on the first (**1st**) evening and two dollars (**\$2.00**) per hour for all hours worked on the second (**2nd**) evening.
- (d) If the store is not open for evening shopping, those employees not scheduled beyond store closing will not be scheduled later than one-half (**1/2**) hour beyond the closing of the store.
- (e) If the store is open for evening shopping, those employees not scheduled beyond store closing will not **be** scheduled later than one-half (**1/2**) hour beyond the closing of the store, unless by mutual agreement.
- (f) It is understood and **agreed** that the two dollars (**\$2.00**) per hour referred to in Article **12.09** and Article **12.10 (c)** above will be applicable to the second (**2nd**) evening **regardless** of when the first (**1st**) evening is worked.

It is also understood and **agreed** that the maximum of two (2) evenings referred to in **Article 12.10 (a)** is applicable to **Article 12.10 (c) above**; that is an employee will not be scheduled to work for more than two (2) evenings per **week** whether the store is **opened** or closed for evening shopping.

- (g) An employee (other than bakery department) may **be** scheduled to commence work up to **three (3)** hours prior to store opening.

For the purpose of this **Article**, store opening is considered to be **9:00** a.m. and the store closing is considered to be **10:00** p.m. or earlier unless a major competitive situation indicates a later closing.

- (h) Employees will not be scheduled to work more than one (1) Saturday night in **three (3)** for evening shopping, unless mutually **agreed** to by the **Employer** and the **employees** concerned.

12.11 An **employee** other than the Assistant Store Manager assigned to carry the store keys, for the purpose of closing the **store**, will receive an additional premium of four dollars (**\$4.00**) for each shift so assigned.

12.12 Night Shifts

- (a) A night shift **employee** is an **employee** who is scheduled to work in a store after it has been closed to the public, between the hours of **10:00** p.m. and **9:00** a.m., and whose duties primarily are **connected** with receiving and stocking the store and incidental functions **connected** therewith. A night shift premium of seventy-five (75) cents per hour shall **be** paid to employees who work on night shift for all hours worked on such shift. Night shift **employees** who **are** receiving overtime pay shall receive such overtime pay on the basis of **their** regular hourly rate. The night shift premium shall not be included in their regular hourly rate **for** the purpose of calculating overtime pay, but shall be included in their regular hourly rate for the purpose of calculating vacation, statutory holiday and sick pay. Rotation of night shift to be worked out in each individual store on a mutual agreement basis. **Where** there is no **mutual agreement** in the store, employees shall be scheduled on the basis of two (2) months on night shift and two (2) months off night shift.

- (b) The work week **for** a night shift employee will be scheduled in five (5) consecutive nights.
- (c) A night shift employee who **is** in charge of the night crew shall be **referred** to as the Night Crew Chief and shall be paid a premium of one dollar and thirty cents (**\$1.30**) per hour over the top "**B Clerk**" rate. This Night Crew Chief premium shall be paid to such an employee for all night shift hours worked.
- (d) The Employer agrees that a Night Crew Chief will be assigned to each night shift operation.
- (e) It is understood that no **employee** shall be required to work alone on the night shift. **In the event** that a night shift employee reports to his scheduled store and no one is available to work with him, he shall first report to the nearest operating Night Crew Chief and **then** notify his **Store** Manager.
- (f) In the case of an employee in the Bakery Department who works a shift that commences prior to **6:00** a.m., and no earlier **than 4:00** a.m., **the Employer** agrees:
1. to pay such employee seventy-five (**75**) cents per hour for all hours worked prior to **6:00** a.m., and
  2. to schedule such **employee** for five (5) consecutive shifts for that week in which he commences work prior to **6:00** a.m.

#### 12.13 Refrigeration Checks

- (a) Any **employee** who is a **member** Of the bargaining Unit required to check stores for heating and refrigeration on a non-working day shall receive fifteen dollars (**\$15.00**) for the first (**1st**) one-half (**1/2**) hour and two times (**2X**) his regular rate Of pay thereafter.

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

- (b) Employees will not be required to travel in **excess** of twenty-five (**25**) **kilometres** (one way - from **his** permanent residence to the store) for the purpose of heating and refrigeration checks, **except** by mutual agreement,

12.14 Full-time Deli Clerks will receive a premium of twenty (20) cents per hour.

ARTICLE 13 - NOTICE OF ABSENCE

13.01 Employees are **expected** to attend work as scheduled. When unable to attend, the **employee** shall **contact** his **Store Manager, Immediate Supervisor, Department Manager**, or the next highest management person within two (2) hours before his scheduled starting time **where** practicable, giving the reason he is unable to report for work. He shall advise the **Employer when** he expects to return to work and how the **Store Manager** or the **other** management person as appropriate, noted **above**, can Call or contact him **relative to** this absence.

ARTICLE 14 - STATUTORY HOLIDAYS

14.01 (a) **There** shall be nine (9) Statutory Holidays as follows:

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

or days celebrated in lieu thereof'.

(b) "**Heritage Day**" shall be added to the list of Statutory Holidays as a tenth (**10th**) Statutory Holiday if proclaimed as a holiday during the term Of this **Collective Agreement**.

14.02 All employees shall be entitled to full pay for such holidays provided, **however**, that no employee shall be **entitled** to be paid for such holiday if he **does** not work his complete scheduled shift of his scheduled working day preceding the holiday and his scheduled working day following the holiday unless his absence was for a valid reason.

14.03 A full-time **employee** Covered by this Agreement shall **be** eligible for a personal holiday with pay once during each calendar year at a time mutually agreed upon between the Employer and the **employee** concerned.

14.04 When a Statutory Holiday occurs in a week during which an employee is scheduled to work all of his shifts on the night crew, such an employee shall receive Statutory Holiday pay inclusive of the night shift premium.



**Employees** who are Off on **compensation, accident** or **illness** shall **receive** Statutory Holiday pay if they have worked within **seven (7)** days of the holiday. Should a Statutory Holiday occur within an employee's **leave** of absence, he shall not be paid for such Statutory Holiday.

- 14.05 In the event a Statutory Holiday falls on a Sunday, the next work day shall be **recognized** and paid as a holiday. In the event that day is also a holiday, the next work day shall be **recognized** and paid as a holiday.
- 14.06 No employee will be scheduled to work on Christmas Eve or New Year's Eve beyond **6:30** p.m.
- 14.07 In the event stores are open for business on a Statutory Holiday, or a day celebrated in lieu of a Statutory Holiday, the Employer may require employees to work that day and shall pay them two times **(2X)** their regular rate of pay plus the day's pay for such holiday.
- 14.08 The Employer shall pay all **employees** two times **(2X)** their regular rate of pay for all hours worked on a Sunday which are not related to the store opening for business. This provision shall not apply to employees on the night crew who may be required to commence **their** scheduled shift prior to midnight on Sunday night. When this premium is paid, no other premiums or bonuses Will apply to such hours worked.
- 14.09 The **Employer** shall pay all employees one and one-half **(1 1/2X)** their regular rate of pay for all hours worked on the employee's scheduled day off.
- 14.10 **Employees** required to work on a Statutory Holiday shall be guaranteed a minimum of four **(4)** hours work.
- 14.11 (a) All work on Sunday to be voluntary.
- (b) Employees shall be paid one and one-half **(1 1/2x)** their regular rate of pay for all hours worked on Sunday which is related to the store opening for business. For the purposes of clarity, "**all** hours worked on Sunday which is related to the store opening for business" includes: hours worked up to three **(3)** hours before store opening and one-half **(1/2)** hour after store closing.
- (c) A separate **schedule** for Sunday is to be posted and hours offered by seniority.
- (d) Hours worked on Sundays will **be** over and above the normal scheduled work **week**.

- (e) **Employees** who **volunteer** to work on Sunday when open for business, no overtime premiums, only time and one-half (1 1/2x) premium shall apply.

ARTICLE 15 - VACATIONS

- 15.01 Vacations with pay will be calculated on each year of employment commencing with May 1 and ending with April 30.
- 15.02 A full-time employee taking his vacation in the calendar year prior to May 1<sup>st</sup> shall, upon request, receive a cash advance equal to one (1) **week's** net pay for each **week** of vacation taken provided such request is made two (2) weeks prior to the vacation.
- 15.03 An employee with less than six (6) months of full-time service to May 1 shall receive vacation pay of four percent (4%) of total earnings.
- 15.04 An employee with six (6) months of full-time service to May 1 shall receive one (1) **week** vacation with vacation pay at four percent (4%) of total earnings.
- 15.05 An employee with one (1) year of full-time service but less than four (4) years of full-time service to May 1 shall receive two (2) weeks vacation with vacation pay at four percent (4%) of total earnings.
- 15.06 An employee with four (4) years of full-time service but less than nine (9) years of full-time service to May 1 shall receive three (3) weeks vacation with vacation pay at six percent (6%) of total earnings.
- 15.07 An employee with nine (9) years of full-time service but less than fifteen (15) years of full-time service to May 1 shall receive four (4) **weeks** vacation with vacation pay at eight percent (8%) of total earnings.
- 15.08 An employee with fifteen (15) years of full-time service but less than twenty-five (25) years of full-time service to May 1 shall receive five (5) weeks vacation with vacation pay at ten percent (10%) of total earnings.
- 15.09 An employee with twenty-five (25) years of full-time service or more to May 1 shall receive six (6) weeks vacation with vacation pay at twelve percent (12%) of total earnings.
- 15.10 (a) Vacations shall be taken in the current calendar year unless mutually **agreed** upon by the Employer

and **the** employee, To the **extent it is practicable**, the Employer will grant **vacations** in one continuous period. **Employees entitled to three (3)** weeks of vacation who wish to take them in a continuous period must be prepared to conclude them prior to **June 15** or commence **them** subsequent to **September 15**. **Employees entitled to four (4)** or more weeks of vacation may take a maximum of **three (3)** weeks vacation between **June 15** and September 15.

(b) An employee will have the right to hold his vacation in abeyance if he is absent **due** to sickness, accident or compensation at the time his vacation is scheduled to begin. Such deferred vacation shall be taken at a later date which is mutually agreed to **between the employee** and the Employer. **However**, the **employee** shall advise the **Employer** as soon as he is capable or upon his return to work of his intention to take such deferred Vacation, which cannot be extended beyond year end,

15.11 Total earnings of an **employee** shall be the total earnings of the employee during the previous vacation year, May 1 to April **30**, excluding vacation pay paid to the employee in respect of that period.

15.12 Unless otherwise provided in this Agreement, vacation pay shall be computed in May and shall be paid to employees annually in the month of May.

15.13 When a Statutory Holiday as defined in Article **13** hereof occurs during an employee's vacation period, such employee shall be **entitled** to receive **either one (1)** day extra vacation or one (1) day's pay as follows:

(a) Wherever possible, the extra day is to be taken in conjunction with the vacation at either the beginning or the end of the vacation period (**ie: Saturday preceding** or Monday following.)

(b) If an employee is called in to work on the extra day of vacation referred to **herein**, **he** shall be paid for the work **performed** on that day at one and one-half times (**1 1/2X**) his regular rate of pay.

(c) Arrangements under this Section are to be completed prior to the **commencement** of the employee's vacation period.

15.14 An employee will be entitled to the Saturday off immediately preceding the **commencement** of his **vacation** to

a maximum of **three (3)** per year. It is understood and **agreed** that such Saturday(s) off will be included in Saturdays off as provided for in Article **12.02**.

15.15 Each store will on February 1 of each calendar year, post a **vacation** schedule for listing the **employees** in order of seniority. An **employee must** submit his request for preference on **vacation** dates covering his **complete** vacation entitlement by March 15 in order that the **Employer** may **finalize** and post the vacation schedule by March 31. **However**, seniority shall not apply if the employee fails to make his selection before March 15. Full-time employees have preference **over** part-time employees in regard to vacation date scheduling.

15.16 All full-time employees of record as of October 17, 1987 who, before becoming **full-time** employees, had part-time status, will continue to combine their part-time and full-time service for the purpose of calculation of length and payment of vacation entitlement found in this Article.

Part-time employees who **become** full-time employees after **October 17, 1987**, carry seniority and service to **full-time** only as described in Article **11.11**.

#### ARTICLE 16 - LEAVE OF ABSENCE

16.01 At the Employer's discretion, an employee with twelve (12) months service may be granted a leave of **absence** without loss of seniority upon the prior permission in writing from the Personnel Department and under no **circumstances** shall such **leave** of absence **exceed** three (3) months for full-time employees and one (1) month for part-time employees inclusive of vacation time. **Requests** must be made in writing on the standard Leave of Absence Request Form at least thirty (30) days prior to the date requested and a written reply (including the reason for refusal of the request) **must** be **given** within fourteen (14) days. No leave of **absence** granted shall be considered as a precedent and the Employer will **judge each request** On its own merit in light of all the surrounding circumstances. Any leave of absence granted in conjunction with the employee's vacation will be **deemed** to follow his vacation **period**.

16.02 In the case of pregnant females, **leave** of **absence** will be granted without loss of seniority pursuant to the terms of the Employment Standards Act.

16.03 The **Employer** will grant a **leave** of absence without pay to not more than one (1) full-time employee who has one (1) years' seniority with the Employer for a period of not more than **twelve (12)** months **for an employee** who has been **elected** or appointed to an office with the Union. Such leave will **be** granted provided a relief employee satisfactory to the Employer is available and provided that notification is given to the Employer in sufficient time **to produce** a **relief** person.

#### ARTICLE 17 - UNIFORMS

17.01 The Employer agrees to provide two (2) uniforms to each "A" Clerk, Head Cashier, Assistant Head Cashier and Cashier without charge. Laundry of such garments shall be paid for by the employee. Such employees shall wear such shoes as are **required** by the Employer provided at their own expense.

17.02 The Employer agrees to provide such uniforms as required on a normal wear and tear basis.

17.03 The Employer agrees to provide to **other** employees such shop coats, smocks or aprons as may be required by the **Employer** without charge. Laundry of such garments shall be paid for by the Employer.

#### ARTICLE 18 - COMPENSATION

18.01 The Employer agrees that it will continue to be enrolled under the provisions of the Workers' Compensation Act of Ontario for all employees. The Employer will also pay an employee for the remainder of the shift in which the accident **occurred** that would require the employee to take time off.

18.02 The employee shall provide to the Employer information as to expected **date of** return to work in regard to the progress of his medical condition.

#### ARTICLE 19 - SHOP STEWARDS

19.01 Local Union **633** shall have the right to **designate** one (1) shop steward in each store. Local **175** shall have the right to designate two (2) shop stewards for each store, including a night shift steward where applicable, as well as an alternate bakery steward **where** applicable. The **Employer** will be informed of the names of the stewards.

19.02 The Manager or his designate shall introduce **each** new employee to the union steward.

19.03 Permission for a union steward to leave his work station for a reasonable period of time for union **business** shall **be** obtained from the **Store** Manager or his **designate**. Permission shall not be unreasonably withheld,

#### ARTICLE 20 - GRIEVANCES

20.01 Either the Employer, the Union or any employee has a right to lodge a grievance with respect to any matter arising out of this **Agreement** Or concerning the interpretation, application or alleged violation of this **Agreement**.

20.02 Any employee believing that he has **been** unjustly **dealt** with or that the provisions of this Agreement have not been complied with, shall **have** the right to place such grievances in the hands of the Union for review and adjustment by the **Employer**, if necessary. Such grievance shall **be** presented indicating the provision of the Collective Agreement which has been allegedly violated and shall be **processed** as follows:

##### STEP ONE

Within ten (10) working days after the event giving rise to the grievance occurs, the employee and his **store steward** shall discuss **the** grievance with the Store **Manager**. The Manager shall give an oral answer to the grievance within four (4) working days. Failing **settlement**:

##### STEP TWO

The grievance shall **be** reduced to writing and will be discussed **between** the **Union Representative**, the **Store** Manager and the District Manager. This discussion will be held within seven (7) working days of the decision of Step One. The District Manager will give his answer in writing within four (4) working days of the date of the meeting. Failing settlement:

##### STEP THREE

The grievance shall be forwarded to the Head Office of the **Employer** within one (1) **week** of the decision at Step Two and the **Employer** shall have one (1) **week** to dispose of the grievance. The **decision** shall be in writing and sent to the offices of the Union. If considered

necessary by the parties, a meeting may be held by the parties and may include the interested persons, If a meeting **is held, the** decision shall **be given to the** other party within seven (7) days **from** the date of the meeting.

- 20.03 In the case of a discharge, a grievance may **be** filed by an **employee** who **feels he** Was Unjustly dealt with. Such a grievance must be **filed** by an employee who feels **he** was unjustly dealt with. Such a grievance must be filed within four (4) working days from the **date** of dismissal and shall commence at Step Two. In any Subsequent disposal of this case during the **Grievance** Procedure, the Employer may reinstate the employee with full back pay, suspend the employee for a definite period or sustain the discharge, if mutually **agreed** to by the parties of this **Agreement**.
- 20.04 Grievances concerning rates shall commence at Step Two of the Grievance Procedure and the disposition of such grievances if sustained, shall **include the** determination of the **effective** date Of the **increase** with **retroactivity thereto**.
- 20.05 The **Employer** or the Union may file grievances commencing at **Step** Three.
- 20.06 The limits as prescribed above may be modified by mutual agreement of the parties.

#### ARTICLE 21 - ARBITRATION

- 21.01 Where a **grievance** 'relating to the interpretation, application or alleged violation of this Agreement is Still unresolved after the grievance **procedure** has been exhausted the matter may be referred to arbitration within twenty-one (21) days after the receipt of the decision at Step Three.
- 21.02 The party desiring arbitration will contact the **other** party in an **endeavour** to agree on a **single** arbitrator. Failing **agreement within three (3)** days, arbitration will be instituted under the following conditions.

Each party shall appoint an arbitrator and the two so appointed shall appoint a third and the **three** arbitrators shall **proceed** to dispose of the matter.

In the event the two arbitrators are unable to agree on a third, then a request shall be **made** to the Minister of Labour for the Province of Ontario to appoint a third arbitrator. The findings of the arbitrator or the three

arbitrators, as the case may be, shall be final and binding on the parties.

21.03 In determining any discharge or any **other** disciplinary grievance, the arbitrator or Board of Arbitration shall **have** the authority to:

(a) affirm the **Employer's** action and dismiss the grievance, or

(b) set aside a penalty imposed by the Employer and reinstate the **grievor** in his former position with or without compensation, or

(c) vary or alter the penalty **imposed** by the Employer or make such other determination as the arbitrator, or the Board of Arbitration as the case may be, in its **discretion** may **deem justified**.

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

#### ARTICLE 22 - WAGES AND LETTERS OF UNDERSTANDING

22.01 The Wages and Classifications are as set out in **Schedules A, B, and C** attached hereto and forming part of this Agreement.

22.02 The Employer agrees that the following classifications are to be maintained for the life of the Collective Agreement:

**Department Managers (Meat, Produce, Assistant Store Manager)**

**Bakery Manager** (where a "scratch-bakery" operations exists)

Head Cashier

Assistant Head Cashier (Incumbents only)

Head Meat Cutter (**where** there are three **(3)** or more Meat Cutters, including the Meat Manager.)

General Merchandise/Health and Beauty Care (Incumbents **only**)

22.03 Where a new **employee** Commences work or an **employee** is promoted within a quarter, he shall immediately receive the appropriate start rate for his first adjustment at the end of the quarter provided, however, he commences



work or is promoted prior to the middle (**15th**) of the second month within the quarter. Should he commence work or be promoted after the fifteen (**15th**) of the second month, he shall immediately receive the appropriate start rate for the position and he then shall receive his first quarterly adjustment at the end of the succeeding quarter.

Similarly, for classifications having six (**6**) month progression scales, where a new employee commences work or an employee is promoted within a **bi-annual** period, he shall immediately receive the appropriate start rate for his first adjustment at the end of the quarter, provided, however, he commences work or is promoted prior to the end of the third (**3rd**) month in the **bi-annual** period. Should he commence work or be promoted after the end of the third (**3rd**) month of the quarter, he shall immediately receive the appropriate start rate for the position and he shall then receive his first **bi-annual** adjustment at the end of the succeeding quarter.

**22.04** Letters of Understanding attached hereto and forming part of this Agreement are:

- #1 Supplier Representatives
- #2 Moving and Travel Expense Policy
- #3 Layoffs - Seniority F/T & P/T
- #4 Changes in Working Schedules
- #5 Temporary Assignments and Training F/T & P/T
- #7 Recall - Temporary
- #8 Employee Step Down from Classified Positions
- #9 Appearance
- #10 Scheduling hours after **6:00** p.m.
- #11 Merchandising Assistant
- #12 Counter Ready Meat
- #13 Power Jacks
- #14 Sunday Scheduling
- #15 **U.F.C.W. Locals 157/633 & Local 1977**
- #16 Joint Training & Education Trust
- #17 **Photolab** Clerk

**22.05** All Full-time employees covered by this Agreement shall be paid in accordance with Schedule "**A**", effective August 18, 1991.

**22.06** Effective January 3, 1993, all full-time employees covered by this Agreement, who were on the payroll of the Company on the date of ratification, shall receive a wage increase of thirty cents (**\$0.30**) per hour and shall progress on Schedule "**B**".

All full-time employees hired after date of ratification shall be paid in accordance with Schedule "B" and shall progress therefrom.

- 22.07 Effective January 2, 1994, all full-time employees covered by this Agreement who were on the payroll of the Company on the date of ratification, shall receive a wage increase of thirty-five cents (\$0.35) per hour and shall progress on Schedule "C".

All full-time employees hired after date of ratification shall be paid in accordance with Schedule "C" and shall progress therefrom.

- 22.08 Notwithstanding the above, employees that are earning a greater rate of pay than that in the classifications of the Collective Agreement shall receive a minimum of fifty percent (50%) of the appropriate general increase until such time as their rate of pay coincides with the rate in the Collective Agreement.

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

#### ARTICLE 23 - REST PERIODS

- 23.01 Employees shall be scheduled for a fifteen (15) minute paid rest period as near as possible in the middle of each half-day of three (3) hours or more allowing a minimum of one (1) hour after starting time and the resumption of work after the meal period. The parties agree to cooperate for exigencies of the business of the Employer. When an employee is scheduled for a shift of six (6) hours or more, he will be entitled to two (2) fifteen (15) minute rest periods irrespective of when lunch period is taken.

#### ARTICLE 24 - COOPERATION

- 24.01 The Union shall be notified in writing of all Company rules and regulations covering those covered by this Agreement.
- 24.02 An employee shall produce a physician's certificate when he has been sick and returns to work if so requested by the Employer and an employee shall take a medical

examination if so requested by the Employer. If the Employer requests a doctor's note regarding an absence, they must do so prior to the employee's return to work. The Employer shall reimburse the employee, upon proof of payment, the full cost of obtaining a doctor's note, to a maximum of ten dollars (**\$10.00**). The employee shall provide to the Company information as to expected date of return to work in regard to the progress of his medical condition.

- 24.03** The Employer agrees not to act in an arbitrary or discriminatory manner in making such requests.

ARTICLE 25 - REST ROOM AND LUNCH ROOMS

- 25.01** **Adequate** rest rooms and lunch rooms shall be provided and kept heated and ventilated and in a sanitary condition.

ARTICLE 26 - INSURANCE AND HOSPITALIZATION

- 26.01** The Employer agrees to continue in force for all **its** full-time employees including persons absent due to accident or illness, the existing plans covering Life Insurance, Major Medical Prescription Drugs, Vision Care, Weekly Indemnity, Long Term Disability, **O.H.I.P.** and sick days for the life of this Collective Agreement.

**26.02** Pension Plan

- (a) Effective December **29, 1991**, the Employer agrees to contribute to the Canadian Commercial Workers Industry Pension Plan ("Pension Plan") fifty-five (**55**) cents for all hours paid and worked for all full-time and part-time employees. Hours paid and worked is defined as regular hours, overtime hours, vacation, paid holidays, sick days, bereavement and jury duty, to a maximum of thirty-eight (**38**) hours per week per employee, but shall not include Weekly Indemnity or Workers' Compensation payments.

Effective January **1, 1993**, the Company's contribution to the Canadian Commercial Industry Pension Plan and the allocation to current service benefits shall be in accordance with those contribution levels agreed to by the trustees of the plan.

- (b) The amounts of contribution outlined in **26.02** (a) above include an eight (**8**) cent per hour contribution for past service benefits.

(c) The Employer will cease the contributions (outlined in 26.02 (a) and (b)) for past service benefits at such time as the past service liability is paid with respect to its employees covered by the Pension Plan therefore reducing the cents **perhour** contribution by eight (8) cents per hour.

26.03 Dental Benefit

- (a) Effective October 1, 1989, the Employer agrees to contribute eighteen (18) cents per hour for all hours worked to the Ontario Retail Employees Dental Benefit Trust Fund ("Dental Benefit"). Hours worked is as set out in 26.03(b).
- (b) Hours worked is defined as regular hours to a maximum of thirty-eight (38) hours per week, per employee, but shall not include: overtime hours, paid holidays, sick pay, bereavement, jury duty, Weekly Indemnity, Long Term Disability or Workers' Compensation.

26.04 Training & Education Fund

- (a) Effective October 1, 1989, the Employer agrees to contribute five (5) cents per hour to the Local 175 and 633, United Food and Commercial Workers Union, for all hours worked by all full-time and part-time employees, to a maximum of one dollar and ninety cents (\$1.90) per week per employee.
- (b) All regular hours worked is defined in Article 26.03(b). The Employer shall forward the contributions every four (4) weeks to the Union and shall include a list of employees, the number of hours paid and worked by each employee during each four (4) week period.

- 26.05 a) Employer Health Tax - Employer pays 100% of the cost.
- b) Weekly Indemnity - Effective January 1, 1991, sixty-six and two-thirds (66 2/3%) of weekly earnings to the next higher \$1.00 of benefit, subject to a maximum of \$425.00 per week for twenty-six (26) weeks.

Effective January 3, 1993, sixty-six and two-thirds (66 2/3%) of weekly earnings to the next higher \$1.00 of benefit, subject to a maximum of \$460.00 per week for twenty-six (26) weeks.

Effective January 2, 1994, sixty-six and two-thirds (66 2/3%) of weekly earnings to the next higher \$1.00 of benefit, subject to a maximum of \$490.00 per week for twenty-six (26) weeks.

- c) Long Term Disability - Effective January 1, 1992, sixty percent (60%) of basic monthly rate subject to a maximum of \$1650.00 per month.

Effective January 3, 1993, sixty percent (60%) of basic monthly rate subject to a maximum of \$1800.00 per month.

Effective January 2, 1994, sixty percent (60%) of basic monthly rate subject to a maximum of \$1850.00 per month.

- d) Group Life/A.D.& D. - i) All employees - \$20,000  
ii) Dependents - spouse - \$2,000  
- child - \$1,000

Effective January 3, 1993, Group Life/A.D. & D.  
- i) All employees - \$30,000  
ii) Dependents - spouse - \$3,000  
- child - \$1,000

- e) Extended Health

i) Drugs - no deductible.

All claims will be submitted for reimbursement by the policyholder, Employees may use the store mail to send drug forms to the Head Office for review and processing. Employees who have not received payment during four (4) weeks after mailing will be paid direct at store level.

ii) Supplementary Hospital - semi-private

iii) Vision Care - \$100.00 every two years, effective January 1, 1991.

Vision Care - \$125.00 every two years, effective January 3, 1993.

iv) Supplementary Health Care

v) Out of province coverage

- f) Sick Days (casual) - provides for payment of one hundred percent (100%) basic daily pay for the

first three (3) days of any absence due to illness to a maximum of ten (10) days per calendar year.

Further details may be found in Company Group Insurance Benefit Booklet and the Group Policies in effect. Booklet will be updated.

#### ARTICLE 27 - BEREAVEMENT PAY

- 27.01 Should a bereavement occur' in an employee's immediate family (parent, parent-in-law, spouse, child, brother, sister, daughter-in-law or son-in-law) the employee shall be granted such time off from work with pay as is reasonable under the circumstances, up to a maximum of three (3) days.
- 27.02 Should a bereavement of an employee's grandparent, grandparent-in-law, sister-in-law, brother-in-law, or grandchild occur, the employee shall be granted such time off from work with pay as is reasonable under the circumstances, up to a maximum of one (1) day.

#### ARTICLE 28 - NO STRIKE, NO LOCKOUT

- 28.01 In view of the orderly procedures established herein for the disposition of employees' grievances, the Employer and the Union agree that there shall be no strikes, walkouts, pickets, boycotts, stoppage of work or lockouts during the life of this Agreement.
- 28.02 In the event of strikes, lockouts, or other similar problems involving suppliers of goods or services, the Employer and the Union agree to meet and discuss such situation as it involves the parties to this Agreement, to endeavour to solve such problems in the best interest of the Employer, the Union and the employees to the best of the ability of the parties.

#### ARTICLE 29 - CHRISTMAS BONUS

- 29.01 Employees with a full year of continuous service as at December 1 shall receive a bonus of one (1) week's pay. Effective October 17, 1987, employees who work less than one (1) year continuous service will be paid on a pro rata basis as described in this Clause. Employees absent on Workers' Compensation or Long Term Disability as of October 17, 1987, will not be so effected while absence continues.

With nine (9) months service as of that date - **three-quarters (3/4)** of one (1) week's pay; with six (6) months service as of that date - **one-half (1/2)** of one (1) week's pay; and with three (3) months service as of that date - **one-quarter (1/4)** of one (1) week's pay.

Effective 1990, employees who work less than one (1) year continuous service because of a Workers' Compensation claim will be paid on a pro rata basis as described below:

With less than nine (9) months service as of that date - **three-quarters (3/4)** of one (1) week's pay; with less than six (6) months service as of that date - **one-half (1/2)** of one (1) week's pay; with less than three (3) months service as of that date - **one-quarter (1/4)** of one (1) week's pay.

Bonuses shall be paid on the pay day nearest December 15.

#### ARTICLE 30 - JURY DUTY

- 30.01 In the event that any employee is required to serve on Jury Duty, or Jury Selection he shall notify the Store Manager immediately upon receiving Jury Duty notice. The Employer agrees to make up the difference in pay between that received for such service or Jury Duty and the employee's regular rate of pay for a maximum of eight (8) hours per day upon proof of such service and the amount of Jury Duty pay received.
- 30.02 Employees not selected for Jury Duty shall upon being excused, report back to work provided the employee is scheduled to work on that day and a minimum of two (2) hours remains in his scheduled shift. This does not apply to those employees selected for Jury Duty.
- 30.03 Employees who may be required to attend court or other hearings on the Employer's behalf shall have the time spent attending or travelling to such hearings counted as time worked and shall be paid at their regular hourly rate.

#### ARTICLE 31 - FIRST AID KITS

- 31.01 First Aid kits shall be provided and maintained in all stores.

ARTICLE 32 - UNION SHOP CARDS

32.01 It will be the duty of the Employer to **display** prominently, Union Shop Cards in all their establishments where Union members are employed. Those cards shall remain the property of the Union and the Employer shall have their usage only until such time as the Union shall request their return. The Employer agrees to surrender same immediately upon demand by the Union.

ARTICLE 33 - NOTICE BOARD

33.01 The Employer agrees to furnish and install a notice board in each location accessible to the employees for the purpose of posting notices of either the Employer or the Union. Union notices shall be posted only where **authorized** by the Employer and the Union.

ARTICLE 34 - PART-TIME EMPLOYEES

34.01 When additional employees are required, the Employer will give preference to part-time employees on the basis of seniority, skills and qualifications, providing that before the vacancy occurs, those part-time employees who desire full-time employment, shall make their request known in writing to the Store Manager,

34.02 The Employer agrees that part-time employees or a combination of part-time employees shall not be used to the extent that they displace from employment the present full-time employees in the Employer's employ as of the date of ratification of this Agreement.

ARTICLE 35 - RETROACTIVITY

35.01 No part of this Agreement shall be deemed retroactive unless specifically stated. All provisions contained in this Agreement, unless specifically stated to be retroactive in nature, are effective on the date of ratification of this Agreement.

ARTICLE 36 - CASH ADVANCES

36.01 Full-time employees eligible for receipt of Weekly Indemnity or Workers' Compensation benefits may request an advance equal to their Weekly Indemnity entitlement and such amount will be reimbursed by the employee following receipt of payment from Weekly Indemnity or Workers' Compensation.



ARTICLE 37 - TERM OF AGREEMENT

37.01 This Agreement shall come into force and effect on the **16th** of August, **1992** and shall continue to the **15th** day of August **1994**, and shall thereafter be automatically renewed for the period of one **(1)** year unless either party, on written notice to the other, prior to the first **(1st)** day of May in any year, serves notice of intent to terminate or modify the Agreement.

37.02 In the event either party serves notice of a desire to negotiate changes into this Agreement as above set out, it is agreed that the Employer and the Union, without undue delay, shall begin negotiations of the proposed changes.

Pending the results of negotiations, neither party shall change the conditions existing under the Agreement.

Agreeing to the foregoing, the parties hereto have executed this agreement

Dated at Cambridge, Ontario, this day of \_\_\_\_\_ **19**\_\_

FOR THE UNION: \_\_\_\_\_

FOR THE EMPLOYER: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SCHEDULE "A" - Effective August 18, 1991  
WAGE PROGRESSION SCHEDULE

ASSISTANT STORE MANAGER (Local 175)

Store Volume	Start	6 Mos	12 Mos	18 Mos	24 Mos
0 - 175 K	\$15.83	\$16.67	\$17.51	\$18.35	\$19.20
176 - 240 K	16.03	16.87	17.71	18.55	19.40
241 - 350 K	16.23	17.07	17.91	18.75	19.60
351 K +	16.43	17.27	18.11	18.95	19.80

HEAD CASHIER (Local 175)

Store Volume	Start	6 Mos	12 Mos	18 Mos	24 Mos
0 - 175 K	\$13.76	\$14.60	\$15.44	\$16.28	\$17.12
176 - 240 K	13.94	14.78	15.62	16.46	17.31
241 - 350 K	14.12	14.96	15.80	16.64	17.49
351 K +	14.31	15.15	15.99	16.83	17.67

PRODUCE MANAGER (Local 175)

Store Volume	Start	6 Mos	12 Mos	18 Mos	24 Mos
0 - 175 K	\$14.74	\$15.58	\$16.42	\$17.26	\$18.10
176 - 240 K	14.92	15.75	16.59	17.43	18.27
241 - 350 K	15.12	15.94	16.78	17.62	18.46
351 K +	15.29	16.13	16.97	17.81	18.67

BAKERY MANAGER (Local 175) \* (Hired after September 8, 1990)  
(Where a "scratch bakery" operation exists)

\* - Existing Bakery managers remain on old progression

Store Volume	Start	6 Mos	12 Mos	18 Mos	24 Mos
0 - 175 K	\$14.74	\$15.58	\$16.42	\$17.26	\$18.10
176 - 240 K	14.92	15.75	16.59	17.43	18.27
241 - 350 K	15.12	15.94	16.78	17.62	18.46
351 K t	15.29	16.13	16.97	17.81	18.67

MEAT MANAGER (Local 633)

Store Volume	Start	6 Mos	12 Mos	18 Mos	24 Mos
0 - 175 K	\$15.89	\$16.73	\$17.57	\$18.41	\$19.25
176 - 240 K	16.08	16.91	17.75	18.59	19.43
241 - 350 K	16.26	17.10	17.94	18.78	19.67
351 K t	16.44	17.28	18.12	18.96	19.80

Existing employees of September 8, 1990 shall not suffer a reduction of their hourly wage as a result of the above volume changes.

SCHEDULE "A" - Effective August 18, 1991  
WAGE PROGRESSION SCHEDULE

MEAT CUTTER  
(Local 633)

Start	\$ 9.42
3 Mo.	10.25
6 Mo.	11.09
9 Mo.	11.93
12 Mo.	12.77
15 Mo.	13.60
18 Mo.	14.45
21 Mo.	15.29
24 Mo.	16.13
27 Mo.	16.97
30 Mo.	17.81

\*HEAD MEAT CUTTER  
(Local 633)

Start	\$13.17
3 Mo.	13.83
6 Mo.	14.47
9 Mo.	15.13
12 Mo.	15.77
15 Mo.	16.41
18 Mo.	17.05
21 Mo.	17.70
24 Mo.	18.35

\*Where there are  
3 or more meat  
cutters, including  
the Meat Manager

"A" CLERKS  
(Local 175)

Start	\$ 8.63
3 Mo.	9.59
6 Mo.	10.53
9 Mo.	11.49
12 Mo.	12.43
15 Mo.	13.37
18 Mo.	14.31
21 Mo.	15.26
24 Mo.,	16.22.

"B" CLERKS  
(Local 175)

Start	\$ 9.32
3 MO.	10.28
6 Mo.	11.22
9 Mo.	12.18
12 Mo.	13.12
15 Mo.	14.06
18 Mo.	15.00
21 Mo.	15.95
24 Mo.	16.91

\*ASST. HEAD CASHIER  
(Local 175)  
\*(Incumbents Only)

Start	\$ 9.63
3 Mo.	10.50
6 Mo.	11.35
9 Mo.	12.22
12 Mo.	13.07
15 Mo.	13.92
18 Mo.	14.77
21 Mo.	15.64
24 Mo.	16.51

BAKER  
(Local 175)

Start	\$10.93
3 Mo.	11.80
6 Mo.	12.65
9 Mo.	13.52
12 Mo.	14.35
15 Mo.	15.22
18 Mo.	16.16
21 Mo.	16.94
24 Mo.	17.81

SCHEDULE "B" - Effective January 3, 1993  
WAGE PROGRESSION SCHEDULE

ASSISTANT STORE MANAGER (Local 175)

Store Volume	Start	6 Mos	12 Mos	18 Mos	24 Mos
0 - 175 K	\$15.83	\$16.67	\$17.51	\$18.35	\$19.20
176 - 240 K	16.03	16.87	17.71	18.55	19.40
241 - 350 K	16.23	17.07	17.91	18.75	19.60
351 K t	16.43	17.27	18.11	18.95	19.80

HEAD CASHIER (Local 175)

Store Volume	Start	6 Mos	12 Mos	18 Mos	24 Mos
0 - 175 K	\$13.76	\$14.60	\$15.77	\$16.50	\$18.10
176 - 240 K	13.94	14.78	15.77	16.68	18.29
241 - 350 K	14.12	14.96	15.80	16.86	18.47
351 K +	14.31	15.15	15.99	17.05	18.65

PRODUCE MANAGER (Local 175)

Store Volume	Start	6 Mos	12 Mos	18 Mos	24 Mos
0 - 175 K	\$14.74	\$15.58	\$16.42	\$17.26	\$18.40
176 - 240 K	14.92	15.75	16.59	17.43	18.57
241 - 350 K	15.12	15.94	16.78	17.62	18.76
351 K t	15.29	16.13	16.97	17.81	18.97

BAKERY MANAGER (Local 175) \* (Hired after September 8, 1990)  
(Where a "scratch bakery" operation exists)

\* - Existing Bakery managers remain on old progression

Store Volume	Start	6 Mos	12 Mos	18 Mos	24 Mos
0 - 175 K	\$14.74	\$15.58	\$16.42	\$17.26	\$18.40
176 - 240 K	14.92	15.75	16.59	17.43	18.57
241 - 350 K	15.12	15.94	16.78	17.62	18.76
351 K t	15.29	16.13	16.97	17.81	18.97

MEAT MANAGER (Local 633)

Store Volume	Start	6 Mos	12 Mos	18 Mos	24 Mos
0 - 175 K	\$15.89	\$16.73	\$17.57	\$18.41	\$19.55
176 - 240 K	16.08	16.91	17.75	18.59	19.73
241 - 350 K	16.26	17.10	17.94	18.78	19.97
351 K t	16.44	17.28	18.12	18.96	20.10

Existing employees of September 8, 1990 shall not suffer a reduction of their hourly wage as a result of the above volume changes.

SCHEDULE "B" - Effective January 3, 1993  
WAGE PROGRESSION SCHEDULE

MEAT CUTTER  
(Local 633)

Start	\$ 9.42
3 Mo.	10.25
6 Mo.	11.09
9 Mo.	11.93
12 Mo.	12.77
15 Mo.	13.60
18 Mo.	14.45
21 Mo.	15.29
24 Mo.	16.13
27 Mo.	16.97
30 Mo.	18.11

\*HEAD MEAT CUTTER  
(Local 633)

Start	\$13.17
3 Mo.	13.83
6 Mo.	14.47
9 Mo.	15.13
12 Mo.	15.77
15 Mo.	16.41
18 Mo.	17.05
21 Mo.	17.70
24 Mo.	18.65

\*Where there are  
3 or more meat  
cutters, including  
the **Meat Manager**

**GROCERY/PRODUCE CLERK**  
CASHIER  
(Local 175)

Start	\$ 9.63
3 Mo.	10.28
6 Mo.	11.22
9 Mo.	12.18
12 Mo.	13.12
15 Mo.	14.06
18 Mo.	15.00
21 Mo.	15.95
24 Mo.	17.21

\*ASST. HEAD CASHIER  
(Local 175)  
\*(Incumbents Only)

Start	\$11.23
3 Mo.	12.10
6 Mo.	12.95
9 Mo.	13.82
12 Mo.	14.67
15 Mo.	15.52
18 Mo.	16.37
21 Mo.	17.24
24 Mo.	18.11

BAKER  
(Local 175)

Start	\$10.93
3 Mo.	11.80
6 Mo.	12.65
9 Mo.	13.52
12 Mo.	14.35
15 Mo.	15.22
18 Mo.	16.16
21 Mo.	16.94
24 Mo.	18.11

**G.M./H.A.B.C. CLERK**  
(Local 175)

Start	\$ 9.42
3 Mo.	10.25
6 Mo.	11.09
9 Mo.	11.93
12 Mo.	12.77
15 Mo.	13.60
18 Mo.	14.45
21 Mo.	15.29
24 Mo.	18.11

DELI CLERK  
(Local 633)  
Hired before  
**12/6/92**

Start	\$11.09
3 Mo.	11.93
6 Mo.	12.77
9 Mo.	13.60
12 Mo.	14.45
15 Mo.	15.29
18 Mo.	16.13
21 Mo.	16.97
24 Mo.	18.11

DELI CLERK  
(Local 633)  
Hired after  
**12/6/92**

Start	\$ 9.42
3 Mo.	10.25
6 Mo.	11.09
9 Mo.	11.93
12 Mo.	12.77
15 Mo.	13.60
18 Mo.	14.45
21 Mo.	15.29
24 Mo.	16.13
27 Mo.	16.97
30 Mo.	18.11

MEAT WRAPPER  
(Local 633)

Start	\$ 9.32
3 Mo.	10.28
6 Mo.	11.22
9 Mo.	12.18
12 Mo.	13.12
15 Mo.	14.06
18 Mo.	15.00
21 Mo.	15.95
24 Mo.	17.21

SCHEDULE "B" - EFFECTIVE JANUARY 3, 1993  
WAGE PROGRESSION SCHEDULE

SEAFOOD CLERK  
(Local 633)  
Hired before  
**12/6/92**

Start	<b>\$11.09</b>
3 Mo.	<b>11.93</b>
6 Mo.	<b>12.77</b>
9 Mo.	<b>13.60</b>
12 Mo.	<b>14.45</b>
15 Mo.	<b>15.29</b>
18 Mo.	<b>16.13</b>
21 Mo.	<b>16.97</b>
24 Mo.	<b>18.11</b>

SEAFOOD CLERK  
(Local 633)  
Hired after  
**12/6/92**

Start	<b>\$ 9.42</b>
3 Mo.	<b>10.25</b>
6 Mo.	<b>11.09</b>
9 Mo.	<b>11.93</b>
12 Mo.	<b>12.77</b>
15 Mo.	<b>13.60</b>
18 Mo.	<b>14.45</b>
21 Mo.	<b>15.29</b>
24 Mo.	<b>16.13</b>
27 Mo.	<b>16.97</b>
30 Mo.	<b>18.11</b>

**PHOTOLAB CLERK**  
(Local 175)

Start	<b>\$ 9.32</b>
3 Mo.	<b>10.28</b>
6 Mo.	<b>11.22</b>
9 Mo.	<b>12.18</b>
12 Mo.	<b>13.12</b>
15 Mo.	<b>14.06</b>
18 Mo.	<b>15.00</b>
21 Mo.	<b>15.95</b>
24 Mo.	<b>17.21</b>

FLORAL CLERK  
(Local 175)  
Hired **before**  
**12/6/92**

Start	<b>\$11.09</b>
3 Mo.	<b>11.93</b>
6 Mo.	<b>12.77</b>
9 Mo.	<b>13.60</b>
12 Mo.	<b>14.45</b>
15 Mo.	<b>15.29</b>
18 Mo.	<b>16.13</b>
21 Mo.	<b>16.97</b>
24 Mo.	<b>18.11</b>

FLORAL CLERK  
(Local 175)  
Hired after  
**12/6/92**

Start	<b>\$ 9.42</b>
3 Mo.	<b>10.25</b>
6 Mo.	<b>11.09</b>
9 Mo.	<b>11.93</b>
12 Mo.	<b>12.77</b>
15 Mo.	<b>13.60</b>
18 Mo.	<b>14.45</b>
21 Mo.	<b>15.29</b>
24 Mo.	<b>16.13</b>
27 Mo.	<b>16.97</b>
30 Mo.	<b>18.11</b>

SCHEDULE "C" - Effective January 2, 1994  
WAGE PROGRESSION SCHEDULE

ASSISTANT STORE MANAGER (Local 175)

Store Volume	Start	6 Mos	12 Mos	18 Mos	24 Mos
0 - 175 K	\$15.83	\$16.67	\$17.51	\$18.35	\$19.85
176 - 240 K	16.03	16.87	17.71	18.55	20.05
241 - 350 K	16.23	17.07	17.91	18.75	20.25
351 K +	16.43	17.27	18.11	18.95	20.45

HEAD CASHIER (Local 175)

Store Volume	Start	6 Mos	12 Mos	18 Mos	24 Mos
0 - 175 K	\$13.76	\$14.60	\$15.77	\$16.50	\$18.45
176 - 240 K	13.94	14.78	15.77	16.68	18.64
241 - 350 K	14.12	14.96	15.80	16.86	18.82
351 K +	14.31	15.15	15.99	17.05	19.00

PRODUCE MANAGER (Local 175)

Store Volume	Start	6 Mos	12 Mos	18 Mos	24 Mos
0 - 175 K	\$14.74	\$15.58	\$16.42	\$17.26	\$18.75
176 - 240 K	14.92	15.75	16.59	17.43	18.92
241 - 350 K	15.12	15.94	16.78	17.62	19.11
351 K +	15.29	16.13	16.97	17.81	19.32

BAKERY MANAGER (Local 175) \* (Hired after September 8, 1990)  
(Where a "scratch bakery" operation exists)

\* - Existing Bakery managers remain on old progression

Store Volume	Start	6 Mos	12 Mos	18 Mos	24 Mos
0					
176-- 240 K	\$14.92	\$15.58	\$16.59	\$17.26	\$18.92
241 - 350 K	15.12	15.94	16.78	17.62	19.11
351 K +	15.29	16.13	16.97	17.81	19.32

MEAT MANAGER (Local 633)

Store Volume	Start	6 Mos	12 Mos	18 Mos	24 Mos
0					
176-- 17240	\$16.08	\$16.91	\$17.75	\$18.59	\$20.08
241 - 350 K	16.26	17.10	17.94	18.78	20.32
351 K +	16.44	17.28	18.12	18.96	20.45

Existing employees of September 8, 1990 shall not suffer a reduction of their hourly wage as a result of the above volume changes.

SCHEDULE "C" - Effective January 2, 1994  
WAGE PROGRESSION SCHEDULE

MEAT CUTTER  
(Local 633)

Start	\$ 9.42
3 Mo.	10.25
6 Mo.	11.09
9 Mo.	11.93
12 Mo.	12.77
15 Mo.	13.60
18 Mo.	14.45
21 Mo.	15.29
24 Mo.	16.13
27 Mo.	16.97
30 Mo.	18.46

\*HEAD MEAT CUTTER  
(Local 633)

Start	\$13.17
3 Mo.	13.83
6 Mo.	14.47
9 Mo.	15.13
12 Mo.	15.77
15 Mo.	16.41
18 Mo.	17.05
21 Mo.	17.70
24 Mo.	19.00

\*Where there are  
3 or more meat  
cutters, including  
the Meat Manager

GROCERY/PRODUCE CLERK  
CASHIER  
(Local 175)

Start	\$ 9.63
3 Mo.	10.28
6 Mo.	11.22
9 Mo.	12.18
12 Mo.	13.12
15 Mo.	14.06
18 Mo.	15.00
21 Mo.	15.95
24 Mo.	17.56

\*ASST. HEAD CASHIER  
(Local 175)  
\*(Incumbents Only)

Start	\$11.23
3 Mo.	12.10
6 Mo.	12.95
9 Mo.	13.82
12 Mo.	14.67
15 Mo.	15.52
18 Mo.	16.37
21 Mo.	17.24
24 Mo.	18.46

BAKER  
(Local 175)

Start	\$10.93
3 Mo.	11.80
6 Mo.	12.65
9 Mo.	13.52
12 Mo.	14.35
15 Mo.	15.22
18 Mo.	16.16
21 Mo.	16.94
24 Mo.	18.46

G.M./H.A.B.C. CLERK  
(Local 175)

Start	\$ 9.42
3 Mo.	10.25
6 Mo.	11.09
9 Mo.	11.93
12 Mo.	12.77
15 Mo.	13.60
18 Mo.	14.45
21 Mo.	15.29
24 Mo.	18.46

DELI CLERK  
(Local 633)  
Hired before  
12/6/92

Start	\$11.09
3 Mo.	11.93
6 Mo.	12.77
9 Mo.	13.60
12 Mo.	14.45
15 Mo.	15.29
18 Mo.	16.13
21 Mo.	16.97
24 Mo.	18.46

DELI CLERK  
(Local 633)  
Hired after  
12/6/92

Start	\$ 9.42
3 Mo.	10.25
6 Mo.	11.09
9 Mo.	11.93
12 Mo.	12.77
15 Mo.	13.60
18 Mo.	14.45
21 Mo.	15.29
24 Mo.	16.13
27 Mo.	16.97
30 Mo.	18.46

MEAT WRAPPER  
(Local 633)

Start	\$ 9.32
3 Mo.	10.28
6 Mo.	11.22
9 Mo.	12.18
12 Mo.	13.12
15 Mo.	14.06
18 Mo.	15.00
21 Mo.	15.95
24 Mo.	17.56



SCHEDULE "C" - EFFECTIVE JANUARY 2, 1994  
WAGE PROGRESSION SCHEDULE .

SEAFOOD CLERK  
(Local 633)  
Hired before  
**12/6/92**

Start	\$11.09
3 Mo.	11.93
6 Mo.	12.77
9 Mo.	13.60
12 Mo.	14.45
15 Mo.	15.29
18 Mo.	16.13
21 Mo.	16.97
24 Mo.	18.46

SEAFOOD CLERK  
(Local 633)  
Hired after  
**12/6/92**

Start	\$ 9.42
3 Mo.	10.25
6 Mo.	11.09
9 Mo.	11.93
12 Mo.	12.77
15 Mo.	13.60
18 Mo.	14.45
21 Mo.	15.29
24 Mo.	16.13
27 Mo.	16.97
30 Mo.	18.46

**PHOTOLAB CLERK**  
(Local 175)

Start	\$ 9.32
3 Mo.	10.28
6 Mo.	11.22
9 Mo.	12.18
12 Mo.	13.12
15 Mo.	14.06
18 Mo.	15.00
21 Mo.	15.95
24 Mo.	17.56

FLORAL CLERK  
(Local 175)  
Hired before  
**12/6/92**

Start	\$11.09
3 Mo.	11.93
6 Mo.	12.77
9 Mo.	13.60
12 Mo.	14.45
15 Mo.	15.29
18 Mo.	16.13
21 Mo.	16.97
24 Mo.	18.46

FLORAL CLERK  
(Local 175)  
Hired after  
**12/6/92**

Start	\$ 9.42
3 Mo.	10.25
6 Mo.	11.09
9 Mo.	11.93
12 Mo.	12.77
15 Mo.	13.60
18 Mo.	14.45
21 Mo.	15.29
24 Mo.	16.13
27 Mo.	16.97
30 Mo.	18.46



### ARTICLE 3 - PROBATIONARY PERIOD

- 3.01 The first thirty (30) worked days or two hundred (200) hours, whichever comes first, of employment shall be considered a probationary period. It is understood between the Employer and the Union that a probationary employee shall be considered an employee for all purposes of the Agreement except that a probationary employee may be dismissed at any time during the probationary period without any recourse to the grievance procedure.

### ARTICLE 4 - UNION SECURITY

- 4.01 In the case of all persons now in the employment of, or who enter into the employment of the Employer, it is agreed that as a condition of continued employment, such person or persons shall become and remain a member in good standing of the Union within thirty (30) worked days - full time employees, or two hundred (200) hours - part-time employees, from the commencement of their employment. The Employer agrees that it will inform all new employees prior to or at the time of hiring, of the Union Security provisions of the Agreement.
- 4.02 (a) The Employer shall deduct weekly dues from the pay of bargaining unit employees. The amount of such deduction shall be as communicated by the Union and such dues shall be remitted to the Union prior to the fifteenth (15th) day following the month in which such deduction is made.
- (b) Upon completion of the probationary period, the Employer shall deduct initiation fees from such employee(s) in an amount as communicated by the Union, and forward such fees to the Union along with the regular monthly dues remittance.
- (c) The Employer shall remit to the Union within fifteen (15) calendar days following completion of the probationary period, the United Food & Commercial Workers Membership Application Form signed by the new employee. The Employer agrees to include the C.C.W.I.P.P. and Dental Trust Application cards into the new hire packet and remit the completed cards to the plan's administrators within 30 days of completion of the new employee's probation period.
- 4.03 On a quarterly basis, the Employer will supply to the Union a statement consisting of three (3) alphabetical listings (1. Local 175 Full-Time; 2. Local 175 Part-

Time; 3. Local 633 Full-Time) showing each employee's name, social insurance number, store number, current address and postal code. This statement will be forwarded to the Union at the time of the regular Union dues remittance.

- 4.04 The Employer agrees to give the Union a list of new employees hired each month and such lists shall include starting rates of pay, The Employer also agrees at the same time each month to supply the Union with a list of know name changes and a list of all persons whose employment has been terminated.
- 4.05 Part-time employees temporarily relieving full-time employees for at least thirty-eight (38) hours weekly, shall be required to pay full-time Union dues for the week or weeks in question.
- 4.06 The Union agrees to indemnify and save harmless the Employer against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, action taken or not taken by the Employer for the purpose of complying with this Article.
- 4.07 The Company agrees to pay one-half (1/2) the cost of the meeting rooms and one-half (1/2) of the lost wages of the master negotiating committee to a maximum of six (6) members. Such payments will be based on the average hours worked in four (4) weeks prior to negotiations commencing for part-time employees and based on thirty-eight (38) hours regular pay for full-time.

#### ARTICLE 5 - DISCIPLINE OF PERMANENT EMPLOYEES

- 5.01 No employee shall be discharged or disciplined without just cause. The Union agrees to cooperate in correcting inefficiencies of members which might otherwise necessitate discharge.
- 5.02 (i) The Employer agrees that whenever an interview is held with an employee relating to any alleged inefficiency or breach of duty which will become part of such employee's record regarding his work or conduct, a store steward or Union representative shall be present at such interview. The steward or representative shall leave the meeting if requested to leave by the employee.
- (ii) If there is more than one (1) steward immediately available in the store, the employee may choose which steward will represent him.

(iii) If an interview is held without a store steward or representative present, the disciplinary action taken will become null and void, except when the employee concerned requests the steward or representative to leave the meeting.

5.03 The Employer agrees to furnish the shop steward or Union representative with a copy of any official reprimand, discipline or discharge.

5.04 Should the Employer discipline, reprimand or discharge an employee, said employee will be disciplined, reprimanded or discharged within ten (10) working days of discovery of the alleged offence except that an extension of time may be requested and will not be unreasonably denied, to complete an investigation.

5.05 Disciplinary warnings and/or reprimands which predate a disciplinary action by more than twenty-four (24) continuous months of employment shall not be adduced in evidence against an employee in **any** subsequent disciplinary proceedings in which the employee is involved. Periods of absence, for greater than one (1) continuous month or more, shall be excluded from the twenty-four (24) month period but shall not cause the twenty-four (24) month period to commence again upon return from such absence.

#### ARTICLE 6 - HEALTH AND SAFETY

6.01 The Employer shall make provisions for the health and safety of its employees, during working hours, in accordance with the Occupational Health and Safety Act. The Employer will continue to work jointly with the Union with respect to health and safety matters and the relating education of its employees.

6.02 The Employer agrees to continue its practice of having Health and Safety Committees in each location and all members of such Committees will cooperate in ensuring any and all safety regulations and required work practices are followed.

6.03 The Union agrees to cooperate with the Employer in maintaining and improving safe working conditions and **practices, in** improving the cleanliness and good **housekeeping of** the store and in caring for equipment and machinery.

- 5.04 The Employer agrees that Meat Wrappers will not be required to use power tools (except slicers), saws, cleavers, or engage in any production work with knives. In the event that safety committees are established in the store, the Employer agrees that bargaining unit employees on a reasonable revolving basis will serve on the committee,

#### ARTICLE 7 - MANAGEMENT RIGHTS

- 7.01 The Union agrees that the Employer has the exclusive right and power to manage its business, to control the direction of the staff including the right to plan, direct and control the operations, hire, suspend, or discharge for just cause or relieve employees from duty for other legitimate reasons. The right to establish and maintain reasonable rules and regulations covering the operation of the store, a violation of which shall be among the reasons for discharge, is vested in the Employer provided, however, that the above rights shall be exercised subject to the provisions of the Grievance Procedure of this Agreement.
- 7.02 It is agreed that the direction and supervision of the working force shall be at the discretion of the Employer within the terms of this Agreement.
- 7.03 The Union agrees that the Employer has the exclusive right and power to study or introduce new or improved production and/or handling methods or facilities and the Union agrees to cooperate with the Employer in the installation of any such methods and in the education of its members for the necessity of such changes and improvements. The Union shall be given advance notice of any such changes and discussion will take place before the introduction of change so that the Union may educate its members as stated.
- 7.04 The parties agree that the foregoing enumeration of Management's rights shall not be deemed to exclude other **recognized** functions of Management not specifically covered in this Agreement. The Employer therefore retains all rights not otherwise specifically covered in this Agreement.
- 7.05 All necessary medical examinations and x-rays required by the Employer shall be paid for by the Employer and conducted on Company time.

ARTICLE 8 - TEMPORARY ASSIGNMENTS

- 8.01 An employee relieving in a higher rated classification will be entitled to receive a premium of twenty-five (25) cents per hour over his regular hourly rate after he has completed two (2) consecutive scheduled shifts in such classification. The premium will be paid retroactive to the first (1st) shift. Part-time employees relieving a full-time employee and working in excess of twenty-four (24) hours per week shall receive twenty-five (25) cents per hour as above. Part-time employees working over twenty-four (24) hours per week but not relieving a full-time employee will not so qualify.
- 8.02 An employee relieving the Assistant Store Manager, Produce Manager, Meat Manager, Bakery Manager or Head Cashier will be entitled to receive a premium of sixty-five (65) cents per hour over his regular hourly rate after he has completed more than two (2) consecutive scheduled shifts in such classifications. The premium will be paid retroactive to include the first (1st) shift.
- 8.03 An employee relieving the Store Manager will be entitled to receive a premium of one dollar (\$1.00) per hour over his regular hourly rate after he has completed more than two (2) consecutive scheduled shifts in such classification. The premium will be paid retroactive to include the first (1st) shift.
- 8.04 A temporary vacancy in a full-time position of less than six (6) months in which the Employer requires a part-time employee to work full-time hours, such hours will be given to one (1) part-time employee provided a part-time employee is available and possesses the ability and qualifications to perform the work.
- A part-time employee will not be assigned to relieve positions (defined in Articles 8.01, 8.02 and 8.03 above) if a full-time employee on layoff, who has sufficient ability and qualifications to perform the relief work, is available. This condition applies only in the store where the opening exists.
- 8.05 A part-time employee who performs office duties, as those normally associated with the Head Cashier or Assistant Head Cashier, or who is assigned to relieve a Head Cashier or Assistant Head Cashier shall receive a premium of sixty-five (65) cents per hour for all hours worked while performing or assigned such duties.

ARTICLE 9 - DISCRIMINATION

- 9.01 There shall be no discrimination on account of race, colour, creed, political or religious affiliation, sex, **age**, marital status or membership in the Union.

ARTICLE 10 - UNION PRIVILEGES

- 10.01 It is agreed that the Business Representative of the Union shall be admitted during working hours, at reasonable times, to interview employees while on **duty** or to inspect working conditions provided, however, that such visits shall be calculated to cause a minimum of disturbance with the Employer's business and further that the Business Representative shall report his presence to the Store Manager on the occasion of each such visit.

ARTICLE 11 - SENIORITY RIGHTS

- 11.01 (a) Seniority shall be based on length of continuous employment with the Employer in the bargaining unit. If an employee is continued in employment after such period, seniority shall commence from the commencement of such continuous employment. Layoffs and **re-employment** shall be based on seniority, job knowledge and competence, provided the senior employee has the skill and qualifications to perform a competent job. In the event of an opening occurring in the full-time staff, employees covered under this Agreement shall receive preference for such full-time position providing they have the necessary seniority, job knowledge and competence.
- (b) Part-time employees who are successful in obtaining full-time employment shall have their name, **part-time** seniority date, full-time classification, and date of **re-classification** posted in all stores within seven (7) working days of receiving such appointment for a period of at least ten (10) working days.
- 11.02 Service shall be based on the length of continuous employment with the Employer.
- 11.03 The Employer agrees that it will cooperate as much as possible in respect to the work schedule for students who need time for studies where there is conflict with working hours.



1.04 It is agreed and **recognized** by both the Union and the Employer that due to the nature of the Employer's business, it is necessary to employ both full-time and part-time employees. The Employer agrees that part-time employees will not be regularly scheduled to work in excess of twenty-four (**24**) hours per week except in the following circumstances:

- (a) when a full-time employee is absent for Union negotiations or conventions;
- (b) in a store in which a full-time employee or **part-time** employee is absent due to illness, accident, compensation or bereavement, creating any emergency in the said store;
- (c) during school vacation period;
- (d) where a full-time employee is on leave of absence of up to three (**3**) months provided the Union is notified of such leave of absence;
- (e) from December **15th** to January **1st**;
- (f) during the six (**6**) working days immediately preceding a legal holiday;
- (g) during the two (**2**) weeks previous to and the two (**2**) weeks directly following the opening of a new store and the commencement date of promotional activities in a store which has been refurbished.

11.05 (a) Part-time employees shall be scheduled according to seniority to a maximum of twenty-four (**24**) hours each week so as to give senior employees a greater number of hours than junior employees provided the senior employee is available and possesses the skill, ability and qualifications to perform the work. The hours shall be scheduled in accordance with this subsection among employees in the individual store.

(b) It is understood and agreed that "scheduling" and "call-in" for the purpose of Article **11.05** (a) Part-Time, will be done in accordance with seniority, provided the employees are available and possess the ability and qualifications to do the job.

(c) Employees may receive their entitlement of hours in no more than five (**5**) days per calendar week.

- (d) Effective the first day of the month following date of ratification, employees shall notify the Company, on forms supplied by the Company, of the hours and days of their availability for work for the three (3) week period commencing Monday, January 11, 1993 and ending January 30, 1993 (Saturday).

If an employee wishes to change his availability, the employee shall so notify the Employer of his availability by hours and days, by Wednesday of the second week of each current three (3) week period of the next three (3) week period directly following the current three (3) week period. When an employee does not notify the Company of a change in availability on the appropriate form provided by the Company, such employee's availability shall be governed by the last availability form filed on record.

- (e) Part time employees who require casual time off, shall request such time off in writing by the Saturday before the schedule is to be posted. The granting of such requests shall be on the basis of the date and time the Form P22 was submitted. If such requests are made by employees simultaneously, the most senior employee's request will be granted first. The granting of such requests shall not be unreasonably withheld.

11.06 Layoff and recall shall be based on seniority provided the senior employee has the skill and qualifications to perform a competent job.

In the event of layoffs, the employees in lower classifications may not displace employees in higher classifications.

Employees with more than three (3) months of service with the Employer will be given at least one (1) week's notice in writing of layoff or one (1) week's pay in lieu of notice.

11.07 Seniority shall be considered terminated and the employee deemed to have quit if the employee:

- (a) voluntarily leaves the employ of the Employer;
- (b) is discharged for just cause;
- (c) (i) is laid-off continuously for a period of more than six (6) months where an employee has less

than one (1) year seniority, or for a period of twelve (12) months where an employee has one (1) year seniority or more, or if he is called back to work after a layoff and does not report to work within two (2) weeks after having been sent notice in writing by registered mail to his last know address;

(ii) An employee on full-time layoff from the Employer may refuse recall to a temporary position without the loss of recall rights, if the Employer recalls an employee for thirty (30) calendar days or less, An employee on a full-time layoff from the Employer may refuse recall to a permanent position if unable to accept for legitimate illness or disability, without loss of recall rights, provided such illness or disability is verified to the Company's satisfaction.

(d) fails to return to work upon the conclusion of a leave of absence without reasonable cause;

(e) is absent from work for three (3) consecutive scheduled days of work without reasonable cause.

(f) an employee absent from work because of legitimate accident or sickness shall not lose seniority rights except as provided in this clause. **Any** progression rate increases shall cease twenty-six (26) weeks following the commencement of the absence until his return.

11.08 Full-time employees who are laid off will be offered part-time employment.

11.09 When a full-time employee changes his status to a **part-time** employee, he shall carry full seniority and service to a part-time seniority and service list including any part-time seniority and service acquired prior to becoming full-time.

11.10 Employees who are laid off and subsequently recalled according to Article 11.07 (c) shall be given credit for appropriate quarterly wage progression increases according to Article 22.

11.11 A part-time employee who has completed the part-time **probationary** period and who becomes a full-time employee, will not be required to serve the full-time probationary period and will be given full-time seniority credit and full-time service credit of fifty percent (50%) of his

part-time seniority and service up to a maximum of eighteen (18) months.

11.12 The Employer agrees to post in each store, quarter annually, separate seniority lists for Locals 175 and 633, with copies to be sent to the Union office.

11.13 (a) It is agreed that transfers of employees between stores are essential to the proper operation of the business and that the employees will cooperate with the Employer in this matter. The Employer agrees that if the employee has good and sufficient reason not accepting the transfer he will not be forced to transfer and he will not be discriminated against with regard to future transfer because of his failure to accept the transfer in question. The Employer agrees that it will not act in an arbitrary manner in exercising its rights to transfer employees under this provision.

(b) No employee will be transferred in excess of twenty-five (25) miles measured from store to store, except by mutual agreement.

(c) In the case of temporary transfers, the Employer agrees that:

An employee will not be transferred to another store for a period of time in excess of three (3) months, except by mutual agreement.

Transfers shall be rotated among the qualified employees employed in the store that is filling the Company's transfer needs except for classified positions.

(d) Full-time employees wishing to transfer to another store shall be given preference over part-time being reclassified to full-time providing the employee has a transfer request on file and possesses the skills and qualifications to perform the job available. Where more than one such qualified employee has a request on file, seniority shall govern.

(e) Effective November 25th, 1990, all transfer requests presently on file shall be deemed to have expired. An employee requesting a transfer shall submit a request form and such form shall be kept on file for the life of this collective Agreement.

NOTE: The above Article 11.13 (e) is applicable provided the Employer gives written notice to each employee of this Amendment. Each employee must be notified within three (3) weeks of October 21, 1990.

11.14 Subject to Article 11.05 of the full-time Agreement, when a job vacancy occurs which the Employer intends to fill or a new job is created, the Employer shall post the name of the successful applicant on the Bulletin Board of each store within seven (7) calendar days for a minimum period of ten (10) calendar days.

#### ARTICLE 12 - HOURS OF WORK

12.01 The work schedule for all employees will be prepared in ink and posted in each store by Thursday noon for the following week provided it is understood that such posting does not constitute any guarantee of work and provided it is understood that in the event of a decline in business the Employer has the right to terminate the shift of any employee while it is in progress, subject to the four (4) hour guarantee in this Article. The steward shall receive a copy of all work schedules and at the conclusion of the posted work week, a copy of the revised work schedule.

12.02 (a) Non-students covered by this Agreement shall not be called in or scheduled to work for less than four (4) hours.

(b) When stores are open for evening shopping, students shall not be called in or scheduled to work for less than four (4) hours.

(c) However, there shall be no guarantee of hours as in 12.01 (a) and (b) if there is less than four (4) hours from the time the employee reports to work until the time the store is closed.

12.03 Part-time employees required for Night Crew between the hours of 10:00 p.m. and 9:00 a.m. will be paid an additional seventy-five (75) cents per hour for all hours worked. Where a part time employee's scheduled shift starts between 10:00 p.m. and midnight, such employee will be scheduled eight (8) hour shifts. A part time employee (other than bakery department) may be scheduled to commence work up to three (3) hours prior to nine (9) a.m. Bakery department employees may be scheduled prior to six (6) a.m., but no earlier than four (4) a.m., and the Employer will pay seventy-five (0.75) cents per hour premium for all such hours worked prior to six (6) a.m.

- 12.04 No employee will be scheduled for less than nine (9) hours off between the end of a shift and the start of the next shift.
- 12.05 **Authorized** work performed in excess of eight (8) hours per day, thirty-eight (38) hours per week will be paid at the rate of one and one-half times (1 1/2~~x~~) the employee's regular hourly rate provided that there shall be no duplication or pyramiding of any overtime payments.
- 12.06 The Employer shall pay all employees two times (2~~x~~) their regular rate of pay for all hours worked on Statutory Holidays or on a Sunday which are not related to the store opening for business on the Sunday. This provision shall not apply to employees on the night crew who may be required to commence their scheduled shift prior to midnight on Sunday night. When this premium is paid, no other premiums or bonuses will apply to such hours worked.
- 12.07 A part-time employee temporarily relieving a full-time employee due to leave of absence, illness, **accident** or vacation for a continuous period of time in excess of three (3) months will result in the most senior available part-time employee in the **bargaining unit** who has the skill, ability, and qualifications being reclassified to the full-time position for the period of time in excess of the three (3) months.
- 12.08 A part-time employee who is assigned the duty of carrying the store keys to secure the store closing or to open and close the store for price changes, etc., will receive a premium of four dollars (\$4.00) for each shift so worked.
- 12:09 Should the Employer require part-time employees to work overtime, such overtime distribution shall be based on seniority, ability, qualifications and availability.
- 12.10 Full-time employees shall have preference over part-time employees when filling job vacancies in classified positions as outlined in Article 11.05 (a) Full-Time Agreement.
- 12.11 (a) All work on Sunday to be voluntary.
- (b) Employees shall be paid one and one-half times (1-1/2~~x~~) their regular rate of pay for all hours worked on Sunday which is related to the store opening for business. For the purposes of clarity, "all hours worked on Sunday which is related to the store opening for business" includes: hours worked

up to three (3) hours before store opening and one-half (1/2) hour after store closing.

- (c) A separate schedule for Sunday is to be posted and hours offered by seniority.
- (d) Hours worked on Sundays will be over and above the normal scheduled work week.
- (e) Employees who volunteer to work on Sunday when open for business, no overtime premiums, only time and one half (1-1/2x) premium shall apply.

ARTICLE 13 - NOTICE OF ABSENCE

- 13.01 Employees are expected to attend work as scheduled. When unable to attend, the Manager or Relieving Manager must be notified, where practicable, within one (1) hour before, and in any event within one (1) hour after the commencement of the scheduled shift of the employee, giving the reason why the employee is unable to attend, when he expects to return to work and how the Manager or Relieving Manager can call him relative to his absence.

ARTICLE 14 - STATUTORY HOLIDAYS

- 14.01 The following holidays shall be **recognized** as Statutory Holidays

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

- 14.02 To qualify for pay for a Statutory Holiday, the employee must have:

- (a) three (3) months service with the Employer;
- (b) worked at least forty (40) hours or twelve (12) days whichever is applicable during the four (4) weeks immediately preceding the week during which the Statutory Holiday occurs;
- (c) worked on his last scheduled shift preceding and his first scheduled shift following the **Statutory** Holiday, unless his absence was for a valid reason.

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

#### ARTICLE 15 - VACATIONS

15.01 All employees covered by this Agreement with less than four (4) years of part-time service shall receive vacation pay allowance of four percent (4%) of their earnings during the year commencing May 1st and ending April 30th. Such payments shall be made annually in the month of May.

15.02 All employees covered by this Agreement with four (4) years but less than nine (9) years of part-time service shall receive a vacation pay allowance of six percent (6%) of their earnings during the year commencing May 1st and ending April 30th. Such payments shall be made annually in the month of May.

15.03 All employees covered by this Agreement with nine (9) years of part-time service or more shall receive a vacation pay allowance of eight percent (8%) of their earnings during the year commencing May 1st and ending April 30th. Such payments shall be made annually in the month of May.

15.04 All employees covered by this Agreement with fifteen (15) years of part-time service or more shall receive a vacation pay allowance of nine percent (9%) of their earnings during the year commencing May 1st and ending April 30th. Such payments shall be made annually in the month of May.

15.05 Employees may elect to take time off for vacation up to a maximum of three (3) weeks if they have four (4) years of part-time service.

15.06 Part-time employees with more than nine (9) years of part-time service, if so desired, shall be permitted to take four (4) weeks off for vacation purposes provided such weeks are requested through the normal vacation scheduling procedures.

15.07 Each store will on February 1st of each calendar year, post a vacation schedule for listing the employees in order of seniority. An employee must submit his request for preference on vacation dates covering his complete vacation entitlement by March 15, in order that the



Employer may **finalize** and post the vacation schedules by March 31. However, seniority shall not apply if the employee fails to make his selection before March 15. Full-time employees have preference over part-time employees in regard to vacation date scheduling.

- 15.08 Vacations shall be taken in the current year unless mutually agreed upon by the Employer and the employee. To the extent it is practicable, the Employer will grant vacations in one continuous period. Employees entitled to three (3) weeks of vacation who wish to take them in a continuous period must be prepared to conclude them prior to June 15 or commence them subsequent to September 15. Employees entitled to four (4) or more weeks of vacation may take a maximum of three (3) weeks vacation between June 15 and September 15.

#### ARTICLE 16 - LEAVE OF ABSENCE

- 16.01 At the Employer's discretion, an employee with twelve (12) months seniority may be granted a leave of absence without loss of seniority upon the prior permission in writing from the Personnel Department and under no circumstances shall such **leave of** absence exceed three (3) months for full-time employees and one (1) month for part-time employees inclusive of vacation time. Requests must be made in writing on the standard Leave of Absence Request Form at least thirty (30) days prior to the date requested and a written reply (including the reason for refusal of the request) must be given within fourteen (14) days. No leave of absence granted shall be considered as a precedent and the Employer will judge each request on its own merit in light of all the surrounding circumstances. Any leave of absence granted in conjunction with the employee's vacation will be deemed to follow his vacation period.
- 16.02 In the case of pregnant females, leave of absence will be granted without loss of seniority pursuant to the terms of the Employment Standards Act.
- 16.03 The Employer will grant a leave of absence without pay to not more than one (1) full-time employee who has one (1) year's seniority with the Employer for a period of not more than twelve (12) months for an employee who has been elected or appointed to an office with the Union. Such leave will be granted provided a relief employee satisfactory to the Employer is available and provided that notification is given to the Employer in sufficient **time to** produce a relief person.

## ARTICLE 17 - UNIFORMS

- 17.01 The Employer agrees to provide employees such shop coats, smocks or aprons as may be required by the Employer without charge. The Employer will supply a second uniform to an employee upon the completion of the probationary period.
- 17.02 The Employer agrees to provide such uniforms as required on a normal wear and tear basis.

## ARTICLE 18 - COMPENSATION

- 18.01 The Employer agrees that it will continue to be enrolled under the provisions of the Workers' Compensation Act of Ontario for all employees. The Employer will also pay an employee for the remainder of the shift in which the accident occurred that would require the employee to take time off.
- 18.02 The employee shall provide to the Employer information as to expected date of return to work in regard to the progress of his medical condition.

## ARTICLE 19 - SHOP STEWARDS

- 19.01 The Union shall have the right to designate one (1) shop steward for each store. The Employer will be informed of the names of the stewards.
- 19.02 Permission for a Union Steward to leave his work station for a reasonable period of time for Union business shall be obtained from the Store Manager or his designate. Permission shall not be unreasonably withheld.
- 19.03 The Manager or his designate shall introduce each new employee to the Union steward.

## ARTICLE 20 - GRIEVANCES

- 20.01 Either the Employer, the Union or any employee has a right to lodge a grievance with respect to any matter arising out of this Agreement or concerning the interpretation, application or alleged violation of this Agreement.
- 20.02 Any employee believing that he has been unjustly dealt with or that the provisions of this Agreement have not been complied with, shall have the right to place such

grievances in the hands of the Union for review and adjustment by the Employer, if necessary. Such grievance shall be presented indicating the provision of the Collective Agreement which has been allegedly violated and shall be processed as follows:

STEP ONE

Within ten (10) working days after the event giving rise to the grievance occurs, the employee and his store steward shall discuss the grievance with the Store Manager. The Manager shall give an oral answer to the grievance within four (4) working days. Failing settlement:

STEP TWO

The grievance shall be reduced to writing and will be discussed between the Union Representative, the Store Manager and the District Manager. This discussion will be held within seven (7) working days of the decision of Step One. The District Manager will give his answer in writing within four (4) working days of the date of the meeting. Failing settlement:

STEP THREE

The grievance shall be forwarded to the Head Office of the Employer within one (1) week of the decision at Step Two and the Employer shall have one (1) week to dispose of the grievance. The decision shall be in writing and sent to the offices of the Union. If considered necessary by the parties, a meeting may be held by the parties and may include the interested persons. If a meeting is held, the decision shall be given to the other party within seven (7) days from the date of the meeting.

20.03 In the case of a discharge, a grievance may be filed by an employee who feels he was unjustly dealt with. Such a grievance must be filed by an employee who feels he was unjustly dealt with. Such a grievance must be filed within four (4) working days from the date of dismissal and shall commence at Step Two. In any subsequent disposal of this case during the Grievance Procedure, the Employer may reinstate the employee with full back pay, suspend the employee for a definite period or sustain the discharge, if mutually agreed to by the parties of this Agreement.

20.04 Grievances concerning rates shall commence at Step Two of the Grievance Procedure and the disposition of such grievances if sustained, shall include the determination

of the effective date of the increase with retroactivity thereto.

20.05 The Employer or the Union may file grievances commencing at Step Three.

20.06 The limits as prescribed above may be modified by mutual agreement of the parties.

#### ARTICLE 21 - ARBITRATION

21.01 Where a grievance relating to the interpretation, application or alleged violation of this Agreement is still unresolved after the grievance procedure has been exhausted the matter may be referred to arbitration within twenty-one (21) days after the receipt of the decision at Step Three.

21.02 The party desiring arbitration will contact the other party in an endeavour to agree on a single arbitrator. Failing agreement within three (3) days, arbitration will be instituted under the following conditions.

Each party shall appoint an arbitrator and the two so appointed shall appoint a third and the three arbitrators shall proceed to dispose of the matter.

In the event the two arbitrators are unable to agree on a third, then a request shall be made to the Minister of Labour for the Province of Ontario to appoint a third arbitrator. The findings of the arbitrator or the three arbitrators, as the case may be, shall be final and binding on the parties.

21.03 In determining any discharge or any other disciplinary grievance, the arbitrator or Board of Arbitration shall have the authority to:

- (a) affirm the Employer's action and dismiss the grievance, or
- (b) set aside a penalty imposed by the Employer and reinstate the **grievor** in his former position with or without compensation, or
- (c) vary or alter the penalty imposed by the Employer or make such other determination as the **arbitrator**, or the Board of Arbitration as the case may be, in its discretion may deem justified.

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

ARTICLE 22 - WAGES AND LETTERS OF UNDERSTANDING

- 22.01 Wages are as **set out** in Schedules A & B attached hereto and forming part of this Agreement.
- 22.02 Letters of Understanding attached hereto and forming part of this Agreement are:
1. Supplier Representatives
  2. Moving and Travel Expenses Policy
  3. Layoffs - Seniority, F/T & P/T
  4. Changes in Working Schedules
  5. Temporary Assignments and Training
  6. Hours of Work and Scheduling
  9. Appearance
  10. Scheduled Hours after 6:00 p.m.
  11. Merchandising Assistant
  13. Power Jacks
  14. Open for Business on Sunday on Regular basis
  16. Joint Training & Education Trust
  17. **Photolab** Clerk
- 22.03 (a) Following receipt of the across-the-board increases as outlined in Schedule **A-3** (attached hereto), employees who are on the payroll of the Employer shall be slotted into the rates of pay and the wage progression schedule as set out in Schedule **A-3** and the wage adjustments under the wage progression schedule as set out in Schedule **A-3** shall be made thereafter quarterly, where appropriate, and the first full pay week of January, April, July and October.
- (b) Where a new employee commences work or an employee is promoted within a quarter, he shall immediately receive the appropriate start for his first adjustment at the end of the quarter provided, however, he commences work or is promoted prior to the middle (**15th**) of the second month within the quarter. Should he commence work or be promoted after the **15th** of the second month, he shall immediately receive the appropriate start rate for the position and he then shall receive his first quarterly or half yearly adjustment, as the case may be, at the end of the succeeding quarter.

ARTICLE 23 - REST PERIODS

- 23.01 Employees shall be scheduled for a fifteen (**15**) minute paid rest period as near as possible to the middle of each half (**1/2**) day of three (**3**) hours or more allowing

a minimum of one (1) hour after starting time. The parties agree to cooperate for exigencies of the business of the Employer.

- 23.02 An employee scheduled longer than four (4) hours will not be required to take a break until a minimum of one and one-half (1 1/2) hours after starting time.
- 23.03 When an employee is scheduled for a shift of six (6) hours or more, he will be entitled to two (2) fifteen (15) minute rest periods irrespective of when lunch period is taken.
- 23.04 All employees covered by this Agreement who work eight (8) hours or more in any one (1) day shall be entitled to one (1) hour meal period without pay.
- 23.05 There shall be no split shift except for the meal period of one (1) hour for these persons. Employees working more than five (5) hours but less than eight (8) hours will be entitled to one-half (1/2) hour unpaid meal period which shall be taken as near as possible to the mid-point of his scheduled shift.

#### ARTICLE 24 - COOPERATION

- 24.01 The Union shall be notified in writing of all Company rules and regulations covering those covered by this Agreement.
- 24.02 An employee shall produce a physician's certificate when he has been sick and returns to work if so requested by the Employer and an employee shall take a medical examination if so requested by the Employer. If the Employer requests a doctor's note regarding an absence, they must do so prior to the employee's return to work. The Employer shall reimburse the employee, upon proof of payment, the full cost of obtaining a doctor's note, to a maximum of ten dollars (\$10.00). The employee shall provide to the Company information as to expected date of return to work in regard to the progress of his medical condition.
- 24.03 The Employer agrees not to act in an arbitrary or discriminatory manner in making such requests.

#### ARTICLE 25 - REST ROOM AND LUNCH ROOMS

- 25.01 Adequate rest rooms and lunch rooms shall be provided and kept heated and ventilated and in a sanitary condition.

ARTICLE 26 - INSURANCE AND HOSPITALIZATION

26.01 The Employer shall pay the Employer Health Tax on behalf of all bargaining unit employees.

26.02 Pension Plan

(a) Effective December 29, 1991, the Employer agrees to contribute to the Canadian Commercial Workers Industry Pension Plan ("Pension Plan") fifty-five (\$0.55) cents for all hours paid and worked for all full-time and part-time employees. Hours paid and worked is defined as regular hours, overtime hours, vacation, paid holidays, sick days, bereavement and jury duty, to a maximum of thirty-eight (38) hours per week per employee but shall not include Weekly Indemnity or Workers Compensation payments.

Effective January 1, 1993 the Company's contribution to the Canadian Commercial Workers Industry Pension Plan and the allocation to current service benefits shall be in accordance with those contribution levels agreed to by the trustees of the plan.

(b) The amounts of contribution outlined in 26.02 (a) above include an eight (8) cent per hour contribution for past service benefits.

(c) The Employer will cease the contributions (outlined in 26.02 (a) and (b)) for past service benefits at such time as the past service liability is paid with respect to its employees covered by the Pension Plan therefore reducing the cents per hour contribution by eight (8) cents per hour.

26.03 Dental Plan

(a) Effective October 1, 1989, the Employer agrees to contribute eighteen (18) cents per hour for all hours worked to the Ontario Retail Employees Dental Benefit Trust Fund ("Dental Benefit"). Hours worked is as set out in 26.03(b).

(b) Hours worked is defined as regular hours to a maximum of thirty-eight (38) hours per week, per employee, but shall not include: overtime hours, paid holidays, sick pay, bereavement, jury duty, Weekly Indemnity, Long Term Disability or Workers Compensation.

26.04 Optical Plan

Effective January 1, 1991, upon completion of five (5) years continuous service, part-time employees who have worked a minimum of seven hundred (700) hours in the previous calendar year shall be eligible for the Employer paid optical plan coverage on January 1st of the following year, provided optical coverage is not available to the employee from another source. Employees' benefits shall be a maximum of one hundred dollars (\$100.00) over a two (2) consecutive calendar year period.

Effective January 3, 1993, upon completion of five (5) years of continuous service, part time employees who have worked a minimum of seven hundred (700) hours in the previous calendar year shall be eligible for Employer paid Optical Plan coverage on January 1st of the following year provided Optical coverage is not available to the employee from another source. Employees' benefits shall be a maximum of one hundred and twenty-five dollars (\$125.00) over a two (2) consecutive calendar year period.

26.05 Training & Education Fund

- (a) Effective October 1, 1989, the Employer agrees to contribute five (5) cents per hour to the Local 175 and 633, United Food and Commercial Workers Union, for all hours worked by all full-time and part-time employees, to a maximum of one dollar and ninety cents (\$1.90) per week per employee.
- (b) All regular hours worked is defined in Article 26.03(b). The Employer shall forward the contributions every four (4) weeks to the Union and shall include a list of employees, the number of hours paid and worked by each employee during each four (4) week period.

ARTICLE 27 - BEREAVEMENT PAY

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



27.02 The term "immediate family" shall mean: spouse, parent, grandparent, grandparent-in-law, child, grandchild, brother, sister, mother-in-law, father-in-law, **son-in-law**, daughter-in-law, brother-in-law or sister-in-law,

#### ARTICLE 28 - NO STRIKE, NO LOCKOUT

28.01 In view of the orderly procedures established herein for the disposition of employees' grievances, the Employer and the Union agree that there shall be no strikes, walkouts, pickets, boycotts, stoppage of work or lockouts during the life of this Agreement.

28.02 In the event of strikes, lockouts, or other **similar** problems involving suppliers of goods or services, the Employer and the Union agree to meet and discuss such situation as it involves the parties to this Agreement, to endeavour to solve such problems in the best interest of the Employer, the Union and the employees to the best of the ability of the parties.

#### ARTICLE 29 - CHRISTMAS BONUS

29.01 Part-time employees who have been continuously employed by the Employer for less than two (2) years as of December 1<sup>st</sup> of the current year shall receive a Christmas Bonus of one percent (1%) of total earnings,

29.02 Part-time employees who have been continuously employed by the Employer for two (2) years or more as of December 1<sup>st</sup> of the current year shall receive a payment of two percent (2%) of total earnings.

29.03 Christmas Bonuses shall be payable on or before December 15<sup>th</sup> of the current year.

#### ARTICLE 30 - JURY DUTY

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

30.02 If a part-time employee is subpoenaed for Employer purposes, such employee will be paid as above, if on scheduled day off or not.

ARTICLE 31 - FIRST AID KITS

31.01 First Aid kits shall be provided and maintained in all stores.

ARTICLE 32 - UNION SHOP CARDS

32.01 It will be the duty of the Employer to display prominently, Union Shop Cards in all their establishments where Union members are employed. Those cards shall remain the property of the Union and the Employer shall have their usage only until such time as the Union shall request their return. The Employer agrees to surrender same immediately upon demand by the Union.

ARTICLE 33 - NOTICE BOARD

33.01 The Employer agrees to furnish and install a notice board in each location accessible to the employees for the purpose of posting notices of either the Employer or the Union. Union notices shall be posted only where **authorized** by the Employer and the Union.,

ARTICLE 34 - PART-TIME EMPLOYEES

34.01 When additional employees are required, the Employer will give preference to part-time employees on the basis of seniority, skills and qualifications, providing that before the vacancy occurs, those part-time employees who desire full-time employment, shall make their request know in writing to the Store Manager.

34.02 The Employer agrees that part-time employees or a combination of part-time employees shall not be used to the extent that they displace for employment the present full-time employees in the Company as of the date of ratification of this Agreement.

ARTICLE 35 - RETROACTIVITY

35.01 No part of this Agreement shall be deemed retroactive unless specifically stated. All provisions contained in this Agreement, unless specifically stated to be retroactive in nature, are effective on the date of ratification of this Agreement.

ARTICLE 36 - TERM OF AGREEMENT

36.01 This Agreement shall come into force and effect on the **18th** of August, **1992** and shall continue to the **15th** day of August **1994**, and shall thereafter be automatically renewed for the period of one (1) year unless either party, on written notice to the other, prior to the first (1st) day of May in any year, serves notice of intent to **terminate** or modify the Agreement.

36.02 In the event either party serves notice of a desire to negotiate changes into this Agreement as above set out, it is agreed that the Employer and the Union, without undue delay, shall begin negotiations of the proposed changes.

Pending the results of negotiations, neither party shall change the conditions existing under the Agreement.

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

DATED AT \_\_\_\_\_ THIS 0 DAY F \_\_\_\_\_ 1992

FOR THE UNION: \_\_\_\_\_

FOR THE EMPLOYER: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SCHEDULE A

WAGE PROGRESSION SCHEDULE  
Employees Hired Prior to December 6, 1992

<u>Effective</u> <u>Feb. 16, 1992</u>		<u>Effective</u> <u>January 3, 1993</u>		<u>Effective</u> <u>January 2, 1994</u>	
Start	\$6.00	Start	\$6.35	Start	\$6.35
6 Mo	6.25	6 Mo	6.45	6 Mo	6.45
12 Mo	6.50	12 Mo	6.55	12 Mo	6.55
18 Mo	7.00	18 Mo	7.00	18 Mo	7.00
24 Mo	7.50	24 Mo	7.50	24 Mo	7.50
30 Mo	8.00	30 Mo	8.00	30 Mo	8.00
36 Mo	8.50	36 Mo	8.50	36 Mo	8.50
42 Mo	9.50	42 Mo	9.50	42 Mo	9.50
48 Mo	12.59	48 Mo	12.79	48 Mo	13.04

- A1 All part time employees on the payroll as of the date of ratification shall be placed in the above progression according to their appropriate service.
- A2 Effective January 3, 1993, all part time employees on the payroll as of the date of ratification shall receive an increase of twenty cents (\$0.20) per hour and shall progress on the second progression above.
- A3 Effective January 2, 1994, all part time employees on the payroll as of the date of ratification shall receive an increase of twenty-five cents (\$0.25) per hour and shall progress on the third progression above.

SCHEDULE B

WAGE PROGRESSION SCHEDULE  
 Employees Hired On or After December 6, 1992

<u>Effective</u> <u>December 6, 1992</u>		<u>Effective</u> <u>January 3, 1993</u>		<u>Effective</u> <u>January 2, 1994</u>	
Start	\$6.40	Start	\$6.40	Start	\$6.35
12 Mo	6.50	12 Mo	6.50	12 Mo	6.40
18 Mo	7.00	18 Mo	7.00	18 Mo	6.50
24 Mo	7.25	24 Mo	7.25	24 Mo	7.00
36 Mo	8.50	36 Mo	8.50	36 Mo	7.25
48 Mo	12.59	48 Mo	12.79	48 Mo	8.50
					13.04

**B1** All part time employees hired on or after December 6, 1992 shall be placed in the above progression according to their appropriate service.

**LETTER OF UNDERSTANDING #1**

Between:                   **Zehrs** Markets, Division of **Zehrmart** Limited  
- and -                    United Food & Commercial Workers International  
                              Union, Locals 175/633, **AFL-CIO-CLC**

**RE: Article 2.03 - Supplier Representatives**  
                              Full-Time and Part-Time Agreements

This will confirm the agreement reached between the Employer and the Union at the recently concluded negotiations with respect to the Collective Agreement expiring August 15, 1994.

No sales representatives should be stocking the shelves in our stores as his/her normal routine when they call on the stores.

All routine store work is to be done by **Zehrs'** employee(s). On the occasion that a **re-line** of a particular section is to be done, the sales representative can be used alongwith our employees, but only after the specific **re-line** is set-up with the District Manager who in turn will advise the Union of the specific project. In these circumstances the supplier's representative is limited to removing the facings and outlining the revised section. This procedure will be followed in all future occasions.

DATED AT \_\_\_\_\_ T H I S DAY OF \_\_\_\_\_ 19\_\_

FOR THE UNION:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE EMPLOYER:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LETTER OF UNDERSTANDING #2

Between:           **Zehrs** Markets, A Division of **Zehrmart** Limited  
- and -            United Food & Commercial Workers International Union  
                      Locals 175/633, **AFL-CIO-CLC**

**RE: Moving and Travel Expenses Policy**  
                      Full-Time and Part-Time Agreements

This will confirm the agreement reached between the Employer and the Union at the recently concluded negotiations with respect to the Collective Agreement expiring August 15, 1994.

It is understood that during the life of this Collective Agreement, the Employer will continue its present policy covering permanent and temporary transfer expenses.

It is further understood and agreed that the Employer may change this policy from time to time. The following is a summary of some key aspects of this policy:

**Travel Expenses (Temporary Transfers) - Full-time & Part-time**

It is the responsibility of each employee to maintain an accurate record of all expenses incurred while travelling on company business.

The appropriate travel forms must be signed by the Store Manager before they are submitted for payment.

No compensation will be paid if the distance between stores is less than ten (10) miles [sixteen (16) kilometres.]

Mileage - thirty-five (35) cents per mile [twenty-one point seven (21.7) cents per kilometre]

One meal will be reimbursed per day depending on the shift with the following maximum:

Breakfast	-	\$3.00
Lunch	-	\$4.00
Supper	-	\$5.00

...2/

Moving Expenses (Permanent Transfers) - Full-time Only

The Employer will provide relocation assistance to employees permanently transferred, only at the request of the Employer, to a store more than twenty-five (25) miles [forty point three (40.3) kilometres] away from their permanent residence.

Expenses will be paid until the employee relocates in the new area up to a maximum of four (4) weeks, with the approval of the Personnel Manager.

Moving expenses will be paid to a maximum of five hundred dollars (\$500.00). Receipts must be submitted.

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

DATED AT \_\_\_\_\_ THIS D A Y O F \_\_\_\_\_ 19\_\_

FOR THE UNION: \_\_\_\_\_

FOR THE EMPLOYER: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



LETTER OF UNDERSTANDING #3

Between:                   **Zehrs** Markets, A Division of **Zehrmart** Limited  
- and -                    United Food & Commercial Workers International Union  
                              Locals 175/633, **AFL-CIO-CLC**

**RE: Layoffs - Seniority - Article 11.04 Full-Time**  
(Article 11.06 Part-Time)

For the purpose of clarifying the application of Article 11.04 Full-Time and Article 11.06 Part-time of the Collective Agreement, United Food & Commercial Workers International Union, Locals 175 and 633, and **Zehrs** Markets, A Division of **Zehrmart** Limited, agree that the appropriate procedure to be followed, by full-time employees exercising their seniority on a layoff is as follows, provided always that the employee has the skill and **qualifications** to perform a competent job:

- i) Upon being served with a notice of layoff, an employee shall have the right to displace any employee with less **seniority**, in his own classification or any lower classification, working in any of the five (5) stores nearest the store in which he was working at the time he was given the notice of layoff.
- ii) Any employee displaced from his job as a result of an employee exercising his right under clause (i) above shall have the right to displace any employee with the least seniority **in his** own classification or any lower classification, in the five (5) stores nearest the store in which he was working at the time he was displaced.
- iii) Any employee displaced from his job as a result of an employee exercising his right under clause (ii) above shall have the right to displace the employee with the least seniority in his own classification or in any lower classification, in the bargaining unit.
- iv) Any employee displaced from his job as a result of an employee exercising his right under clause (iii) above shall have the right to displace the employee with the least seniority in any lower classification, in the bargaining unit.
- v) In the event an employee is unable to displace an employee under clauses (i) and (ii) above, he shall have a right to displace an employee under clause (iii).

...2/

RE: Layoffs - Seniority - Article 11.04 Full-Time  
(Article 11.06 Part-Time)

vi) An employee exercising a right to displace an employee in accordance with clauses (i), (ii), (iii) or (iv) above shall notify the appropriate member of management within twenty-four (24) hours of receiving a notice of layoff or of being informed he is to be displaced, exclusive of Sundays or holidays or other days on which the store in which he is working is closed.

DATED AT \_\_\_\_\_ T H I S DAY OF \_\_\_\_\_ 19\_\_

FOR THE UNION: \_\_\_\_\_

FOR THE EMPLOYER: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LETTER OF UNDERSTANDING #4

Between:           **Zehrs** Markets, A Division of **Zehrmart** Limited  
- and -            United Food & Commercial Workers International Union  
                      Locals 175/633, **AFL-CIO-CLC**

**RE: Changes in Working Schedules**  
                      Full-Time and Part-Time Agreements

This will confirm the agreement reached between the Employer and the Union at the recently concluded negotiations with respect to the Collective Agreement expiring August **15, 1994**.

Concerning the changes in working schedules, notations to be made on the Head Cashiers' working copy or Department Heads' working copy in other areas. Stewards may refer to them.

DATED AT \_\_\_\_\_ THIS \_\_\_\_ DAY OF \_\_\_\_\_ 19\_\_

FOR THE UNION: \_\_\_\_\_

FOR THE EMPLOYER: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LETTER OF UNDERSTANDING #5

Between:                   **Zehrs** Markets, A Division of **Zehrmart** Limited  
- and -                    United Food & Commercial Workers International Union  
                              Locals 175/633, **AFL-CIO-CLC**

**RE: Temporary Assignments and Training**  
                              Full-Time and Part-Time

This will confirm the agreement reached between the Employer and the Union at the recently concluded negotiations with respect to the Collective Agreement expiring August 15, 1994.

Employees employed in the Front End of the store except employees who's sole job function is packing, shall be subject to the following:

- a) Temporary assignments shall be on the basis of seniority provided the employee has the skills and qualifications to perform the normal requirements of the job.
- b) In the event training is required, employees shall be given equal opportunity, based on seniority, for such temporary assignment (training).
- c) Full-time employees to have preference over part-time employees on training.

DATED AT \_\_\_\_\_ THIS \_\_\_\_ DAY OF \_\_\_\_\_ 19\_\_

FOR THE UNION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE EMPLOYER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



LETTER OF UNDERSTANDING #7

Between:           **Zehrs** Markets, A Division of **Zehrmart** Limited  
- and -            United Food & Commercial Workers International Union  
                      Locals 175/633, **AFL-CIO-CLC**

**RE:** Recall - Temporary  
          Full-Time Agreement Only

This will confirm the agreement reached between the Employer and the Union at the recently concluded negotiations with respect to the Collective Agreement expiring August 15, 1994.

If there is a temporary replacement needed for more than two (2) weeks, the Employer will recall the senior full-time employee on layoff who is available and has the skills and qualifications to perform a competent job.

When so recalled, such employee will receive the appropriate full-time rate of pay effective and including the third (3rd) week and all weeks thereafter.

Full-time benefits will be reinstated following four (4) weeks of such recall to work.

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

DATED AT \_\_\_\_\_ THIS \_\_\_\_ DAY OF \_\_\_\_\_ 19\_\_\_\_

FOR THE UNION: \_\_\_\_\_

FOR THE EMPLOYER: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

LETTER OF UNDERSTANDING #8

Between:           **Zehrs** Markets, A Division of **Zehrmart** Limited  
- and -            United Food & Commercial Workers International Union  
                      Locals 175/633, **AFL-CIO-CLC**

**RE: Employee Step Down from Classified Positions**  
                      Full-Time Agreement Only

This will confirm the agreement reached between the Employer and the Union at the recently concluded negotiations with respect to the Collective Agreement expiring August 15, 1994.

1. The Employer will consider employee requests and review based on employee's physical or medical disability which affects his ability to perform his job satisfactorily,
2. If the parties do not agree on a location for the employee, then no "stepping down" occurs.
3. If "stepping **down**" occurs, the employee will be limited from applying for posted positions for two (2) years.
4. The employee "stepping down" may not bump to a lower rated position.
5. The employee "stepping down" will move to the basic classification in his local (i.e. Meat Manager to Meat Cutter; Assistant Store Manager to Clerk; etc.)

Under the above conditions, employees classified positions may request they be allowed to voluntarily resign their position of "step down."

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

DATED AT \_\_\_\_\_ THIS \_\_\_\_ DAY OF \_\_\_\_\_ 19\_\_\_\_

FOR THE UNION:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE EMPLOYER:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LETTER OF UNDERSTANDING #9

Between:           **Zehrs** Markets, A Division of **Zehrmart** Limited  
- and -            United Food & Commercial Workers International Union  
                      Locals 175/633, **AFL-CIO-CLC**

**RE: Appearance - Full-Time and Part-Time**

This will confirm the agreement reached between the Company and the Union at the recently concluded negotiations with respect to the Collective Agreement expiring August 15, 1994.

Employees will not be disciplined for wearing proper earrings and clean, neat, properly trimmed hair.

DATED AT \_\_\_\_\_ THIS \_\_\_\_ DAY OF \_\_\_\_\_ 19\_\_

FOR THE UNION: \_\_\_\_\_

FOR THE EMPLOYER: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



LETTER OF UNDERSTANDING #10

Between:           **Zehrs** Markets, A Division of **Zehrmart** Limited  
- and -            United Food & Commercial Workers International Union  
                      Locals 175/633, **AFL-CIO-CLC**

**RE: Scheduled Hours after 6:00 P.M.**  
                      Full-Time & Part-Time

This will confirm the agreement reached between the Company and the Union at the recently concluded negotiations with respect to the Collective Agreement expiring August 15, 1994.

In the event an employee believes that within his full-time classification or his part-time area, he is working more than his fair share of scheduled hours after 6:00 p.m. for Night Shopping, he shall so advise the Employer and the Union and the parties will meet to resolve the complaint.

DATED AT \_\_\_\_\_ THIS \_\_\_\_ DAY OF \_\_\_\_\_ 19\_\_

FOR THE UNION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE EMPLOYER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LETTER OF UNDERSTANDING #11

Between:           **Zehrs** Markets, A Division of **Zehrmart** Limited  
- and -            United Food & Commercial Workers International Union  
                      Locals 175/633, **AFL-CIO-CLC**

**RE: Merchandising Assistant**

This will confirm the agreement reached between the Company and the Union at the recently concluded negotiations with respect to the Collective Agreement expiring August **15, 1994**.

**FERN DENNISON** who is currently in the position of **MERCHANDISING ASSISTANT**, will be classified as a "A CLERK" and will be considered to be a member of the bargaining unit of Local **175**, at the **PARKWAY MALL STORE #29**.

Effective the date of ratification, **FERN DENNISON** will slot into the "**A**" Clerk wage progression, at the next highest rate to that at which she is currently placed. **FERN DENNISON'S** seniority is to be established at the date **EIGHTEEN (18) MONTHS** before she commenced employment in her current full time position.

The **MERCHANDISING ASSISTANT** position and the duties are not to be considered within the bargaining unit or bargaining unit work. It is further agreed that any future incumbent in the said position will not be a bargaining unit member.

DATED AT \_\_\_\_\_ THIS \_\_\_\_ DAY OF \_\_\_\_\_ 19\_\_

FOR THE UNION: \_\_\_\_\_

FOR THE EMPLOYER: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

LETTER OF UNDERSTANDING #12

Between:           **Zehrs** Markets, A Division of **Zehrmart** Limited  
- and -            United Food & Commercial Workers International Union  
                      Locals **175/633, AFL-CIO-CLC**

**RE: Counter Ready Meat**

This will confirm the agreement reached between the Company and the Union at the recently concluded negotiations with respect to the Collective Agreement expiring August **15, 1994**.

During the course of these negotiations a Counter Ready Meat Program was mentioned. During the term of the Collective Agreement, if the Company elects to proceed with implementation, the Company confirms that this program will not cause the layoff or reduction to part-time or the full-time meat department employees on the payroll for the Company on December **6, 1992**.

DATED AT \_\_\_\_\_ THIS \_\_\_\_ DAY OF \_\_\_\_\_ 19\_\_

FOR THE UNION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE EMPLOYER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LETTER OF UNDERSTANDING #13

Between:           **Zehrs** Markets, A Division of **Zehrmart** Limited  
- and -            United Food & Commercial Workers International Union  
                      Locals 175/633, **AFL-CIO-CLC**

**RE:** Power Jacks

This will confirm the agreement reached between the Company and the Union at the recently concluded negotiations with respect to the Collective Agreement expiring August 15, 1994.

The Company agrees to provide a "walkie" power jack in all stores during the term of the Collective Agreement. The Company will continue to provide such jacks to the three stores in which they are already placed. Use of such jacks shall be subject to the existing Company Safety Policy.

DATED AT \_\_\_\_\_ THIS \_\_\_\_ DAY OF \_\_\_\_\_ 19\_\_

FOR THE UNION: \_\_\_\_\_

FOR THE EMPLOYER: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

LETTER OF UNDERSTANDING #14

Between:           **Zehrs** Markets, A Division of **Zehrmart** Limited  
- and -            United Food & Commercial Workers International Union  
                      Locals 175/633, **AFL-CIO-CLC**

**RE: Open For Business on Sunday on Regular Basis**

This will confirm the agreement reached between the Company and the Union at the recently concluded negotiations with respect to the Collective Agreement expiring August 15, 1994.

*In* the event the Company opens its stores for business on Sunday on a regular basis, employees who volunteer for work shall be scheduled on a rotation basis. For purposes of clarity, opened on a "regular basis" is defined as five (5) of seven (7) consecutive Sundays opened.

DATED AT \_\_\_\_\_ THIS \_\_\_\_ DAY OF \_\_\_\_\_ 19\_\_

FOR THE UNION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE EMPLOYER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LETTER OF UNDERSTANDING #16

Between:           **Zehrs** Markets, A Division of **Zehrmart** Limited  
- and -            United Food & Commercial Workers International Union  
                      Locals 175/633, AFL-CIO-CLC

**RE: Joint Training & Education Trust**

This will confirm the agreement reached between the Company and the Union at the recently concluded negotiations with respect to the Collective Agreement expiring August 15, 1994.

1. A joint trust shall be established between Locals 175/633 and the Company (similar to that established between Local 1977 and the Company.)
2. Effective January 3, 1993, the Company shall contribute TEN THOUSAND DOLLARS (\$10,000.00) to the **Local 175/633** United Food and Commercial Workers Union Training & Education Fund.
3. Pending establishment of the joint trust as described in paragraph 1 above, the Company shall continue to comply with Article 26.04 (a).
4. Upon establishment of training programs and when training has been commenced pursuant to such programs, the five cent (\$0.05) per hour contribution under Article 26.04 (a) of the Agreement shall be directed to the newly established trust as described above in paragraph 1.
5. Effective January 2, 1994, and upon compliance with the conditions outlined in paragraph 3 above, the Company shall increase to seven cents (\$0.07) per hour its contribution under Article 26.04 (a) of the Agreement to be directed to the newly established trust as described above in paragraph 1.

DATED AT \_\_\_\_\_ THIS \_\_\_\_ DAY OF \_\_\_\_\_ 19\_\_

FOR THE UNION:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE EMPLOYER:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

