

Collective Agreement

Dated: 21 December 1992

Ending: 03 July 1994

Between:

**The Oshawa Foods Division
The Oshawa Group Limited**

Oshawa, Ontario

And:

**United Food And Commercial Workers
International Union**

Local 175, AFL-CIO

INDEX
FULL-TIME AGREEMENT

Article	Page
1 Bargaining Agency	1
2 Union Establishment	2
3 Deduction of Union Fees	3
4 Basic Work Week	4
5 Overtime Rates of Pay	6
6 Paid Holidays	7
7 Meal and Rest Periods	9
8 Wages	10
9 Vacations	13
10 Management Rights	15
11 Employee and Union Co-Operation	16
12 Leave of Absence	17
13 Pregnancy and Adoption Leave	18
14 Jury Duty	18
15 Bereavement Pay	19
16 No Strike, No Lock-Out	20
17 Seniority	20
18 Discharge of Employees Subject To Arbitration	26
19 Notice Required or Pay Required In Lieu of Notice In Cases of Discharge	27
20 Business Agents' Visits	27
21 Health and Welfare	28
22 Adjustment of Grievances	34
23 Board of Arbitration	36
24 Cash Shortages	37
25 Union Decal	38
26 Bulletin Board	38
27 Wearing Apparel	38
28 Charitable Donations	38
29 Employees Other Than Union Members	39
30 Christmas Bonus	39

DEC 20 1993

04307(05)

INDEX
FULL-TIME AGREEMENT (Continued)

Article	Page
31 Expiration and Renewal	(40)
Appendix " A".....	41
Appendix — Sunday	46
Letters of Agreement	47

INDEX
PART-TIME AGREEMENT

Article	Page
1 Bargaining Agency	53
2 Union Establishment	54
3 Deduction of Union Fees	55
4 Wage	56
5 Hours of Work	56
6 Overtime Pay	61
7 Paid Holidays	62
8 Vacations	63
9 Management's Rights	64
10 Employee and Union Co-Operation	64
11 No Strike, No Lockout	68
12 Discharge of Employees Subject To Arbitration	68
13 Business Agents Visits	68
14 Adjustment of Grievances	68
15 Board of Arbitration	70
16 Cash Shortage	71
17 Union Decal	72
18 Health and Welfare	72
19 Christmas Bonus	75
20 Expiration and Renewal	76
Appendix "A"	77
Appendix — Sunday	80
Letters of Understanding	81

COLLECTIVE AGREEMENT

(Full-Time)

EXPIRY 3 July, 1994

EXECUTED THIS 21st DAY OF DECEMBER 1992.

BETWEEN:

THE OSHAWA FOODS DIVISION of
THE OSHAWA GROUP LIMITED,

hereinafter referred to as the "COMPANY"

AND:

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

chartered by the United Food &
Commercial Workers International Union,

hereinafter referred to as the "UNION"

WHEREAS: The Company and the Union desire to co-operate in establishing and maintaining conditions which will promote a harmonious relationship between the Company and the employees covered by this Agreement, and in providing methods for a fair and amicable adjustment of disputes which may arise between them, and to promote efficiency and service.

NOW, THEREFORE, the Company and the Union mutually agree as follows:

ARTICLE 1.00 — BARGAINING AGENCY

1.01 (a) The Company recognizes the Union as the sole Collective Bargaining Agency for all employees employed by the Company, in or in connection with its stores located by address within Zones as set out in the following, save and except Store Managers, Meat Department Managers, Assist-

ant Store Managers, Bakery Department Managers, persons above these ranks, and persons regularly employed not more than twenty-four (24) hours per week, and students employed during the summer vacations.

Zone A

6161 Thorold Stone Road, Niagara Falls

Zone B

2201 Brant Street, Burlington

Zone C

6040 Glen Erin Drive, Mississauga
4040 Creditview Road, Mississauga
499 Main Street, Brampton
3400 Dundas Street, Toronto
600 The East Mall, Islington

Zone D

2361 Brimley Road, Scarborough
2490 Gerrard Street, Toronto
5845 Leslie Street, North York
10620 Yonge Street, Richmond Hill

Zone E

1150 Simcoe Street, Oshawa
199 Wentworth Street East, Oshawa
350 Brock Street, Whitby

1.01 (b) In this Agreement the use of masculine terms shall also include the feminine and vice-versa.

ARTICLE 2.00 — UNION ESTABLISHMENT

2.01 Employees shall make application for membership in the Union at the time of hiring and the Company shall forward such applications to the Union.

The Company agrees to retain in its employ, within the

Bargaining Unit as outlined in Section 1.01 (a) of this Agreement, only members of the Union in good standing. The Company shall be free to hire new employees who are not members of the Union provided said new employees shall be eligible for membership in the Union and shall, within thirty (30) days after commencement of employment apply for and maintain membership in the Union as a condition of employment.

2.02 The Company agrees to list monthly on the dues deduction sheet, all employees who have terminated their employment.

ARTICLE 3.00 — DEDUCTION OF UNION FEES

3.01 The Company shall deduct from each employee in the bargaining unit, the amount of Union dues and initiation fees on an instalment basis as authorized by the Union in writing.

3.02 The regular Union dues shall be deducted weekly, indicating Social Insurance Number on the Union Dues remittance sheet, and submitted to the Union following the completion of the Company's four (4) or five (5) week accounting period. Under normal circumstances, this should occur within twenty (20) days following the end of the accounting period. Union Dues shall not be duplicated on payment of Cost of Living or Vacation Pay.

3.03 The Union shall indemnify and save harmless the Company, its agents, and/or employees acting on behalf of the Company from any and all claims, demands, actions, or causes of action arising out of or in any way connected with the collection, or attempted collection, custody of and/or accounting of such dues.

3.04 Union dues deductions, deducted from the Company

payroll during the calendar year, shall be included on the T-4 income tax forms that are provided by the Company.

ARTICLE 4.00 — BASIC WORK WEEK

4.01 The normal basic work week for regular full-time employees shall consist of thirty-seven (37) hours a week worked in two (2) shifts of eight (8) hours, and three (3) shifts of seven (7) hours.

No full-time employee shall be scheduled to work more than two (2) night shifts per week, unless the employee voluntarily agrees to do so.

4.02 Each employee shall, if required, work up to an additional five (5) minutes for clean-up purposes after store closing or for serving a customer after the completion of a regular shift, without additional compensation. Such clean-up time shall not be accumulative and shall not be used for purposes of stocking shelves or other store fixtures.

4.03 Full-time employees shall not be scheduled to work more than one-half (1/2) hour after store closing time, unless the employee voluntarily agrees to do so. This shall not apply to full-time cashier and/or a clerk in charge for purposes of closing off cash and sales reports on the last day of business of the week.

Where it is practicable and will not hamper the efficiency of the business, the short day will occur at the end of the work shift.

A regular work schedule shall be posted by Thursday noon for the following week, for each of the full-time employees of the Bargaining Unit and shall be kept posted in each of the stores and shall not be changed without three (3) calendar days' notice to each employee affected by such contemplated change, except in any emergency over and above the control

of the Company. Upon request, a copy of the work schedule be given to the Store Steward.

The Store Manager shall retain a copy of the work schedule for a four (4) month period. A business representative of Local 175 shall be permitted to peruse the work schedules with the Store Manager (or his designate) in an effort to resolve any complaint.

4.04 The Company agrees that employees shall not work split shifts, except in the case of part-time employees who may work by mutual agreement.

4.05 When required to report for work and sufficient work is not available, employees shall be guaranteed four (4) hours' pay at their regular hourly rates of pay providing they are available to perform at least four (4) hours' work.

4.06 The Company shall provide time clocks in each store by which an employee shall record times as required by the Company. This shall be required only at the beginning and at the end of any work shift and at the beginning and at the end of any meal period during that work shift, except where a time limitation of any rest period as set out in Section 7.02, is not being honoured.

4.07 The Company agrees that night crews will be on a six (6) week rotating basis except with the consent of the individual employee involved. Night crews shall not exceed six (6) weeks worked in a twelve (12) week period, except with the consent as provided above. The Company will give one (1) week's notification of change from day shift to night shift or night shift to day shift. The Company agrees that employees required to work the night shift will work five (5) consecutive days. A request in writing by an employee for an extended period on nights will be considered by the Company.

4.08 There will be a minimum of ten (10) hours between the time an employee concludes one (1) work shift and commences the next work shift except in cases of emergencies beyond the control of the Company, and, except by mutual agreement between the Company and the employee.

4.09 The Company shall schedule all regular full-time employees covered by this Agreement two (2) consecutive days off, Saturday/Sunday or Sunday/Monday, once every four (4) weeks except in a week of a Public Holiday. The Company further agrees that once each year the schedule of two (2) consecutive days off will be a Saturday/Sunday to coincide with the commencement of one of the weeks of an employee's annual vacation.

In the administration of consecutive days off, it is the Company's intention to rotate the schedule so that each employee will receive an equal number of Saturday/Sunday and Sunday/Monday combinations off during the year.

ARTICLE 5.00 — OVERTIME RATES OF PAY

5.01 All time worked in excess of the basic work week as defined in this Agreement or the regular working days scheduled by the Company which shall not exceed eight (8) hours per day, and after the completion of the clean-up period, shall be paid at the rate of time and one-half (1 1/2) the employee's regular rate.

Should the "clean-up" period be exceeded, then overtime rates shall be paid for all such additional time so worked including the "clean-up" period. Employees working overtime to serve customers are understood to have authorization for same.

5.02 Two times the hourly rate of pay shall be paid for all hours worked on Sunday, except for refrigeration or heating checks.

5.03 Any employee who is called back to check refrigeration or heating on a day when the store is closed shall be paid the fixed amount of fifteen dollars (\$15.00) for each check.

5.04 All overtime work shall be performed only after authorization by the Company.

5.05 Two times the employee's hourly rate of pay shall be paid for all hours worked if they are scheduled or called into work on their day off.

5.06 The Company agrees to consider seniority of the employees on a shift in a section provided the employee has the ability and is qualified to perform the work in the event overtime is required. The senior employees may accept or refuse the overtime, except in the event where the senior employee(s) is/are the only available employee(s) in the store at the time, who has/have the ability and is/are qualified to do the work of the required overtime.

The Union Agrees that the proper operation of the business will require overtime work periodically and that the employees will co-operate fully in the matter.

ARTICLE 6.00 — PAID HOLIDAYS

6.01 There shall be ten (10) Paid Holidays for employees during the term of this Agreement. These holidays are as follows:

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

The employee's birthday shall be observed as a paid holiday. When, however, an employee's birthday falls on any day that is not part of his regular weekly schedule, on a Sunday, the week of or the week prior to a paid holiday as listed in the Collective Agreement, it will be granted in the week follow-

ing and the day shall be agreed upon between the employee and the Company. It shall be the employee's responsibility to advise the Company the week prior to the posting of the schedule for the week during which the birthday occurs.

In addition to the above mentioned Paid Holidays, the Company agrees to grant any other day or part day proclaimed by the Federal, Provincial or Municipal Governments as paid holidays for the purpose of this Agreement.

6.02 The above Holidays shall be observed on the day generally recognized by the retail food trade.

In order for an employee to receive Holiday pay, he must:

- (1) not have been voluntarily absent from work on the scheduled work day prior to and following such holiday, and
- (2) must have worked his full regular assigned weekly hours for the week in which Holidays, a Holiday or portion of a Holiday occur, except for bona-fide illness in which event payment of Holiday pay shall be subject to receipt of a Doctor's certificate.

It is understood that the employee of Leave of Absence granted by the Company at the request of the employee; and employees receiving payments under the Weekly Indemnity Benefit, Long-Term Disability Benefit, or receiving Workers' Compensation Benefit, is not entitled to paid holidays which fall during the absence periods.

6.03 On weeks in which one (1) Holiday occurs, the work week will be reduced to twenty-nine (29) hours, one (1) day of eight (8) hours and three (3) days of seven (7) hours each.

6.04 In the event the Company observes two (2) Holidays in one (1) week, the work week will be reduced to twenty-two (22) hours, one (1) day of eight (8) hours, and two (2) days of seven (7) hours each.

05 If an employee is required to work on any of the holidays set out in Section 6.01 above, he shall receive double time his regular rate for all hours worked, in addition to his regular holiday pay.

6.06 Holiday pay will be computed on the basis of eight (8) hours per Holiday.

ARTICLE 7.00 — MEAL AND REST PERIODS

7.01 Meal periods shall be one (1) hour duration when the store is open. This period may be reduced by mutual agreement between the management and the individual employee.

7.02 Employees scheduled three and one-half (3 1/2) hours or more in any one (1) day shall receive one (1) rest period with pay. Employees scheduled seven (7) hours or more in any one (1) day shall receive two (2) rest periods with pay. Employees scheduled ten and one-half (10 1/2) hours or more in any one (1) day shall receive three (3) rest periods. Rest periods shall be of fifteen (15) minutes duration and scheduled by the Company as near as possible to the midway point of the work period.

7.03 The times of such rest and meal periods shall be scheduled by the Company but in no event shall an employee be required to take a rest period within one (1) hour of his starting or quitting time or within one (1) hour of his lunch period.

7.04 No employee shall work more than five (5) hours without a meal period.

7.05 The Company agrees not to schedule an employee's meal period prior to the completion of two and one-half (2 1/2) hours of work.

7.06 The Company agrees to provide and maintain ad-

equate lunch, rest and change rooms for the use of the employees.

ARTICLE 8.00 — WAGES

8.01 The hourly rates of pay for all employees coming under this Agreement shall be as set out in Appendix "A" to this Agreement. Where an individual employee's rate is higher, such rate shall not be reduced by reason of this Agreement. The rates of pay provided in Appendix "A" are minimum rates and apply to the job classification and not to the individual.

8.02 Any employee who temporarily fills a classification excluded from this Agreement, shall be paid from the first day for relief work, but excluding the normal scheduled day off of the management person he may be relieving in the week. A relieving employee shall be paid eighty (80) cents per hour in addition to his regular hourly rate of pay.

8.03 Any employee who temporarily fills a higher rated classification set out in the Agreement, shall be paid from the first day for relief work but excluding the normally scheduled day off of the employee he may be relieving in the week. The relieving employee shall be paid the minimum rate specified in the Agreement or forty (40) cents per hour in addition to his regular rate of pay, whichever is greater.

8.04 TRAVELTIME

Any employee who is transferred, at the request of the Company, from one location to another during the regular working day, shall be paid his regular hourly rate for all travelling time. An employee will be given a transfer sheet and agree to the conditions before being transferred.

An employee transferred temporarily, from one store to an-

other, shall be reimbursed for reasonable "out-of-pocket" expenses consistent with current practice. The travel allowance shall not be less than twenty-five (25) cents per kilometre.

8.05 NIGHT SHOPPING PREMIUM

An employee shall be paid a premium of sixty (60) cents per hour for each hour worked after 6:00 p.m. for customer shopping convenience Monday through Friday, inclusive. An employee shall be paid one dollar (\$1.00) per hour for each hour worked after 6:00 p.m. for customer shopping convenience on Saturday. Premium pay for night shopping shall not be added to the employee's hourly rate for the purpose of computing overtime under Section 5.01. Work performed after 7:00 p.m. will be computed on the basis of each half (1/2) hour worked on the premium as set forth above. An employee will be worked on a rotating basis on Saturday nights by the Company wherever practical.

8.06 NIGHT SHIFT PREMIUM

(a) Any employee who works a majority of a shift (eight (8) hours) between 10:00 p.m. and 6:00 a.m. will receive a premium of eight (80) cents per hour for all hours, but not overtime pyramiding of the rate. Employees commencing work before 6:00 a.m. shall be paid the premium for those hours worked prior to 6:00 a.m., even if the majority of the shift does not fall before 6:00 a.m.

(b) The Night Lead Hand position shall be filled in accordance with seniority, provided the employee is qualified to perform the available work. The filling of the Lead Hand position shall be on the rotation as provided in Section 4.07 hereof.

8.07 CREDIT FOR PREVIOUS EXPERIENCE

(a) The length of previous full-time comparable experience in a self-service retail food store shall be credited to all new employees for the purpose of determining their proper wage scale, unless two (2) years have elapsed since last so employed. Comparable experience shall be credited on the basis of full-time employment only.

(b) After completion of a full-time probationary period of thirty (30) calendar days, a part-time employee who proceeds to full-time will be credited fifty percent (50%) of his part-time hours providing his hours are continuous with the Company in this bargaining unit, to a maximum of one (1) year. This credit will apply to matters of layoff, promotion, vacation and rates of pay. This credit will not apply to the waiting period for eligibility for group insurance, accumulated sickness benefit or other fringe benefits. The hourly rate of pay of an employee hired to full-time from part-time shall be the higher of his former part-time hourly rate or his full-time hourly rate with the credited full-time hours as provided herein.

(c) If an employee is found unsuitable during the probationary period of thirty (30) days he shall be returned to the part-time bargaining unit with no less of seniority. It is understood that such an employee may exercise rights under Articles 22.00 and 23.00 of the Collective Agreement during the probationary period, except on matters relating to his suitability to a full-time assignment.

8.08 KEY PERSON PREMIUM

A premium of sixty (60) cents per hour will be paid to an employee who, in the absence of the Store Manager or Assistant Store Manager, is required to secure and lock up the store at close of business. The premium will be paid from the time

The Store Manager or Assistant Store Manager leaves the store until maximum of half (1/2) hour after closing time..

In the absence of the Store Manager and Assistant Store Manager, for a period in excess of four (4) consecutive hours, an employee shall be designated to be in charge of the store, and he shall be paid a premium of sixty (60) cents per hour.

The employee thus required to secure and lock up the store will be notified of these responsibilities prior to 6:00 p.m.

8.09 **An** employee designated by management to perform "office" duties for more than three (3) consecutive hours shall receive thirty (30) cents per hour in addition to his regular hourly rate for such hours.

ARTICLE 9.00 — VACATIONS

9.01 **An** employee with less than one (1) year's continuous full-time service prior to May 1st will receive an amount equal to four percent (4%) of his earnings up to May 1st for which no vacation allowance has been paid. The employee's vacation eligibility date for future vacation entitlement will be May 1st. Such an employee may opt to take time off, without pay, for vacation purposes to a maximum of two (2) consecutive weeks between April 1st and October 31st, unless otherwise mutually agreeable between the Company and the employee.

9.02 Vacation entitlement for employees based on years of continuous full-time service with the Company will be as follows:

one (1) or more years by May 1st — two (2) weeks' vacation with pay;

five (5) or more years by May 1st — three (3) weeks' vacation with pay;

nine (9) or more years by May 1st — four (4) weeks' vacation with pay;

sixteen (16) or more years by May 1st — five (5) weeks' vacation with pay;

twenty-five (25) or more years by May 1st — six (6) weeks' vacation with pay;

Effective January 1, 1989:

twenty-three (23) or more years by May 1st — six (6) weeks' vacation with pay.

Vacation entitlement will be paid at the employee's regular hourly rate of pay.

9.03 Employees who qualify for vacation with pay shall be granted two (2) weeks during the months of April 1st to October 31st, unless otherwise agreed to between the Company and the employee. Additional weeks of vacation, if any, shall be scheduled in order of most seniority within each department in the store.

Employees entitled to additional weeks of vacation will be scheduled by seniority, by week, that is, in the order of fifth (5th) week by seniority, fourth (4th) week by seniority, third (3rd) week by seniority.

9.04 The Company agrees that employees entitled to three (3), four (4), five (5) or six (6) weeks' vacation will be allowed to take such vacation consecutively (subject to Section 9.09) if completed prior to June 1st or commencing after September 30th, to the extent that is practicable.

9.05 **An** employee absent from work for three (3) months or more (excluding absent on Workers Compensation) in a calendar year shall have his vacation entitlement pro-rated.

An employee absent from work on Workers Compensation for a period of six (6) months or more in a calendar year, shall have his vacation entitlement pro-rated.

9.06 When a holiday occurs during an employee's vaca-

tion, an extra day's vacation pay will be paid if the holiday is one for which the employee would have received pay had he been working, unless otherwise mutually agreeable between the Store Manager and the employee.

9.07 The scheduling of vacations shall be consistent with the procedure below, in order of seniority, and consistent with the Company's ability to provide sufficient vacation relief.

Scheduling of vacations shall be by store, by department and by classification.

9.08 In the event of any employee's transfer from one location to another, the employee's vacation schedule shall only be altered by mutual agreement between the Store Manager and the employee.

9.09 Vacation entitlement must be taken in the calendar year and shall not be carried over.

ARTICLE 10.00 — MANAGEMENT RIGHTS

10.01 The Management of the Company and the direction of the working force, including the right to plan, direct and control store operations, to maintain the discipline and efficiency of the employees, and to require employees to observe Company rules and regulations, to hire, layoff or assign employees' working hours, to suspend, transfer, promote, demote, discipline and discharge employees for proper cause are to be the sole right and function of management. In exercising these rights the Company shall not discriminate against any employee and shall give full consideration to the rights of the employee.

10.02 The Company shall be the sole judge as to the merchandise to be handled in its stores.

10.03 The foregoing enumeration of management rights shall

not be deemed to exclude other functions not specifically covered in this Agreement. The exercise of the foregoing rights shall not alter any of the specific provisions of this Agreement.

**ARTICLE 11.00 — EMPLOYEE AND UNION
CO-OPERATION**

11.01 The employees agree to uphold the rules and regulations of the Company in regard to punctual and steady attendance, proper notification in case of necessary absence, conduct on the job, and all other reasonable rules and regulations established by the Company.

11.02 The employees agree to co-operate with the Company in maintaining and improving safe working conditions and good housekeeping of the stores and caring for equipment and machinery through a Joint Safety Committee.

11.03 The Union agrees to co-operate when requested by the Company in correcting inefficiencies of the members which might necessitate discharge.

11.04 The Company agrees that it will not discriminate against any employee for reporting to the Union the violation of any provisions of the Agreement for performing services on a Union Committee outside working hours. The Company and the Union agree that the Human Rights Code shall apply.

11.05 The Company agrees to recognize one appointed or elected Store Steward per store, and two (2) appointed or elected Alternate Store Stewards per store. The Company will afford any employee the opportunity of having the Union Steward, or, in the absence of the Union Steward, any other bargaining unit member of the employee's choice in the store present when such employee is to receive an official warning which may lead to dismissal.

1.06 **An** employee on the negotiating committee shall be paid at his regular base hourly rate, for all hours spent at **negotiations sessions with the Company and during which** hours he would otherwise have been at work. The negotiating committee shall not exceed four **(4)** full-time employees.

ARTICLE 12.00 — LEAVE OF ABSENCE

12.01 The Company agrees to allow time off work without pay and benefits for one (1) delegate to attend Union conventions or designated to attend negotiations for a period of not more than ten (10) working days a year, provided relief employees satisfactory to Management are available. Requests for more than one (1) delegate shall be decided by mutual agreement between the Company and the Union. The Union will give the Company two (2) weeks notice in regard to such a request to attend conventions.

12.02 The Company agrees to grant time off without pay and benefits and without discrimination to not more than one (1) employee designated by the Union for a maximum of six **(6)** months or a longer period as may be mutually agreeable, to serve in any capacity of official Union business, provided a relief employee satisfactory to Management is available and provided sufficient time to procure a relief person for the job involved. Any employee who has been granted leave of absence to serve the Union in an official capacity shall neither lose or gain seniority upon his returning to work.

12.03 Any employee's request for leave of absence, including leave for adoption purposes, must be in writing to his immediate superior for referral to the personnel department where such application will be given full consideration. Any leave of absence that may be granted by the Company shall be without pay or benefits.

12.04 The Company shall reply in writing within two (2)

weeks to all written requests for leave of absence, with a copy to the employee concerned.

ARTICLE 13.00 — PREGNANCY AND ADOPTION LEAVE

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

An employee may commence pregnancy leave at any time following three (3) months after commencement of pregnancy.

The pregnancy leave of an employee shall be no less than seventeen (17) weeks in duration.

The pregnancy leave of an employee shall end no later than seventeen (17) weeks after the date of the birth.

The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends.

Parental leave ends a maximum of eighteen (18) weeks after it begins.

Parental/Pregnancy leave forms referred to above shall be posted on the bulletin boards of the employer.

ARTICLE 14.00 — JURY DUTY

14.01 **An** employee summoned to Jury Duty shall be paid wages amounting to the difference between the amount paid to them for Jury services and the amount they would have earned had they worked on such days. 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) days or more), or if the Jury Duty occurs on the employee's scheduled day off.

An employee's scheduled day off will not be changed as a result of attendance to Jury Duty.

14.02 Employees appearing as a witness to a court proceeding on behalf of the Company will be compensated as set out in Section 14.01, except when they appear as a witness on their scheduled day off. In such event they will be paid a minimum of four (4) hours at their regular rate, and such compensation shall not be considered as payment for time worked.

The employee's scheduled day off will not be changed as a result of attending court on the Company's behalf.

14.03 For the purpose of Sections 14.01 and 14.02, the "amount they would have earned had they worked" means the employee's hourly rate calculated at the number of hours to the maximum of the scheduled hours for that day, or to the maximum of the basic work week.

14.04 In Sections 14.01 and 14.02 above, the employee will inform the store management promptly of his notice to attend a proceeding. In the event that it is necessary to reschedule employees, it is agreed that time limits regarding scheduling are waived.

14.05 An employee appearing before the Ontario Rent Review Board shall advise the Company in advance of the weekly posting so that his day off may be scheduled to accommodate his appearance.

ARTICLE 15 — BEREAVEMENT PAY

15.01 An employee shall be granted the necessary time off

work with pay up to a maximum of three (3) consecutive scheduled work days, in the event of such a death in the immediate family. The length of such leave shall be determined by the Company provided the employee attends the funeral. The term "immediate family" shall mean: spouse, parent, child, brother or sister, mother-in-law, father-in-law, daughter-in-law or son-in-law.

15.02 In addition to the above, the Company agrees to grant full-time employees the necessary time off from work, with pay, to a maximum of one (1) full day at the time of the death of the employee's grandparents, grandchildren, brother-in-law or sister-in-law, provided the employee attends the funeral.

15.03 Bereavement shall be paid on the basis of the employee's regular hourly rate of pay for the period of time involved up to the maximum of his daily or weekly scheduled hours of work.

ARTICLE 16.00 — NO STRIKE, NO LOCK-OUT

16.01 It is mutually agreed that there will be no strikes, lock-outs, stoppages of work or slowdowns, during the life of this Agreement.

ARTICLE 17.00 — SENIORITY

17.01 (a) Seniority shall be defined as length of continuous service in the bargaining unit. Seniority shall be effective only after an employee has completed a thirty (30) calendar day probationary period and shall be computed from the date of his first employment.

(b) A part-time employee moving to full-time employment shall not be subject to the full-time probationary period provided they are performing the same job function previously performed as a part-time employee.

In the event that the part-time employee is transferred into a new job function the full-time probationary period of thirty (30) calendar days shall apply.

17.02 Seniority shall be the governing factor in the matter of promotion, demotion, layoff, reduction to part-time, rehire after layoff, and in the filling of new vacancies or new positions providing the employee has the ability and willingness to perform the work required.

17.03 Respecting transfers of employees from one type of work to another, or one location to another, the ability and experience of an employee shall be considered in conjunction with the employee's seniority.

The Union agrees that the transfers of employees is essential to the development and operation of the business and that the employees will co-operate with the Company in this manner.

17.04 When an employee is to be transferred or displaced due to lack of work, he shall be entitled, seniority being sufficient, within Zones as set out in Section 1.01 of the Collective Agreement and within a "Job Family" as defined hereafter:

1. to displace the least senior employee in his classification in his Zone; failing which,
2. to displace the least senior employee in his Job Family in the Zone; failing which,
3. to displace the least senior employee in all of the lower or equal classifications formerly held by the employee, in the Zone; failing which,
4. to displace the least senior employee in his classification in the Zone or the Zones immediately adjacent; failing which,

5. to displace the least senior employee in his Job Family in the Zone or Zones immediately adjacent; failing which,
6. to displace the least senior employee in all of the lower or equal classifications formerly held by the employee, in the Zone or Zones immediately adjacent; failing which,
7. to displace the least senior employee in his classification in the bargaining unit; failing which,
8. to displace the least senior employee in his Job Family in the bargaining unit; failing which,
9. to displace the least senior employee in all of the lower or equal classifications formerly held by the employee, in the bargaining unit; failing which,
10. the provisions of Section 17.02 of the Collective Agreement shall apply.

Any employee so displaced shall be entitled to exercise his seniority in the same manner, as outlined in Steps 1 to 10 above.

If a vacancy exists in the zone in the classification from which an employee is transferred or displaced, at the time of the employee's transfer or displacement, the employee shall fill such vacancy before exercising his entitlement as outlined in Steps 1 to 10 above.

In the administration of Steps 1 to 10 above, an employee may elect to bypass one or more steps.

In the administration of all of the above, the employee being transferred must possess the skills and qualifications necessary to perform the classification to which he is being transferred.

Definition

The groups of Bakery classifications, Front-End classifica-

tions, Grocery classifications, Meat classifications, and Produce classifications, shall each exclusively constitute a "Job Family". A "deli operator" is deemed to be in the Meat classification Job Family. The "Porter" classification shall be within the classification held immediately prior to the employee in question being classified as a "Porter".

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

1. is duly discharged by the Company,
2. voluntarily quits or resigns,
3. has been laid off continuously for a period in excess of twelve (12) months,
4. is called back to work after a layoff and does not return within a week of such notification by the Company by registered letter to the last known address of the employee,
5. fails to return to work on the completion of an authorized leave of absence unless such failure is due to provable sickness or provable inability to communicate.
6. retires.

17.06 (a) The Company when reducing hours of work in a store, will not reduce scheduled hours of a full-time employee for the purpose of replacing such hours with part-time hours.

(b) When an employee, subsequent to the signing of this Collective Agreement, is laid off from employment in a store or reduced to part-time status or transferred or displaced as provided by sub-section 17.04 hereof, the Company shall provide the employee so affected may claim such hours where part-time hours or a combination of part-time hours are being worked in the classification being reduced to the extent they replace or displace a present full-time employee from full-

time employment as defined under Article 4.00 and 7.00 hereof.

The above shall apply for a period of 12 months from the date of lay-off, reduction to part-time status, transfer or displacement excluding part-time hours being worked for replacement of full-time employees absent for any reason or periodic peak/seasonal situations and preparations for New Year's, Christmas, Easter, Thanksgiving and speciality promotions resulting in significant increases in hours worked and sales festivals and banner changes.

17.07 The Company agrees to give one (1) week's notice prior to changing an employee's status from full-time to a part-time basis.

17.08 **PREFERRED STATUS FOR EMPLOYEES
REDUCED FROM FULL-TIME TO
PART-TIME**

Any full-time employee who is reduced by the Company to part-time status maintains a "preferred" status for a twelve (12) month period for purposes of

- (a) recall to full-time, if and when openings become available,
- (b) claiming of up to twenty-four (24) hours per week before the scheduling of hours for other part-time employees.
- (c) receiving forty (40) cents per hour for each hour worked in addition to their hourly rate of pay when filling a full-time vacancy for the full week.

If such reduced employee is not recalled within the twelve (12) month period, their "preferred" status ends for all purposes and they are then placed on the part-time seniority list in their store as per Section 5.12 of the part-time Collective Agreement.

Any full-time employee who is reduced by the Company to part-time status **will** have the one-time option of selecting **another** store location **for** purposes of rate of pay, available hours, or being closer to home.

17.09 Where it will not interfere with the efficiency of the staff, employees will be afforded an opportunity of employment in the store nearest to their residence as a full-time vacancy arises in a given store.

17.10 Where vacancies arise because of sickness, accident, vacations, leave of absence, etc., employees will be given the opportunity of relieving in those positions on the basis of their seniority and ability and providing they have the capacity to acquire the necessary skills within a short period of time through training and instruction.

17.11 Should any new job classification or classifications become necessary during the term of this Agreement, the parties agree that the rate of pay for such new classification shall be negotiated between them; employees shall work at whatever rate set by the Company and the matter shall be submitted to arbitration as in provided in the grievance procedure and the parties shall abide by the result of the arbitration.

17.12 **EMPLOYEE ADVANCEMENT**

When filling a vacancy, the following procedure shall apply:

- (a) The vacancy will be posted within ten (10) working days and once posted shall remain posted for ten (10) working days.
- (b) The posting shall set out the classification, department and location where the vacancy occurred.
- (c) Applications for job vacancies shall be made in writing by interested employees within the ten (**10**) working day period.

- (d) **An** employee making application must be available to fill the vacancy within thirty (30) working days after the application is made.
- (e) Selection of the employee will be made in accordance with Sections 17.02 and 17.03. Once selection has been determined by the Company, the successful applicant will normally be assigned to the position within thirty (30) days of the full application of Section 17.12 (c)
- (f) Within a ten (10) day period the company shall post notice in each store of how the vacancy was filled.
- (g) Vacancies resulting from the filling of the first vacancy will be filled by the Company recalling laid-off employees in order of seniority; failing which the senior part-time applicant shall be placed in the position in accordance with section 5.13 of the part-time Agreement.

17.13 **An** employee who accepts a transfer to a non-bargaining unit position shall lose all seniority and all rights to further accrual of seniority, immediately upon such transfer.

17.14 The Company agrees to provide a copy of the seniority list to the Union twice a year, in the months of January and July.

ARTICLE 18.00 —DISCHARGE OF EMPLOYEES SUBJECT TO ARBITRATION

18.01 If an employee is of the opinion that there has been an improper discharge and same is not adjusted by mutual agreement and the Union has submitted to the Company a statement of the facts in writing signed by the employee concerned, then such discharge may constitute a grievance to be adjusted through utilizing the procedure under the Grievance and Arbitration sections of this Agreement.

18.02 Any employee may be discharged at the sole discretion of the Company during his probationary period.

**ARTICLE 19.00 — NOTICE REQUIRED OR PAY
REQUIRED IN LIEU OF NOTICE
IN CASES OF DISCHARGE**

19.01 In the event the Company discharges an employee (Other than a part-time employee) who has been in the employ of the Company, the following notice or pay in lieu of notice shall apply:

- (a) a period of employment of less than two (2) years, one week's notice in writing to the employee;
- (b) a period of employment two (2) years or more but less than five years, two (2) weeks notice in writing to the employee;
- (c) a period of employment five (5) years or more but less than ten (10) years, four (4) weeks notice in writing to the employee;
- (d) a period of employment ten (10) years or more, eight (8) weeks' notice in writing to the employee.

Provided the employee **is** not guilty of rank insubordination, dishonesty, obvious disloyalty, unauthorized leave of absence, drunkenness, or drinking intoxicants any time during working **hours**. In such instance, the Company shall not be deemed obligated to give any notice whatsoever *or* any pay in lieu thereof.

ARTICLE 20.00 — BUSINESS AGENTS' VISITS

20.01 The authorized business agent or representatives of the Union shall be permitted, after receiving permission from the Store Manager, (permission will not be unreasonably with-

held) to talk with any employee regarding Union matters during regular working hours. All interviews in excess of five (5) minutes shall not be on Company time.

ARTICLE 21.00 —HEALTH AND WELFARE

21.01 The Company agrees to implement its applicable policy relative to accumulated sick leave benefits and the benefits as outlined in the booklet “Group Insurance For You and Your Dependants” as issued and as may be amended by the Company.

It is understood that all **Group** Insurance booklet provisions including eligibility, shall be applicable to such employees covered by **this** Agreement. The Union agrees that should Government plans provide similar benefits to these covered in a Company plan, such similar benefits will be automatically cancelled by the Company.

21.02 SICK LEAVE BENEFIT

- (a) **An** employee shall accumulate sick time credits following the completion of three (3) month eligibility period. Credit shall be calculated on one-half (1/2) day per month of the full-time basic work week worked to a maximum **of twelve (12) days.**

In order to qualify for sick leave benefits, an employee must contact the Store Manager or in his absence his designate (unless prevented from calling for a bona-fide reason, e.g. employee in hospital) prior to the employee’s starting time of the first day of absence. Said employee shall inform the Company as indicated above of the estimated length of illness and must notify the Company when ready to return to **work.**

- (b) **An** employee returning from a compensable leave shall notify the Company as soon as possible and not later than

3:00 pm on the working day immediately prior to his return.

An employee returning from a compensable leave must be certified fit to perform work. Such certification shall be in writing by a qualified physician before he may return to work.

21.03 **WEEKLY INDEMNITY BENEFIT**

On having attained entitlement an employee, upon presentation of a physician's statement of his continuing incapacity at the outset and periodically thereafter as the Company at its discretion requires, an employee shall be entitled for consequent absence, to a Weekly Indemnity Benefit equal to sixty-six and two-thirds percent (**66 1/2%**) of the normal basic work week straight-time earning at a cost to the employee of approximately .5% of weekly earnings per week. Effective 2 January 1994 the .5% deduction shall be eliminated.

Providing an employee is entitled to Weekly Indemnity Benefits and a claim has been properly completed and filed with the company, in cases where the employee does not receive Weekly Indemnity payment within three (3) weeks of receipt of the claim, upon request by the employee, an advance payment in the amount equal to the Weekly Indemnity payment will be paid to the employee. In such cases, the employee agrees to reimburse the Company when the Weekly Indemnity payment is received.

21.04 The Company shall be entitled to have an employee examined by any medical practitioner at the company's expense and whenever possible such examination shall be held within a reasonable time and within reasonable distance of the employee's home. The Company's doctor shall endeavour to consult with the employee's personal physician as to the employee's condition, No employee shall be required to undergo a medical examination on his day off or after regular work hours.

In cases where there is a dispute between the Company's doctor and the employee's doctor as to the employee's condition, the Company and Union will select an independent doctor (specialist) who will examine the employee and render a decision as to the employee's condition. The independent doctor's decision shall be binding on the company and the Union and the employee. The cost of this doctor shall be borne by the Company and the Union on a 50/50 basis.

21.05 PRESCRIPTION DRUG BENEFIT

- (a) The Company agrees to provide one hundred percent (100%) coverage for employees claiming prescription benefits under the Company's Major Medical Plan.

Effective 1 December 1990, the Company agrees to provide a major medical plan, at no expense to the employee and which plan shall be as that provided in other of the Company's retail operations.

21.06 VISION CARE BENEFIT

The Company will reimburse fifty percent (50%) of the cost of eye glass lenses and/or contact lenses and/or eye glass frames, to a maximum of one hundred dollars (\$100.00) in any twenty-four (24) month period.

Effective 1 January 1991, the Company will reimburse the cost of eye glass lenses and/or contact lenses and/or eye glass frames, to a maximum of one hundred and twenty-five dollars (\$125.00) in any twenty-four (24) month period.

21.07 LONG-TERM DISABILITY BENEFIT

- (a) **An** employee will be eligible and qualify for coverage for a Long-Term Disability (L.T.D.) benefit in accordance with the terms of the Plan. The L.T.D. benefit shall provide a total disability income of sixty-five percent (65%) of the employee's base weekly earnings as at the date of

disability, to a monthly maximum of one thousand eight hundred and fifty dollars (\$1,850). Effective 3 January 1994 the monthly maximum shall be two thousand dollars (\$2,000). The increased rates shall only apply to employees who go onto Long Term Disability subsequent to the effective date of the increase set out above.

The above maximum benefit shall continue to be paid during the interim of proper and timely application by the employee for Canada Pension Plan Disability Benefit and its approval.

Once the (C.P.P.) Canada Pension Plan Disability Benefit is approved, the employee shall reimburse the Company the amount received from C.P.P. for their interim period of time of application and effective date of payment.

The premium of this benefit will be fully paid by the Company.

- (b) In the event of a difference between the employee's doctor and the Insurer as to the medical condition of the employee, the Company and the Union shall select an independent specialist who will examine the employee and render a decision as to the employee's condition. This specialist's decision shall be binding on the Company, the Union and the employee. The cost of this specialist shall be borne by the Company and the Union on a 50/50 basis.

**21.08 U.F.C.W. TRUSTEED DENTAL PLAN
(ONTARIO)**

Effective on ratification, the Company shall make a direct contribution to the Trusteed Dental Plan of sixteen (16) cents per hour for each straight-time hour of actual work in respect of all employees in the Bargaining Unit. The contributions will be forwarded to the Trust established by a Board of Trustees made up of an equal number of Company and Union members.

The Plan will be controlled by the Board of Trustees and the maximum coverage payment of claims shall be as determined from time to time by the Board of Trustees.

It is agreed that in the event the Government of Canada or the Province of Ontario provides a non-contributory Dental Care Plan with similar benefits, the Company's obligations to continue contributions to the Dental Plan shall cease. It is further understood, should a Government Plan create duplicate benefits, then these benefits shall be deleted from the Dental Plan and the Company's contribution in respect to the cost of these benefits shall cease.

**21.09 CANADIAN COMMERCIAL WORKERS
INDUSTRY PENSION PLAN**

Effective 31 December 1989 the Company shall be a participant in the Canadian Commercial Workers Industry Pension Plan for all employees covered by this Agreement at a contribution of:

forty-one (41) cents per hour and,

Effective 29 December 1991, forty-seven (47) cents per hour.

Also effective 26 August 1985 and solely to retire any past service liability, a contribution in addition to one or more of the foregoing future service contributions, of seven (7) cents per hour.

The Company shall contribute in respect of hours paid for time worked and hours paid for time not worked due to sickness, vacations and public holidays (excluding Weekly Indemnity). The maximum number of such paid hours in a week for any employee shall be the number of hours in the basic work week pursuant to Article 4.00 of this Agreement.

The maximum pension benefit level under the Plan for service

prior to entry into the Plan for employees of the Company shall be \$21.00 per month for each year of credited service with the Company prior to entry into the Plan to a maximum of twenty (20) such years of credited service.

The cost of the past service benefit for the Company's employees who are members of the bargaining unit effective date of entry into the Plan of 1 January 1979, and who were members of the Plan prior to 26 August 1985, shall be actuarially determined as at the time of entry and at intervals of not more than three (3) years thereafter and shall be paid by the Company to the Fund, on the basis of seven (7) cents per hour paid or worked by employees.

A tally of contributions along with a list of employees in respect of whom contributions have been made, the amount of the weekly contribution for each employee and the number of hours worked or paid according to the above, shall be forwarded by the Company within the twenty-one (21) days after the close of the Company's four (4) week accounting period. The Company shall pay interest at the rate established by the Trustees on all contributions not remitted as stipulated above.

The Company shall cease making contributions for past service benefits immediately that the past service liability is paid. Such contribution shall be retained by the Company.

The Company shall sign a participation Agreement with the Trustees of the Fund and thereafter is a party to the "Agreement and Declaration of Trust" establishing the Fund.

21.10 Any employee who is on an occupational or non-occupational disability for a period of eighteen (18) months will be terminated for the purpose of Company Benefits; however such employees shall retain their seniority for purposes of resuming the duties of their former job in the event of complete rehabilitation at some future date.

The only benefit that such a person would be entitled to after the eighteen (18) month period would be a benefit provided under the terms of the Canadian Commercial Workers Industry Pension Plan, or a benefit under the terms of the master contract for L.T.D., and subject to the L.T.D. Provisions of the Collective Bargaining Agreement.

21.11 The Company undertakes to consider employee requests for advancement on their Workers' Compensation payments. Such requests shall be made in writing to the Store Manager who will forward such requests to the Human Resources Department.

ARTICLE 22.00 — ADJUSTMENT OF GRIEVANCES

22.01 Any complaint, disagreement or difference of opinion between the Company and the Union or the employees covered by the Agreement, which concerns the interpretation, application, operation or alleged violation of the terms and provisions of this Agreement, shall be considered as a grievance.

22.02 Any employee, the Union or the Company may present a grievance. Any grievance which is not presented within fourteen (14) days following the event giving rise to such grievance, or within ten (10) days of the last day worked in the case of a dismissal shall be forfeited and waived by the aggrieved party.

22.03 All grievances except those submitted by the employee to his immediate supervisor and/or Store Manager shall be submitted in writing and shall clearly set forth the matters in dispute. Within seven (7) days thereafter, the Company shall reply in writing.

22.04 The procedure for adjustment of a grievance by an employee, shall be as follows:

STEP ONE:

By a discussion between the employee, the Steward and the employee's immediate Supervisor and/or Store **Manager**.

Failing a satisfactory settlement and within five (5) days thereafter, the employee may submit a written grievance to the Store Manager. Within the seven (7) days immediately following submission of the written grievance, the **Store Manager** shall reply in writing and failing a satisfactory settlement, then:

STEP TWO:

The Union Representative, **or** Representatives may take the matter up with the Company's official designated by the Company to handle labour relations matters. If a satisfactory settlement cannot be reached within fifteen (15) days (excluding Saturday and Sunday) the matter may then be referred to an Arbitration Board as per Section 23. **A** grievance can be submitted to Arbitration only within twenty-five (25) days from the date of the Company's Step Two answer. Any unresolved grievance not submitted to Arbitration within the twenty-five (25) days shall be rendered null and void. It is agreed that under unusual circumstances, an employee may take his alleged grievance directly to the Union.

When an employee's work performance **is** such that it may lead to discipline or discharge and is the subject of discussion between the employee and the Company, the Union Steward shall be present.

STEP THREE:

Prior to filing for Arbitration either party may request a Step Three meeting to discuss the outstanding grievance. A grievance can be submitted to Arbitration only within twenty-five (25) days from receipt of the Step Three answer.

22.05 The employee shall be given a copy of reprimands,

suspensions or notice of discharge which are to be entered in the employee's personnel file.

22.06 Notwithstanding Step Two of the Grievance Procedure either party may request that a meeting be held to discuss the outstanding grievance prior to Arbitration.

ARTICLE 23.00 — BOARD OF ARBITRATION

23.01 If the Union and the Company Representatives cannot reach an adjustment, upon request of either party, the grievance shall be submitted to a Board of Arbitration composed of three (3) members, or a Chairman only if agreeable to both parties.

23.02 The Company and the Union shall each select one (1) member and the third member shall be elected by mutual agreement of the two (2) members first elected. The third member shall be impartial and possess skill and knowledge of labour management relations. The third member shall act as Chairman of the board. If agreement cannot be reached within fifteen (15) calendar days (excluding Saturdays and Sundays) in respect to the appointment of the chairman of the board of Arbitration, the matter shall be referred to the Minister of Labour for the Province of Ontario who shall appoint one. No person involved directly in the controversy under consideration shall be a member of the Board of Arbitration.

23.03 The Board of Arbitration shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent investigation that it deem essential to a full understanding and determination of the issue involved. In reaching its decision, the Arbitration Board shall be governed by the provisions of this Agreement.

23.04 The Board of Arbitration shall not be vested with the power to change, modify, or alter any of the terms of this

Agreement. All grievances submitted **shall** present an arbitrable issue under this Agreement and shall not depend or involve an issue or contention by either part which is **contrary** to any provision of this Agreement, or which involves the determination of a subject matter not covered by or arising during the term of this Agreement.

23.05 The findings and decisions of the Board of Arbitration on all arbitrable questions shall be binding and enforceable on all parties.

23.06 It is the intention of the parties that this Article shall provide a peaceful method of adjusting grievances so that there **will** be no suspension or interruption of normal operations as a result of any grievance.

23.07 The parties shall act in good faith in proceeding to adjust grievances in accordance with the provisions in this Article.

23.08 The expense of the Chairman of the board shall be borne equally by the parties to the Arbitration.

ARTICLE 24.00 — CASH SHORTAGES

24.01 No employee may be required to make up cash register shortages unless he is given the privilege of checking the money and daily receipts upon starting and completing the work shift, and unless the employee has exclusive access to the cash register during the work shift, except as specified below.

24.02 No employee may be required to make up register shortages when Management exercises the right to open the register during the employee's work shift, unless the register is opened in the presence of the employee and the employee is given the opportunity to verify all withdrawals and/or deposits.

ARTICLE 25.00 — UNION DECAL

25.01 The Company agrees to display the official Union decal of the United Food and Commercial Workers International Union in a location where it can be seen by customers.

ARTICLE 26.00 — BULLETIN BOARD

26.01 The Company agrees that during the term of this Agreement it will maintain its present policy to make space available to the Union on the existing Bulletin Board in each of its stores for the purpose of posting notices directly relating to the employees of the store provided such notice firstly receives the approval of management.

ARTICLE 27.00 — WEARING APPAREL

27.01 The Company agrees during the term of this Agreement to maintain its past practice relative to wearing apparel for employees. The parties further agree that this practice can be amended if mutually acceptable to the employees, the Union and the Company.

27.02 Special clothing such as raincoats and parkas are to be supplied and maintained by the Company where required.

27.03 The Company agrees to allow meat cutters to wear clean, presentable slacks, other than dress slacks which is the standard dress for grocery and produce clerks.

ARTICLE 28.00 — CHARITABLE DONATIONS

28.01 While the Company and the Union are fully in favour of charitable causes, employee donations to charity funds shall be on a strictly voluntary basis.

**ARTICLE 29.00 —EMPLOYEES OTHER THAN
UNION MEMBERS**

29.01 Persons who are not members of the bargaining unit and who do perform work normally performed by members of the bargaining unit, shall not do so to any extent ~~so~~ as to displace a Full-Time employee.

29.02 Except prior to store opening, and one (1) week thereafter, or during store remodelling to a maximum of one (1) week, suppliers' representatives (except the Companies listed below) will not price production stores, stock or replenish merchandise, other than to rotate or check code dating on shelf stock.

1) Fireco.

ARTICLE 30.00 —CHRISTMAS BONUS

30.01 **A** Christmas bonus shall be paid to employees on the same basis as it ~~is~~ paid elsewhere in the Company in any given year.

If a store is sold or franchised to an employer other than the Oshawa Foods Division of The Oshawa Group Limited, the following shall apply for that store:

A Christmas bonus shall be paid to all regular full-time employees calculated at the hourly rate for their classification in effect on December 31, 1983.

Employees with three (3) months' service as of December 1st of such year shall receive one-quarter (1/4) of one week's **pay**.

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

Employees with nine (9) months' service as of December **1st**



of such year shall receive three-quarters (3/4) of one week's pay.

Employees with twelve (12) months' service as of December 1st of such year shall receive one week's pay.

Christmas bonus will be paid on or before December 15th each year.

Any employee absent from work in excess of six (6) months in any qualifying year shall have his Christmas bonus prorated based upon his actual time at work.

ARTICLE 31.00 — EXPIRATION AND RENEWAL

31.01 This Agreement shall remain in full force until 3 July 1994, and shall continue in full force thereafter from year to year, except either party may upon not more than ninety (90) days, and not less than thirty (30) days before the expiry date, or renewal date of such Agreement, give notice in writing to the other party of its intention to revise or abrogate this Agreement

SIGNED **THIS** 21st DAY OF DECEMBER, 1992.

FOR THE UNION:

FOR THE COMPANY

FRANK PALMER

MEL MCMURTER

RICK WILLIAMS

FRANK DeCARIA

MALCOLM MINGAY

KAREN VALKO

KATHY McCLAFFERTY

NORM MARCHI

HAROLD SUTTON

DAVID JOFFE

APPENDIX "A"

A.1 General Increase

Effective 3 January 1993 an employee actively employed in the Company payroll as of the date of ratification shall receive an increase of thirty (30) cents to his hourly rate of pay.

Effective 2 January 1994 an employee actively employed on the Company payroll as of the date of ratification shall receive an increase of thirty-five (35) cents to his hourly rate of pay.

The hourly rates of pay provided in the wage progression shall be adjusted on the top and the dates by the amounts provided above.

A.2 Off-Scale Employees

In the event that any increase as a result of a general increase results in any employee being on an off-scale rate within his classification they shall move to the next higher increment of the scale when their experience and service warrant such an increase.

A.3 Hourly Rates of Pay

Cashier —

Wrapper —

Bakery Sales

3 January 1993 2 January 1994

Start	\$7.97	\$7.97
3 months	8.48	8.48
6 months	9.20	9.20
9 months	9.97	9.97
12 months	10.75	10.75
15 months	11.55	11.55
18 months	12.39	12.39
21 months	13.24	13.24
24 months	14.09	14.09
27 months	15.02	15.02
30 months	17.46	17.81
PRIOR TO RATIFICATION	17.66	18.01

Grocery Clerk —

Produce Clerk —

File Maintenance Clerk —

Bakers

Start	\$8.03	\$8.03
3 months	8.68	8.68
6 months	9.46	9.46
9 months	10.28	10.28
12 months	11.15	11.15
15 months	12.01	12.01
18 months	12.92	12.92
21 months	13.82	13.82
24 months	14.74	14.74
27 months	15.67	15.67
30 months	17.46	17.81
PRIOR TO RATIFICATION	17.66	18.01

Porter 3 January 1993 2 January 1994

Start	\$7.97	\$7.97
3 months	8.48	8.48
6 months	9.20	9.20
9 months	9.97	9.97
12 months	10.75	10.75
15 months	11.55	11.55
18 months	12.39	12.39
21 months	13.24	13.24
24 months	14.09	14.09
27 months	15.02	15.02
30 months	17.46	17.81

Bread Board Operator

Start	\$7.96	\$7.96
3 months	8.60	8.60
6 months	9.44	9.44
9 months	10.30	10.30
12 months	11.15	11.15
15 months	12.00	12.00
18 months	12.87	12.87
21 months	13.73	13.73
24 months	14.60	14.60
27 months	15.47	15.47
30 months	18.06	18.41

Produce Department Head

Start	\$15.15	\$15.15
3 months	15.82	15.82
6 months	16.74	16.74
9 months	17.46	17.46
12 months	18.84	19.19

	3 January 1993	2 January 1994
Head Cashier		
Start	\$14.42	\$14.42
3 months	17.60	17.95
Deli Operator		
Start	\$14.42	\$14.42
3 months	17.87	18.22
Meat Cutters		
Start	\$8.83	\$8.83
3 months	9.36	9.36
6 months	9.98	9.98
9 months	10.81	10.81
12 months	11.71	11.71
15 months	12.46	12.46
18 months	13.41	13.41
21 months	14.37	14.37
24 months	15.17	15.17
27 months	16.15	16.15
30 months	18.11	18.46
Assistant Meat Manager	\$18.50	\$18.85
Shift Lead Hand		
Start	\$15.26	\$15.26
3 months	18.30	18.65
Night Lead Hand		
Hourly Premium in addition to the employee's hourly rate:	\$0.60	\$0.60
Journeyman Baker		
Start	\$14.81	\$14.81
6 months	16.00	16.00
12 months	17.98	18.33

Ice Decorator **3 January 1993** **2 January 1994**

Start	\$13.01	\$13.01
3 months	13.76	13.76
6 months	14.59	14.59
9 months	15.48	15.48
12 months	17.17	17.52

A.4 Economic Adjustment Factor

During the term of this Collective Agreement, an economic adjustment of one hundred and twenty-five dollars (\$125.00) per quarter, shall be paid each eligible employee.

Eligibility for the above payment shall be contingent on an employee not having been absent from work for more than ten (10) days of work during the respective quarter and have full-time status as at the end of each quarter.

The aforementioned payments shall be pro-rated for an employee absent more than ten (10) days in each respective quarter.

The quarterly periods conclude:

20 September 1992	19 September 1993
20 December 1992	19 December 1993
21 March 1993	20 March 1994
20 June 1993	19 June 1994

In the event an employee is changed in status from a full-time employee to a part-time employee during any quarter, he shall receive the Economic Adjustment Factor on a pro-rata basis for that respective quarter only.

APPENDIX — SUNDAY

Between

**The Oshawa Foods Division of
The Oshawa Group Limited,**
(hereinafter referred to as the "Company")

And

**United Food & Commercial Workers,
Local 175, chartered by the United
Food & Commercial Workers International Union,**
(hereinafter referred to as the "Union")

and with specific reference to this "Memorandum of Agreement — 1992" to which Collective Agreement the following shall apply:

"In the event the Company decides to open its stores Sunday for shopping it shall be staffed by employees on a voluntary basis and in addition to the regular work week. In so deciding the Company shall prior to such opening advise the Union and negotiate an applicable premium rate for Sunday work. In the event the Union amends the Sunday premium currently provided in the Collective Agreement with The Great Atlantic and Pacific Company of Canada Limited, the premium applicable between the parties hereof shall be one dollar and sixty cents (\$1.60) per hour.

FOR THE COMPANY

FOR THE UNION

NORM MARCHI

HAROLD SUTTON

DAVID JOFFE

Mr. Bud Adam
United Food & Commercial Workers
Local 175
2200 Argentia Road
Mississauga, Ont.
L5N 2K7

16 December 1992

Re: Key Person

Dear Sir:

This shall confirm that a Part-Time employee shall not be assigned "Key Person" duties.

Yours truly,

David H. Joffe
Vice President
Industrial Relations

/fl

Mr. Bud Adam
United Food & Commercial Workers
Local 175
2200 Argentia Road
Mississauga, Ont.
L5N 2K7

16 December 1992

Re: **Labour Dispute of Suppliers**

Dear Sir:

In the event of a labour dispute involving suppliers represented by United Food & Commercial Workers, Local 175, the Company shall meet with the Union and discuss the situation.

Yours truly,

David H. Joffe
Vice President
Industrial Relations

/fl

Mr. Bud Adam
United Food & Commercial Workers
Local 175
2200 Argentia Road
Mississauga, Ont.
L5N 2K7

16 December 1992

Letter of Understanding

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

- (single) premium for those employees without eligible dependants as defined in the O.H.I.P. Plan.
- (Family) premium for the following employees as defined in the O.H.I.P. Plan:

Married employees whose spouses are not eligible for 100% payment for O.H.I.P. (only) by the spouse's employee.

Widowed, divorced, or separated employees.

If the O.H.I.P. premiums are reduced, the Union agrees that any savings resulting there from will be retained by the Company.

Yours truly,

David H. Joffe
Vice President
Industrial Relations

dl

Mr. Harry Sutton
United Food & Commercial
Workers Union, Local 175
2200 Argentinia Road
Mississauga, Ontario
L5N 2K7

September 15, 1993

Dear Sir:

**Re: Canadian Commercial Workers
Industry Pension Plan Contributions**

The Company agrees to participate and pay the premiums as set out in the Master Agreement for the Canadian Commercial Workers Industry Pension Plan for the term of this Collective Agreement expiring 3 July, 1994.

Yours truly,

David H. Joffe
Vice President
Industrial Relations
The Oshawa Group Limited

/ab

opeiu:343