

EXPIRY: FEBRUARY 4, 1996

SOURCE	10
EFF.	94 07 04
TERM.	96 02 04
EMPLOYEES	101
NOMBRE EMPLOYÉS	91

BETWEEN:

CANADA **SAFWAY** LIMITED, a body corporate, carrying on business in the Town of **DRYDEN**, in the Province of Ontario, 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, to provide methods for fair and **amicable** adjustment of disputes which may arise between them and to **promote** (efficient operation,

NOW, THEREFORE, THE UNION AND THE COMPANY MUTUALLY AGREE AS FOLLOWS:

SECTION 1 - RECOGNITION

1.01

The Company **recognizes** the Union as the sole collective **bargaining** agent for all employees coming under the **jurisdiction** of the Agreement, save and except the Store Manager, Assistant Store Manager,, **Meat Department Manager**, Bakery Department Manager, and persons above the rank of Store **Manager**.

1.02

Wherever the words "**part-time employees**" are used in this Agreement, they shall also **include** Students,, unless Students are **specifically**excluded.

1.03

In this Agreement the use of masculine **terms** shall mean the feminine and **vice-versa** unless otherwise indicated by the content.

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SECTION 2 UNION SECURITY

2.01

The Company agrees to retain in its employ within the **Bargaining Unit** as outlined in Section 1 of this Agreement, only members of the Union in **good** standing. The Company shall be free to hire or rehire new employees who are not **members** of the Union, provided said non-members, whether part-time **or full-time**, shall be eligible for membership in the Union and shall make application on the official membership application form within ten **(10)** calendar days from date of hire or rehire and become members within thirty **(30)** calendar days.

2.02

The Company agrees to provide each new employee and rehired employee, at the time of employment, with a **form** letter **outlining** to the employee his or her responsibility in regard to payment of **Union Dues and Initiation Fees**.

2.03

The Company agrees to **forward** Exhibit One, duly completed, as attached to this **Agreement**, to the Union within ten **(10)** calendar days from date of hire or rehire of **an** employee, as per Section **2.02** above. **The** Union shall bear the expense of printing and mailing the letter, the contents to be such, that it is acceptable to the Company.

2.04

The Company agrees to provide the Union, once a month, with a list containing the names of all employees who have terminated their employment during the previous month.

SECTION 3 - DEDUCTION OF UNION DUES

3.01

The Company agrees to deduct from each employee affected including new hires, the amount of weekly union dues and initiation **fees** as are **authorized** by regular and proper vote of the **membership** of the Local Union. The Union will advise the Company as to **the** amount of initiation **fees** to deduct on an instalment basis.

3.02

Union **dues** deducted during the month **shall** be submitted to the Union within twenty **(20)** **calendar** days following the completion of the **Company's** four **(4)** or five **(5)** week accounting period.

3.03

The Company agrees to **list** monthly on the Dues Deduction **Sheet**, the names, and social **insurance** numbers of the employees whom deductions were **made** and the amount of each. **deduction** including the names of employees who **have terminated** their employment and new hires.,

3.04

Union **dues deductions**, deducted from the **Company's** payroll during the calendar **year shall** be **included** on the **T-4** **Income Tax** forms that are provided by the Company.

SECTION 4 HOURS OF WORK

4.01

An employee who works thirty-seven (**37**) hours per week for **thirteen (13)** consecutive weeks shall qualify as a full-time **employee**, but such employee will be subject to Section **17** of this Agreement.

This provision shall not apply to Students or **other** employees hired for a specific **project** or group of assignments.

4.02

The basic work. **week** for **full-time** employees will be thirty-seven (**37**) hours per week as scheduled by management, but **all** shifts will be full hours or one-half (**1/2**) hour periods.

4.03

In a week in which *one* (**1**) statutory holiday occurs, the normal basic work week: for full-time **employees** shall be twenty-nine (**29**) hours.

4.04

In the event the **Company** observes **two (2)** statutory holidays in one (**1**) week, full-time **employees** shall receive thirty-seven (**37**) hours **pay** for twenty-two (**22**) hours during that week.

4.05

1. The Company will endeavour to schedule one (1) of the **employee's** Saturday/ Sunday or Sunday/Monday **combinations** to coincide with the employee's vacation once per year provided it does not **interfere** with the efficient operation of the business and **provided** the employee advises the Company in writing at least one (1) month before the commencement of his vacation.
2. The Company will **schedule** full-time employees two (2) consecutive days off (Saturday/Sunday or Sunday/Monday) once every **four (4)** weeks, except in the week of a statutory holiday, so that employees involved receive **an equal** number of **Saturday/Sunday** and **Sunday/Monday combinations** off. Should an employee **prefer** to have some other days off at the time he or she would normally be scheduled two (2) days off, as set out above, the **employee** shall advise the Company by Thursday **noon** of the preceding week and in such event, the employee will forfeit **his** or her two (2) consecutive **days** off in that four (4) week period.

4.06

1. The Company shall post a weekly full-time schedule and a weekly part-time schedule in ink not **later** than Friday, **twelve (12:00)** o'clock noon of each week for the **following** week. **If the** new schedule is not posted by Friday, **twelve (12:00)** o'clock noon, then the schedule already posted shall **apply** for the following week. The Company has the right to call in other part-time employees not previously scheduled to work if required **by** the business.
2. The schedule **of** employees working full-time may be changed without notice in **the** event of an unscheduled, absence of employees or in the event of emergencies, such as a snowstorm, flood, **breakdown** of machinery, or other **instances** of force majeure. **In all other** cases, at least forty-eight (48) hours notice of change must be given, or four (4) hours additional pay in **lieu** of notice.

The foregoing shall not apply to employees other than **full-time**. Notice to such other employees shall **be** given as far **in** advance as possible by the Company.

3. Time Sheets

The Company **shall** provide either a time clock or time sheets to **enable** employees to record their own time for payroll purposes. Employees shall record their own *time at* the time they start and finish work and the time they commence **and** return from meal periods and such **other** recordings as may be required by the Company. Where time sheets are **used, the** employees will record their time in ballpoint pen. Time sheets **shall** be in the form mutually agreed upon,

The employees will record their **time** in ball point pen. **Any** employee who, for any **reason, fails** to record all time worked **shall** be **penalized** as follows:

First **Violation** - A written warning.

Second Violation - A one (1) day suspension without pay during one (1) week; the employee will be permitted to work **only four (4)** days during such week.

Third **Violation** - A one (1) week suspension without **pay**.

Management agrees to **assume** its full responsibility in **seeing** that **all employees** are compensated for all **time** worked.

Warnings or suspensions shall be **implemented** within one (1) **month** of notification by the Union to do so unless a longer period is mutually agreed upon by **the** Union **and** the **Employer**, or in **the** event that the requested suspension becomes subject to the Grievance Procedure, Any dispute **arising** as a result of the above provision shall be **subject** to **the** Grievance and Arbitration articles of the Agreement.

Any employee who is working on Saturday **will** have the **opportunity** to complete **his/her** time card at the end of the shift.

4.07

1. Meal Periods

A **meal** period without pay for employees working a daily shift of six (6) hours or more shall **be** of not less than thirty (30) nor more than sixty (60) minutes uninterrupted duration unless otherwise **mutually agreed** between the **Company** and the employee. The meal period shall start not earlier than three (3) hours nor later than five (5) hours after **commencement** of the employee's shift. Times at which such meal periods are taken **shall be** scheduled by management.

Employees working a six (6) hour shift may, by mutual agreement between the Store Manager and the employee, forego their meal period .

2. Rest Periods

The Company agrees to grant uninterrupted rest periods with pay to all. employees working a six (6) or more hour shift, one (1) rest period granted before, and one (1) after the meal period. An employee working less than six (6) hours and more than three (3) hours will receive one (1) , fifteen (15) minute rest period.

The Company will attempt to schedule rest periods near the middle of a shift (or near the mid point between start or finish and the meal break), but in any event not until one hour after the commencement of work nor less than one hour before either the meal period or the end of the shift and shall not be combined with, the meal period.

3. If an employee is required. to work overtime on the completion of an eight (8) hour shift, and if the Company does not schedule a meal period without pay, then the employee will be scheduled a fifteen (15) minute rest period with pay within half an hour of the end of the first shift, providing the overtime is for two (2) hours or more.

4.08

Emergency Pay and Change in Work Schedule

In the event of snowstorm, any employee working full-time who reports late for work, but in any event, within the first three (3) hours of his scheduled shift, shall receive pay for his full shift. All other employees shall be paid only for the hours worked . It is further understood that overtime rates will not apply until, an employee has completed eight, (8) working hours.

In the event of fire, flood, breakdown of machinery, or other instances of force majeure, the Company will endeavour to provide employment in such other of its stores not so affected.

Night Stocking

1. In stores where night stocking is in effect, one (1) or more days per week, there will be one (1) employee appointed on night stocking crew to act as Lead Hand. A premium of **forty-five (45¢) cents per hour (fifty (50¢) cents per hour effective January 6, 1991)** will be paid to the Lead Hand for all time so appointed, **including** statutory holiday pay and overtime.
2. Normal night stocking for full-time employees **shall** not exceed two (2) months over a four (4) month period.
3. No employee shall be scheduled to work **alone** on night stocking in any store except in cases of emergencies.
4. Unless **he is** willing to do **so**, no employee **will** be scheduled to commence **work** earlier than ten (10) hours from the completion of his last **work** assignment (thirty (30) hours when changing from **days** to nights).
5. Except in cases of **emergency**, or the regular interchange of employees to or from the night shift, employees will be given one (1) week's notification of change from the day **shift** to the night shift or vice versa.

SECTION 5 OVERTIME

5.01

All time worked in **excess** of the **normal basic** work week, as defined in Section 4, subsection 4.02, 4.03 and 4.04, or the regular working day scheduled by the Company, which shall not exceed the scheduled work day **of the employee**, as outlined in Subsection 4.02 of this Agreement, shall be paid for at: **the rate of time and one-half** the employee's **regular** rate, provided that both daily and **weekly** overtime shall not be **paid** for, or as a result of the same hours.

5.02

All time worked by **regular**, full-time employees **on** their scheduled day off, when **forty-eight (48) hours** notice has not been **given**, and **no emergency** exists,, shall be paid for at the rate of double time of the employee's hourly rate **for all time** so employed.

5.03

Full-time employees working on statutory holidays, designated in Section 6 of this Agreement, shall be paid the regular, hourly rate they would have received had they not worked, plus an **additional** double time said hourly rate for all time required to be on duty. Employees other than full-time, working on statutory holidays, designated in Section 6 of this Agreement, shall be paid their regular, hourly rate they would have received had they not worked, plus additional time and one-half (**1 1/2**) said hourly rate for all the time **required** to be on **duty**.

5.04

All overtime must be **authorized** by management.

5.05

Overtime shall be by **mutual** consent and where practical, shall be offered to the most **senior** employee on the shift, provided the employee has the ability and qualifications to perform the work of the required overtime. If the senior employee does not wish to accept the overtime, the management will assign the job **function** to such employee **who** is available and has the ability and is **qualified** to do the work.

5.06

When the **store** is not: open for Sunday **business**, any full-time employee scheduled to work on Sunday shall be paid double time his **regular** hourly rate of pay for all hours worked. Any employee, other than full-time, **scheduled** to work **on Sunday shall** be paid time and **one-half (1 1/2)** his regular hourly rate for **all** hours worked.

5.07

When the store is open for Sunday business the **conditions** of Letter **of** Understanding **#5** shall apply.

5.08

Compensating time **off** shall not be given in lieu of overtime pay.

5.09

Premium Rate for Night Shopping

All **employees** who are **scheduled** to work twenty-two (22) hours or more **per** week and who are required to work after **6:30 p.m.** when the store is open for night shopping, shall receive sixty (60¢) cents per hour in addition to their regular hourly rate of **pay** for each half hour worked after **6:30 p.m.** Premium pay for night shopping shall not be added to the employee's hourly rate for the purpose of computing overtime, under **subsection 5.01.**

5.10

Full-time cashiers will not work more than two (2) nights shopping per week unless otherwise **mutually** agreeable between the Company and the employee.

5.11

Night, Shift Premium

Any employee **called to** work between the hours of **11:00 p.m.** and **7:00 a.m.** shall receive sixty (60¢) cents per hour over his regularly established rate for each full. hour worked. All **employees** who work the majority of their hours between **11:00 p.m.** and **7:00 a.m.** shall receive the premium for the full shift. This shift rate shall not be added to an employee's hourly rate for the purpose of computing **overtime** and there shall be no overlapping of **premiums.**

SECTION 6 STATUTORY HOLIDAYS

6.01

The following days shall be considered **holidays,** for which **regular, full-time employees** shall suffer no **reduction** in pay on **account** of the closing of the Company's stores:

NEW YEAR'S DAY
GOOD FRIDAY
CANADA DAY

LABOUR DAY
VICTORIA DAY
CIVIC HOLIDAY

THANKSGIVING DAY
CHRISTMAS DAY
BOXING DAY

and **any other day** or **portion** of a day **generally** observed by the **Retail Grocery and** Meat stores and designated as a holiday **by** the Company.

If the Company opens its stores on November **11th,** each employee will **be** given a float holiday as a statutory holiday on a day **mutually agreed** to during the month of November.

Failing **agreement**, management shall schedule the floater in **conjunction with** an employee's regular day off. For the purposes of this clause, senior **employees** will have preference in **schedulin**

6.02

In order for an employee, full-time or part-time, to receive Statutory Holiday pay, he must:

1. not have been **voluntarily** absent from work on the scheduled work **day** prior to and following such holiday;
2. have worked his full regular designated **weekly** hours for the week in, which holidays, a holiday or portion of a holiday occur, except for **bonafide** illness.

It is understood that any employee **on leave** of absence granted by the Company, at the request of the employee, **shall** not qualify for **statutory holidays** with pay **if** he is absent *cm* both his last **scheduled** work **day** prior **to** and his first scheduled work **day** following the statutory holiday.

Any employee **receiving** a. payment under the Weekly Sickness and Accident. Plan, or Workers' Compensation, for the full week in which **the** statutory holiday or **holidays** occur, shall not be entitled to the statutory holiday **provision** of **this** Agreement.

6.03

All part-time **employees** who have been employed thirty **(30)** calendar days or more and have worked an average of at least **thirty-two (32) hours** or **more** per week in the four **(4)** weeks preceding the week in which a **statutory** holiday occurs, **shall** receive eight **(8) hours** pay at his or her regular hourly rate for each holiday,

6.04

All part-time employees **who** have been employed thirty **(30)** calendar days or more and have worked an average of at least twenty **(20) hours** work, but less than thirty-two **(32)** hours per week in the four **(4)** weeks **preceding** the **week** in which a statutory **holiday** occurs, shall receive **six (6)** hours pay at his or her regular hourly rate for each holiday.

6.05

All part-time employees who have been employed thirty **(30)** calendar **days** or more and have worked an **average** of at least ten **(10)** hours a week, but less than twenty **(20)** hours per week in the four **(4)** weeks preceding the week in which a statutory holiday **occurs**, shall receive three **(3)** hours pay at his regular **hourly** rate **for** each holiday.

SECTION 7 - WAGES

7.01

The minimum hourly rate of wages for all employees coming under this Agreement shall be as per Appendix "B" of this Agreement provided that where an individual employee's weekly or hourly wage is higher, such wage or hourly rate of wages shall not be reduced by reason of this Agreement. The rates of pay provided in Appendix "B" are minimum rates and apply to the job classifications and not to the individual.

7.02

New employees will be **classified** according to previous comparable experience in a **unionized**, self-serve food store. The Company shall not be required to **recognize** previous experience of new employees who have not worked in a **unionized** self-serve food store in the past two (2) years. The maximum credit granted will be 1,000 hours (2,000 hours for bakers and meatcutters).

7.03

It shall be the **responsibility** of the employee to supply reasonable proof of his or her previous (experience within forty-five (45) calendar days of employment. Otherwise, all claim for credit for previous experience shall be forfeited by the employee. Reasonable proof will mean that if past employment records are not obtainable, the Union records, income tax records, or other similar documents will be acceptable. The hourly rate for recognised credit will be effective from the **first** day of employment.

The Company will have the right to demand proof of past experience from the employee affected, in establishing his or her proper wage scale.

7.04

Call-In Time

All employees, except as provided below, called in and who report for work; shall, if required to work less than four (4) hours, receive four (4) hours pay at the regular hourly rate.

7.05

Students

Paragraph 7.04 above shall **apply** to Students on days other than school days. It shall also apply when stores are open for night shopping on school days. On **school** days other than when stores are open for **night** shopping, Students may be paid for only those **hours worked**, except when employed **for** less than two **(2)** consecutive hours, in which event **they** shall receive a minimum of two **(2)** hours pay at the regular, hourly rate.

7.06

This, four **(4)** hour minimum would also apply to any Student called in for night stocking if he were brought in to start his shift one-half **(1/2)** hour or later after store closing time.

7.07

Travel Time

Any employee who is transferred, at the request of the Company, from one store to another during the regular working day, shall be paid his **or her regular** hourly rate for all **traveling** time. **Employees** shall be compensated for actual **expenses** of public transportation or its equivalent or the actual cost of taxi fare, if such **transportation** is required by the **Company**.

SECTION 8 RELIEVING RATES OF PAY

8.01

Store Manager

Any employee relieving a Store Manager for more than one (1) consecutive day in the employee's home store **and** immediately in a store other than the home store, shall receive a minimum of **\$1.65** per hour (**maximum \$61.05/week**), in addition to his or her hourly rate of pay, **for** all time so employed.

8.02

Assistant Store Manager

New **employees assigned** to relieve an Assistant Store Manager for a period of more than one **(1)** consecutive working day shall receive a premium of **\$1.30** per hour, maximum **\$48.00** per week for all time so employed.

8.03

**Bakery Department Manager, Meat Department Manager,
Produce Department Manager**

Employees assigned to relieve a Bakery Department Manager, Meat Department Manager, or **Produce** Department Manager for a period of more than one (1) consecutive working day shall receive a minimum of sixty-five (\$.65) cents per hour in addition to their regular hourly rate of pay for all time so employed.

8.04

Second Assistant Store Manager and Deli Manager

Employees assigned to **relieve** a Second Assistant *Store* Manager or **Deli** Manager for a period of more than one (1) consecutive working day shall receive a minimum of fifty (\$.50) cents per hour in addition to their **regular hourly** rate of **pay** for **all time so employed**.

8.05

Head Cashier

Employees assigned to relieve a Head Cashier for a period, of more than one (1) consecutive working day shall be paid the minimum rate established for Head Cashier in this **Agreement**, for all time so employed.

.06

In **the** event of an employee's rendering **temporary** service in a classification in which the rate is **lower** than has been received by **him** or her, his or her regular rate shall not be reduced.

SECTION 9 VACATIONS WITH PAY

9.01

Each year's requirements for any **employee** to qualify for the **respective** periods of vacation with pay as set forth below **are that** they have **worked** for the Company not less than ninety-five (95%) percent **of the regular**, full-time assigned working hours during a continuous twelve (12) month period, but time for **absence** from work not to include:

1. the period of vacation:
2. the period of absence on a Worker's Compensation claim:
3. the aggregate of periods not **exceeding** thirty (30) working days in all, **comprising**:

a) time during which the employee has been authorized by the Company to be absent from work;

b) time in respect of which the employee files with the Company a certificate, signed by a duly qualified medical practitioner, that he or she was unfit to work during that time, by reason of his or her illness or injury.

Where a full-time employees does not qualify for vacations with pay as outlined above, he shall receive vacation pay calculated at two (2%) percent of his total wages earned for each week of vacation entitlement for which no vacation allowance has been paid.

9.02

Full-time employees with less than one (1) year's service by April 1st will receive an amount equal to four (4%) percent of their total wages earned during the period of employment, for which no vacation allowance has been paid up to April 1st. Such employees may be allowed a leave of absence without pay up to two (2) consecutive weeks during the months of April 1st to September 30th, inclusive, unless otherwise mutually agreed to between the employee and the Company.

9.03

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

With the exception of part-time employees going to full-time as set out in clause 9.15.

One (1) or more years by April 1st -
two (2) weeks vacation with pay;

Five (5) or more years by April 1st -
three (3) weeks vacation with pay;
(Effective in 1997 - three (3) or more years by April 1st -
three (3) weeks vacation with pay).

Eight (8) or more years by October 1st --
four (4) weeks vacation with pay;

Thirteen (13) or more years by October 1st -
five (5) weeks vacation with pay;

Eighteen (18) or more years by October 1st -
six (6) weeks vacation with pay;

Effective in 1995 -
Twenty-three (23) or more years by October 1st -
seven (7) weeks vacation with pay.

9.04

Full-time employees shall be granted a minimum of two (2) consecutive weeks of vacation with pay during the months of April 1st to September 30th, except as indicated in clause 9.05 and 9.06, or unless otherwise mutually agreed to between the Company and the employee,

Full-time employees entitled to three (3), four (4), five (5) or six (6) weeks vacation with pay shall be granted such vacation consecutively except during the months of June, July, August, September and December unless otherwise mutually agreed.

9.05

When employees are scheduled to take their vacations during the months of June, July, August, September and December, the Company shall grant a minimum of two (2) weeks; consecutively. The balance of the vacation entitlement during that period shall be scheduled by the Company unless otherwise mutually agreed to between the Company and the employee.

9.06

The vacation period for those employees entitled to three (3), four (4), five (5), and six (6) weeks vacation shall be May 1st to September 30th, unless otherwise mutually agreed to between the employee and the Company.

9.07

The Company reserves the right to determine the vacation period for each employee, subject to the provisions above and the provisions of Section 17 of this Agreement.

9.08

When a holiday occurs during an employee's vacation, an extra day's vacation pay shall be paid if the holiday is one for which the employee would have received pay had he been working, unless otherwise mutually agreed to between the employee and the Company.

9.09

An employee's approved scheduled vacation dates will not be changed by the Company without two (2) weeks prior notice, and in no event will they be changed if the employee produces evidence of more than fifty (\$50.00) dollars obligations committed, prior to the two (2) weeks notice.

9.10 Full-time employees who work less than one (1) year and whose employment is terminated., shall receive vacation with pay in the amount of four (4%) percent of their earnings, for the period of time for which they have not received any vacation pay.

9.11 Part-time employees will receive vacation pay allowance based on their previous year 's earnings, January 1st to December 31st. Entitlement will be based on years of continuous service with the Company by December 31st of each year as outlined below:

Less than five (5) years	4%
Five (5) years and more (Effective in 1997, three (3) years and more payable in 1998)	6%
Eight (8) years and more	- 8%
Thirteen (13) years and more	- 10%
Eighteen (18) years and more	- 12%
Effective in 1995, Twenty-three (23) years and more (Payable in 1996)	14%

9.12 The Company will endeavour to grant time off, up to a maximum of six (6) weeks to part-time employees for vacation purposes, provided the employee makes the request in writing at least one (1) month in advance and the requested vacation does not interfere with the efficient operation of the business.

9.13 Part-time employees vacation pay shall be paid to all part-time employees during the month of April of each year.

9.14 Vacation entitlement must be taken in the calendar year and shall not be carried over to the next calendar year.

9.15

Upon successful completion of **the** probationary period a part-time ~~employee~~ proceeding to full-time employment after January 29, 1979 will be credited with the number of hours accumulated during the employees **continuous service** with the Company as a part-time employee and provided the employee's service is **continuous** from part-time to full-time. The credited hours **will** be balanced with the hours of a regular full-time employee to **establish** the appropriate yearly credit for future vacation entitlement as provided in Section 9 of the Agreement.

9.16

Employees (first full-time, then part-time) will be given an opportunity **to** indicate a preference for vacation period, before April 15th of **each** year and no later, The **finalized** schedule **will** be posted by May 1st and thereafter shall not be changed unless by mutual **agreement** between the Company and the employee. A copy of the **finalized** vacation **schedule** shall be posted in the lunch room throughout the vacation period.

SECTION 10_ MANAGEMENT'S RIGHTS AND FUNCTIONS

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; to lay off, or assign **employees** working hours; to transfer; to promote; to demote; to **discipline**, suspend or discharge employees for proper **cause**, are to be the sole right and **function** of **the** Management .

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's rights shall not be **deemed** to exclude other functions not **specifically** set forth. The management, therefore retains all rights not otherwise specifically covered in this Agreement.

10.04

The **exercise** of the **foregoing** rights shall not alter any of the specific provisions of this Agreement.

SECTION 11 - HEALTH HAZARDS

11.01

The Union may discuss with the Company any working conditions which the Union believes are, in their opinion, detrimental to the health of the employees.

11.02

The Company agrees to maintain adequate heating in all its stores.

SECTION 12 NOTICE OF LAY OFF OR STORE CLOSING

12.01

The Company will give any full-time employee with six (6) months service one (1) week's notice of lay off or store closing.

SECTION 13 PAYMENT FOR MEETING ATTENDANCE

13.01

When the Company requires an employee to be present at a meeting called by the Company, time spent at such meeting will be considered as time worked. This provision shall not apply to dinner meetings, where attendance by an employee is voluntary.

SECTION 14 STRIKES AND LOCKOUTS

14.01

It is mutually agreed that there shall be no strikes, lockouts, stoppages of work or slowdowns during the life of this Agreement.

SECTION 15 UNION REPRESENTATIVES VISITS TO STORES

15.01

Duly authorized representatives of the Union shall be entitled to visit the store for the purpose of observing working conditions, interviewing members and unsigned employees, and to ensure that the terms of the Collective Agreement; are being implemented.

15.02

The interview of an employee by the Union representative **shall** be **permitted** after notifying the Store **Manager** and shall be:

1. **carried on** in a place in the store designated by Management;
2. held whenever possible during the lunch period. However, if this is not practical:
3. **during regular** working hours. Time taken for such interview **in excess of five (5) minutes** shall not be on **Company** time unless with the approval of management;
4. held at such times as will not interfere **with** service to the public. No interview **shall** be **held** on Friday, Saturday, or any day after **4:00 p.m.** or on the day preceding a statutory **holiday**, except in **cases** of employees who work only **Fridays, Saturdays,** or after **3:30 p.m.**

15.03

Union representatives shall 'be permitted to review the Hours of Work Schedule **and** in the event of any discrepancies, they shall be presented under **Section 25** of this *Agreement*,

15.04

Upon request, a copy **of the** relevant work schedule will be given **to the Shop Steward to** investigate and attempt to resolve potential problems with the scheduling of hours.

15.05

Upon request. the Steward will **be** given an **opportunity** to update the posted **schedule** from the Master **schedule**.

SECTION 16 - LEAVES OF ABSENCE

16.01

The Company agrees to allow time off work: without pay for one **(1) employee** within the bargaining unit to attend Union conventions or two **(2)** designated to attend **negotiations for** a period of not more than ten. **(10)** calendar days. The Union will give the Company **two (2)** weeks notice in regard to such requests to **attend convent** ions and negotiations;

The Union may request **up to nine (9) months leave** of absence without pay or benefits for one **(1) employee** to work in an **offi-**cial capacity for the Union. The Company may **grant** or deny this leave at its discretion. In the event it: is 'granted, the employee **will** continue **to** accrue bargaining unit seniority.

16.02

Leave of absence without **pay** for legitimate personal reasons **may, at the discretion of the management:**, be granted without loss of seniority. Application for such leave must be made in **writing** with a copy to the Company and a copy to the Union. The **Company's** reply will be made in **writing** to the employee concerned within twenty-one **(21)** days, of receipt of the request:.

16.03

A female employee with **twelve (12)** months of continuous service with the Company shall be granted a leave of absence without pay for pregnancy. During such leave of absence, wage! adjustments under the automatic progression schedule shall cease. She shall return to work not: **earlier** than six **(6)** weeks not later than **twelve (12) weeks** after the birth of the **child**. She shall be returned to the same classification she held prior to the leave of absence and **shall receive** any general wage increase granted during such. leave. The employee will be! required to notify the Company in writing as soon as possible regarding the pregnancy and will be required to give the Company at least two **(2)** weeks notice of her desire to return to work following such leave. **The Company** may require the employee to take a medical **examination** by a **dulyqualified** medical practitioner **designated** by the Company to **establish** that she is physically capable of performing such work, prior to her returning to work. In the event of a **miscarriage**, the leave of **absence** will terminate six **(6)** weeks from the date of the **miscarriage**; however, the employee will be allowed to return to work one **(1)** week **following the presentation** of a satisfactory **certificate** from her doctor. **Benef** its will not accumulate or **be paid** during the maternity leave of absence, but **benefits accumulated** prior to **the** leave shall be maintained. **Senior i ty** will accumulate during the **maternity leave** of absence.

In cases of **physical** complications, the employee may request an extension of her leave of absence up to but not: exceeding an **additional** **twelve (12)** weeks providing that such request is accompanied by a doctor's certificate, setting out the nature of the complications.

16.04

The requesting and granting leaves of absence shall be in **writing**. **The** Company's reply to requested leaves of absence will be in **writing**.

SECTION 17 SENIORITY

FULL-TIME

17.01

Seniority for full-time employees shall be defined as the length of continuous service with the Company as a full-time employee in the store.

17.02

Unless merit, fitness and ability of an employee is **greater** than other employees **regularly** working full-time involved, **length** of continuous service with **the** Company shall govern in cases of layoff, promotions, reduction to part-time employment and rehire.

17.03

Employees regularly working full-time, laid off or reduced to **part-time** shall be **recalled** to full-time first by seniority whenever a full-time position becomes available or is created, provided:

1. In **the** event. of layoff , no **more than** six **(6)** months have elapsed since the last **day** worked by the **employee**, and;
2. In **the** event of reduction to **part-time**, the employee reports for duty within twenty-four **(24)** hours from the time **of** recall, and;
3. the employee is capable of **performing** the work.

17.04

Employees regularly **working** full-time recalled within six **(6)** months of their **layoff** or reduction to part-time shall retain their **previous** length of service for the purpose **of** this Section.

17.05

The six **(6)** month and twenty-four **(24) hour deadlines** contained in **1)** and **2)** **above**, respectively, shall be **extended** if upon recall an employee is unable **to** report due to **illness** or accident. Any **extension** granted shall only be for the duration of the illness or **incapacity** from accident, and. the Company may require the employee to provide **writ** ten confirmation from a doctor of such illness or accident.

17.06

The **Company**, when reducing **hours of work** in a store, agrees they will not reduce the regular scheduled hours of a full-time **employee** for the purpose of **replacing** such hours with **part-time help**.

PART-TIME

17.07

1. **Seniority** for **part-time** employees, except Courtesy Baggers or Trainees, shall be defined as the **length** of service with the **Company** as a part-time **employee** since **his** most recent date of **continuous** employment in the store covered by this Agreement.

Part-time **employees** will only have seniority within the **part-time seniority** list in the store.

2. Seniority for Trainees shall be the length of service since their most recent date of continuous employment as a Trainee.

Trainees **will** only have seniority within the Trainee seniority list in the store.

3. Seniority **for** Courtesy Baggers shall be the length of service with the **Company** as a Courtesy Bagger since his most recent date of continuous employment.

Courtesy Baggers will only have seniority within the Courtesy Bagger seniority list in the store, **subject** to the same provisions as part-time employees in subsection **17.09**. Courtesy Baggers who are promoted into another classification will have a new seniority date, commencing from **the** date of their reclassification.

17.08

When scheduling or **calling** in part-time **employees**, unless fitness and ability are **greater** than other part-time employees involved in the store, preference of available hours of work shall be given to senior, part-time employees **within** the store, insofar as this is **consistent** with their **availability** and willingness to perform the work. **If** a senior, part-time employee refuses to work a shift scheduled by the **Company**, the **Company** may at its discretion, give the next employee *in* the line of seniority the available hours.

17.09

Regular, part-time employees who are desirous of becoming full-time employees shall inform **the Company** in writing with a copy to the Union. office. If a **vacancy** occurs in the **full-time** staff, the Company agrees to fill the vacancy in accordance with seniority and ability from **amongst** those employees who have indicated in **writing their** desire to become full-time; in such case, the employee will be on a trial period **for thirty (30)** calendar days and if **during** that time the **employee** does not meet the requirements of the Company, **the employee** will revert to his former position.

All applications must be made on the understanding that the employee will accept a work (assignment in any of **the Company's** stores, within the area covered by the **collective** agreement.

17.10

A part-time employee who has no working **hours** for a consecutive six **(6) month** period shall be dropped from the Company's **payroll** records.

GENERAL

17.11

Seniority of an employee shall be considered broken and all **rights** forfeited when an employee:

1. voluntarily leaves the service of the Company;
2. is discharged for proper **cause**;
3. fails to report **back** to work within fourteen **(14)** days of the time of being **recalled** after layoff, The fourteen **(14) calendar** days may be extended by mutual agreement between the **Company** and the employee or the Union, if the employee concerned **is** not able to return to **work** due to sickness or accident. Recall from layoff will be sent by registered **mail** to the **employee's** last known address. It is the employee's **responsibility** to keep the Company informed **of any** change of address:
4. is absent from work without written leave of absence **authorized** by the Company, or fails to return to work **on** the completion of an **authorized** leave **of** absence unless a **reason satisfactory** to management is given **by** the employee. Sickness or inability to communicate with the **Company** shall be considered a **satisfactory** reason.

17.12

In the event an employee's status changes from full-time to part-time, either at the direction of, or with the permission of the Company, his seniority **date** will be his length of continuous **ser-**vice with the Company.

17.13

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.

17.14

The **Company** agrees to provide the Union every six **(6)** months with:

1. a seniority list of full-time employees within the area covered by the collective bargaining agreement;
2. a seniority **list** of part-time employees on a store-by-store **basis**;
3. a **seniority** list of Trainee employees **on a store-by-store basis**;
4. a seniority list **of Meat** Trainee employees on a **store-by-store** basis;
5. a **seniority** list of Bakery Trainee **employees** on a **store-by-store** basis;
6. A **seniority** list of Courtesy Bagger employees on a **store-by-store** basis.

17.15

The **Company** will notify the Union in writing, once a month, of **the names** and dates of employees put on the full-time **seniority** list, on cards supplied by the Union **and** satisfactory to the **Company**, or **such other** system **as** mutually agreed.

SECTION 18 TECHNOLOGICAL CHANGES

18.01

The **Company** agrees to notify the Union at **least** three **(3)** months **in advance** of any technological, **change** that may result in the **displacement** of employees.

18.02

Any full-time employee with one (1) or more years of service, **displaced** due to technological changes, shall be trained for any new positions created by the technological change, or retrained for a position presently in existence within the **bargaining unit**; **provided they have sufficient seniority to displace a junior employee**. Said employee shall be given the eight (8) month rate in that **classification**. If the employee is successfully retrained within the similar period **given a new employee under Section 4.01** of this Agreement, the employee may then **exercise** his or her seniority rights over junior, full-time **employees** within that classification. If the **employee** is successfully retrained, within the period given, **then the employee will progress through, the acceleration period of the new classification**.

18.03

If said employee cannot satisfactorily be retrained in that position, he or she shall be afforded an opportunity based **on seniority** to work **part-time** in his or her **former classification**, if said **classification** is still in existence; otherwise, **he or she shall be terminated with severance pay, as below**.

18.04

If an employee refuses part-time employment, he or she shall be considered to have **terminated employment** with the Company. **Any regular full-time** employee with one (1) or more **years** service, whose employment is **terminated** by the Company under **this** provision shall receive one (1) week's **severance pay** for each year of continuous full-time service, up to a **maximum** of fifteen (15) weeks **pay**.

18.05

This clause does not apply to employees who accept other employment with the Company, outside the jurisdiction of **this Agreement**.

18.06

The **Company will attempt**, to the best of their ability, to find a job within **the bargaining unit** for full-time employees with less than one (1) year's **seniority**, and part-time employees. If it is not possible, said **employees will be terminated**.

SECTION 19 - MERGER OF BUSINESS

19.01

In the event **ownership** of the Company passes to another Company, the relevant sections of the Ontario Labour Relations Act **shall apply**.

19.02

The Company will notify the Union as far **in** advance as is possible **in** connection with **any** change of ownership or management of any of **their stores**,

SECTION 20 - SUPPLIERS' REPRESENTATIVES

20.01

Except prior to store **opening** and one **(1)** week thereafter, or during store **remodeling** to a maximum of one **(1)** week, suppliers' representatives, other than rack jobbers will not price! products in stores, stock *or* replenish merchandise other than to rotate or check code dating on shelf stock or provide advice.

SECTION 21 - DISPLACED EMPLOYEES - CLOSING OF DEPARTMENT

21.01

When a **full-time** employee with one **(1)** or more years service is **displaced** due to a department closing or a job **becoming** redundant and who has sufficient: seniority to displace a **junior** employee, the Company **agrees** to **give** training to said employee, for a position presently in **existence** with the bargaining unit. Said **employee** shall be given the eight: **(8)** month **rate** in that classification. If the employee is successfully retrained **within** the similar **period** given a new employee, under **Section 33.01** of this Agreement, the employee may then exercise his or her seniority rights over **junior, full-time employees** within the **classification**. If the **employee** is successfully retrained within the period given, then the employee will **progress** through the **acceleration** period of **the** new classification. If **said** employee cannot satisfactorily be! retrained in that position, he or she shall be **afforded an** opportunity, if such classification is still in **existence**; otherwise!, he or she shall be **terminated** with severance **pay as** below.

21.02

If an employee refuses part-time employment, he shall be **considered** to have terminated employment with the Company. Any regular, full--time **employee** with one (1) or more year's **service** whose employment is terminated by the Company under this provision, shall receive one (1) week's severance pay for each year of continuous full-time service, up to a maximum of fifteen (15) weeks pay. This clause **does not** apply to employees who accept other employment with the Company, outside the jurisdiction of this Agreement.

21.03

The! Company will! attempt, to the best of their ability, to find a job within the **bargaining unit for full-time employees** with less than one (1) year's **seniority**, and part-time employees. If it is not possible, said employees will be terminated.

SECTION 22 COURT 'S DECISION

22.01

In the event of any articles or **portions** of this Agreement being held improper or invalid by any Court of Law or Equity or Labour Relations **Board**, such **decision** shall not **invalidate** any other portions of this Agreement than those directly specified by such decision to be invalid, improper or otherwise unenforceable.

SECTION 23 HEALTH AND WELFARE

23.01

Health and other **Welfare** **benefits** shall be as contained in **Appendix "A"** of this *Agreement*.

SECTION 24 CASH SHORTAGES

24.01

No **employee** may be **required** to make up cash register shortages unless he or she 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.

SECTION 25 - ADJUSTMENT OF GRIEVANCES

25.01

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

25.02

Information

Where **the** Union requires information regarding accumulated hours of work for the **purpose** of establishing the **pay rate** of an **employee**, the **Company** **agrees** to co-operate to supply such information **back** to a period of two **(2)** years or such longer time as may be **required** to establish his or her proper rate of **pay**.

25.03

In **any** grievance regarding hours worked by an employee and the amount paid to an employee, the **Company** **shall** promptly supply such information in respect to the two **(2)** pay periods **immediately** prior to the request. If **information** for a longer period is **required**, the normal process of the grievance procedure shall apply.

25.04

The Union shall not use the foregoing provision. to request information that does not pertain to a specific grievance of an **employee**.

25.05

The **Shop** Steward or, in the absence of the Shop Steward, another employee in the bargaining unit, chosen by the employee from within **the** store, shall be present when a member of the bargaining unit is:

1. given a **reprimand** that is to be entered on the employee's file;
2. suspended; or

3. discharged.

The Shop Steward shall be given a copy of any discipline at the time of the meeting, If the Steward is not present, a copy will be sent to the Union off ice or faxed.

It is understood that the above provision will not apply to regular work performance reviews. It is further understood that regular work performance reviews will not be construed as discipline by the Company.

25.06

Any employee, the Union or the Company may present a grievance. Any grievance which is not presented within fifteen (15) working days following the event giving rise to such grievance or within ten (10) working days of the last day worked when relating to a discharge! grievance, shall be forfeited and waived by the aggrieved party.

25.07

All grievances shall be submitted in writing.

25.08

The procedure for {adjustment. of grievances and disputes by an employee shall. be as follows:

1. by a discussion between the employee and the Union representative, or the employee's immediate superior.
 - a. When an employee takes a grievance to the Union representative, Step One of the Grievance Procedure shall. be considered complied with, providing the Union representative files the grievance in writing with the Store Manager or hisdesignate. The Store Manager shall reply to the (grievance in writing within f live (5) calendar days, to the Union. After five (5) calendar days, the Union representative may proceed to Step Two.
 - b. If an employee takes a grievance to his immediate superior, and a satisfactory settlement has not been reached . within five (5) calendar days, then:

25.09

The Union representative or representatives may take the matter up with the Company official designated by the Company to handle Labour Relations matters. If the matter is not taken up within ten (10) calendar days of the date the Union received the written reply to the grievance in Step One, it will be deemed to have been abandoned and further recourse to the Grievance Procedure shall be forfeited.

25.10

If a satisfactory settlement cannot be reached, then upon request of either party, **within** fourteen (14) calendar days of **receiving** the final, written decision from either **party**, but not thereafter, the matter **may** then be referred to a Board of Arbitration selected as per Section 26.

25.11

Except in unusual circumstances, 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,

SECTION 26 - SELECTION OF A BOARD OF ARBITRATION

26.01

After one of the parties indicates they **are taking** the matter to Arbitration, each party to this Agreement will have fourteen (14) calendar days to appoint their **nominee**. If one of the parties **fails** to appoint his nominee within said fourteen (14) calendar days, it shall be **considered** that said **party** has waived the right to appoint their nominee, and the one appointed nominee will be entitled to proceed to select a **Chairman** for the Arbitration Board, and the Arbitration Board will be entitled to proceed.

26.02

When **both** nominees have been appointed, they shall have seven (7) calendar days to agree on a mutually acceptable Chairman. If **they** cannot agree, either party to this Agreement may request the Minister of Labour. for the Province of -Ontario **to appoint** a **Chairman**.

26.03

The parties may mutually agree that a single Arbitrator may be **appointed** in the place of a Board of Arbitration. In the event that **the** parties agree on a single Arbitrator, the Arbitrator **shall** have the same powers as a Board of Arbitration under **the** Agreement.

26.04

The **Board** of Arbitration shall receive and consider such material evidence and contentions as the parties may offer and shall make **such independent investigation** as it deems essential to a full **understanding** and determination of the issues involved, In reaching its decision, **the** Board of Arbitration shall be governed by the provisions of this Agreement, and shall render its decision as soon as **reasonably** possible.

26.05

In the event of termination, discharge or suspension of an **employee**, the Board of **Arbitration** shall have the right to sustain the Company's action or reinstate the **employee** with full, part or no back **pay**, with or without loss of seniority, or to settle the **matter** in any way it deems equitable.

26.06

The decision of the majority of the members of **the** Arbitration Board shall be the decision of the Arbitration Board; and if there is no majority **decision**, the decision of the Chairman shall be the decision of **the** Arbitration Board.

The decision of the Board of Arbitration shall be final and binding upon all parties concerned.

26.07

The Board, of **Arbitration** shall not be vested with the **power** to change, modify or **alter** any of the terms of this **Agreement**, except as indicated in Section 26.05 above. **All grievances submitted** shall **present** an **arbitrable** issue under **this** Agreement and shall not **depend** on or **involve** an issue or contention by either party 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.

26.08

It is the intention of the parties that this **article** shall provide a peaceful **method** of **adjusting all grievances**, so that there shall be no suspension or interruption of normal operation, as a result of any grievance. **The parties shall** act in good faith in **accordance** with **the** provisions of Section 25 of this Agreement.

26.09

The expense and fee of the Chairman of the **Arbitration Board** shall be borne **equally** by the parties to the Arbitration proceedings; the fee and expenses of the **Union** nominee shall be borne by the Union, and the fee and expenses of the Company's **nominee** shall be borne by the Company.

SECTION 27. BULLETIN BOARDS AND SHOP STEWARD!

27.01

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 that store, provided such notice shall first receive the approval of management .

27.02

The Company agrees to make space available on the Bulletin Board to the Union for a card indicating the name of the Shop Steward of this store. The size and said card to be by mutual agreement between the **Company** and the Union.

27.03

The Company agrees to **allow** Shop Stewards, designated, by the Union, to wear their **Shop Steward badge** while on duty, providing the size of **the** badge is acceptable to the Company, except in Bakery or Meat **Departments**.

SECTION 28 DECALS OR SHOP CARDS

28.01

The Company agrees that during the term of this Agreement, it will continue **it's** present policy of permitting **the** Union to supply and **install** its **store cards** or **decals**, one for each of the stores covered by this Agreement, provided however that: such decal or card **shall** first be approved by **management** and be **located** as directed by the Store Manager. Such decal or card shall be displayed in a **prominent** position.

SECTION 29. SMOCKS AND APRONS

29,101

The Company agrees that during **the** term of this Agreement, it will **maintain** its present policy of **lending** and laundering **smocks** and **aprons** to employees who are required to wear same, or such other arrangements as may be mutually agreed to between **the employee** and the Company. All parties must mutually agree prior to any **change** being made in the present practice.

SECTION 30 JURY DUTY

30.01

Full-time and part-time employees who have averaged twenty-four (24) hours or more in the four (4) weeks preceding and who are summoned to Jury Duty 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. 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, or if Jury Duty occurs on the employee's scheduled day off.

Employees required to appear in court as a witness on behalf of the Company will be paid wages amounting to the difference between the amount paid to them for witness fees and the amount they would have earned on such days had they been scheduled to work on those days.

SECTION 31 BEREAVEMENT PAY

31.01

Full-time and part-time employees averaging twenty-four (24) hours or more per week in the four (4) weeks preceding the bereavement, may be granted time off from work, with pay, to a maximum of three (3) consecutive scheduled work days, in the event of death in the immediate family. The length of such time off work 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 or father-in-law, sister-in-law, brother-in-law, grandchildren and grandparents.

31.02

Part-time employees averaging less than twenty-four (24) hours per week in the four (4) weeks preceding the bereavement may be granted the necessary time off up to one (1) day without loss of pay to attend the funeral in the event of death in the immediate family as defined above.

31.03

In those instances that additional leave of absence is required to travel to attend the funeral or to conclude estate matters, the employee shall request such leave from Store Management. Any additional leave the Company may grant shall be without pay or benefits otherwise entitled under the Collective Agreement.

SECTION 32 - PHYSICAL EXAMINATIONS

32.01

Where the Company requires an employee to take a physical examination, **doctor's** fees for the examination shall be paid by the Company, The time taken off the **job** shall also be paid at the employee's regular hourly rate.

SECTION 33 - PROBATIONARY PERIOD

33.01

New employees **shall** be on **probation for 200** hours worked or four (4) months, whichever is first. Probationary **employees** may be discharged at the discretion of the Company within the above time limits and said employees shall have no recourse to the grievance and **arbitration** sections of this Agreement.

SECTION 34 - EMPLOYEE/UNION CO-OPERATION

34.01

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**.

34.02

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.

34.03

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

34.04

The Company *agrees* that it will not discriminate against any **employee for** reporting to the Union of a violation of any provisions of the Agreement or performing services on a Union Committee outside **of** working hours nor shall the Union **intimidate or** discriminate against any employee who does not wish to participate in any of the Union's activities.

34.05

The Union and the Company agree to co-operate in establishing and **maintaining** a Safety Committee at the Store. The Company **recognizes** the Union's right to appoint a maximum of two **(2)** employees to the Committee.

SECTION 35 - TRAINING AND EDUCATION FUND

:35.01

The Company agrees to contribute three **(\$.03)** cents (four **(\$.04)** cents **effective** December **31, 1995**) per hour into the **Northwest Ontario Commercial Workers Training and Education Fund**. The hours for which the Company will contribute will be the **same** as contributed for the **Dental Plan** under **A-2** and shall be remitted in the same manner.

SECTION 36 - EXPIRATION AND RENEWAL

36.01

This Agreement shall be effective from July **4, 1994**, and shall **remain** in effect until February **4, 1996**, and thereafter from year to **year**, but either party **may**, not less than thirty **(30) days** or **more than ninety (90) days before the expiry date** or the **anniversary** of such **expiry date** from year to **year** thereafter, give **notice** in writing to the other party of a desire to terminate such **Agreement** or to negotiate a revision **thereof**.


36.02

When the required notice for termination or revision is given by either party, negotiations in connection with same will be started promptly and expeditiously conducted, so that if it is reasonably possible, same may be mutually and satisfactorily concluded within the notification period.

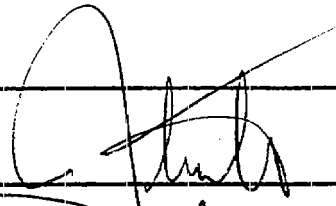
IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT.

SIGNED THIS 4th DAY OF April, 1995.

FOR THE UNION:



FOR THE COMPANY:



APPENDIX "A"

The Company agrees, during the term of **this** Collective Agreement, to **make available** the following benefits to eligible employees regularly working **full-time** and to other non **full-time employees**, as indicated below, or as decided upon in either a Dental Trust Agreement or Pension Trust Agreement.

A-1

GROUP INSURANCE BENEFITS

A-1.01

The Company agrees to pay the premiums for the Group Insurance **Benefits** for eligible **employees**.

Effective for new **originating** disabilities commencing on or after January 1, 1995, the weekly indemnity benefit will be seventy (70%) percent of an eligible **employee's** regular weekly wage rate.

A-1.02

1. Full-time **employees** shall accumulate **credits** at the rate of one-half (1/2) of one-fifth (1/5th) of the basic work week for each **full** month of **employment**, up to a maximum of **twenty (20)** days. Credits shall accumulate **only** on full-time **employment**, following the completion of a three (3) month **full-time** employment eligibility period.
2. **Part-time employees** shall commence to accumulate sick leave **credits** on the basis of **one-half (1/2)** of one-fifth, (1/5th) of the basic work week for each four (4) week **reporting** period that they work in excess of one hundred and **twenty-eight (128)** hours:
3. The four (4) week reporting period shall be the same four (4) week reporting periods that are used in determining their eligibility for dental benefits under the Northwest Ontario Commercial Workers Dental **Plan**.
4. After working thirteen (13) consecutive weeks in excess of thirty-two (32) hours, the part-time employees shall be eligible to commence **accumulation** at the commencement of the next reporting period.

5. All paid time off, such as statutory holidays, sick pay from accumulated sick leave credits and time off taken as vacations (for which they have **already** received vacation pay) shall be counted for the purpose of determining hours worked in that reporting period.

In order for a **part-time** employee to receive credit under the clause for vacation absences the employee **must** give, in writing, to the Store Manager a letter indicating the weeks of vacation he intends to take and request for the credit to be granted.

6. **Part-time** employees shall **accumulate** credits at: the rate of one-half (1/2) of one-fifth (1/5th) of the basic work week for each reporting period that they work in excess of one hundred and twenty-eight (128) hours up to a maximum of forty-eight (48) hours per year and a total maximum of one hundred and sixty (160) hours, following the completion of the **thirteen (13)** week eligibility period.
7. In determining the **number** of hours to be **credited** as paid time off taken in respect to vacations mentioned above, the number of hours shall be determined by averaging the hours worked in the three (3) preceding reporting periods **immediately** prior to the reporting periods in which the employee takes the time off for vacation.
8. Sick leave **pay** shall be applied only to absences on the employee's regularly scheduled work days and shall not be **applied** to any days for which the employee is receiving Weekly **Indemnity benefits**.

A-1.03

The Company may require the employee to **provide** a doctor's **certificate**, verifying any absence due to disability.

An **employee** will not be prevented from returning to work from an absence of three (3) days or less because he has **not** yet obtained a required **doctor's** certificate.

A-1.04

1. The Company shall **apply** any accumulated sick leave to absences **due** to sickness not covered by insured Weekly **Indemnity Benefits** (or similar benefits) and may supplement **Weekly Indemnity Benefits** (or similar benefits) with unused Sick Leave **Credits** in an amount equal to but not to exceed the employee's normal earnings.

2. Employees who have not yet qualified to be covered by the Company Group **Insurance** Benefits or who were not entitled to **be qualified** for said. plan prior to July 9, 1990 and who subsequently **qualified** as **indicated** above, and who restrict their **availability**, and as **consequence** average less than thirty-two (32) **hours** during any thirteen (13) week period, shall be disqualified. from the Company Group **Insurance Plan**.
3. The Company may supplement for full-time employees only, weekly **indemnity** benefits with unused sick leave credits to a maximum of the employees **normal earnings**.

A-1.05

In order to **qualify** for sick **pay**, employees must notify the Store Manager, or in his absence, the next **highest** ranking employee **available**, prior to the starting time or as soon as possible on the first day of absence, Said employee shall also inform the Company, as indicated above, of the **estimated** length of **illness** and must notify the Company **when** ready to return to work. Upon request, the **employee** will inform the Company where he **may** be contacted relative to his **illness**.

The Company agrees to give employees the telephone number and to inform them of any changes.

A-1.06

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 claim, upon request by the employee, an advance payment will be paid to the **employee**. In such cases, the employee agrees to **reimburse** the **Company** when **the** Weekly **Indemnity** payment is received,,

A-1.07

Employees, if found **abusing** the privilege, shall be **disciplined** by the Company. In such cases, the **Company may** discontinue or reduce the benefit of the employee **orterminate** the employee.

NORTHWEST ONTARIO COMMERCIAL WORKERS DENTAL PLAN

A-2.01

The Company agrees to make a, dental contribution to the "Northwest Ontario Commercial Workers Dental Plan of twenty **(\$.20) cents per** hour, maximum not to exceed seven dollars and forty **(\$7.40) cents per week**, for each straight time **hour** of actual work, sick pay, (not including Weekly Indemnity) vacations, and Statutory Holidays to the maximum of the basic work week, in respect to all employees in the bargaining unit. (Twenty-one **(\$.21) cents** per hour effective August 14, 1994, maximum not to exceed seven dollars and seventy-seven **(\$7.77) cents per week**; twenty-two **(\$.22) cents** per hour effective December 31, 1995, maximum not to exceed **eight** dollars and fourteen **(\$8.14) cents per week**).

A-2.02

Such contributions will be forwarded to the Trust within **twenty-one (21) days** following the Company's four **(4)** or five **(5)** week accounting period.

A-2.03

The Plan will be **controlled** by a Board of Trustees, made up of an equal number of representatives of each **side**, to a maximum of four **(4)** on each side.

A-2.04

The **Trustees** shall appoint a Chairman **from** the Trustees, **on a yearly**, rotating basis, and the Secretary shall be appointed from the **opposite side**,. **These** positions are to be **rotated from year to year from** each party.

A-2.05

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 Northwest Ontario Commercial Workers Dental **Plan** and the Company's contribution in respect to the cost of these benefits **shall** cease. It is **further** understood, should a Government Plan create duplicate benefits, then these **benefits** shall be deleted from the Northwest **Ontario** Commercial Workers Dental Plan and the Company's contribution in respect to the cost of these benefits **shall** cease.

A-2.06

A maximum coverage payment of claims of the Northwest. Ontario **Commercial** Workers Dental Plan shall be as **determined** from time to time by the Board of Trustees.

A-3

CANADIAN COMMERCIAL WORKERS, INDUSTRY PENSION PLAN

A-3.01

The Company **agrees** to contribute to the "Canadian Commercial Workers Industry Pension Plan", the sum of forty-seven (**47¢**) cents **per** hour for **future service** credit (forty-nine (**\$.49**) cents per hour effective January 2, 1994; fifty-two (**\$.52**) cents per hour **effective January 1, 1995**), for **all** regular hours paid, sick pay (not including **Weekly** Indemnity), **full-time** employees vacation as entitled. under subsection **9.03**, and Statutory **Holidays** for **all employees** in the bargaining unit and for **all probationary** employees to a **maximum of** the basic **work week** as indicated in Article **4.02**.

A-3.02

Contributions, along **with** a list of employees for whom they have been made, the amount of the weekly contribution **for each employee** and the number of hours worked **or paid** according to the above **3.01** shall be **forwarded** by the Company within twenty-one (**21**) days after the close of the Company's four (**4**) or **five (5)** week accounting period. The Company agrees to pay interest: at a rate established by the Trustees on all **contributions** not **remitted** as stipulated above.

A-3.03

The **Company** and the Union **agree** to abide by the terms of the **Master** Agreement concerning **the** Canadian **Commercial** Workers Industry Pension Plan.

A-4

PRESCRIPTION DRUGS

A-4.01

The **Company** agrees to pay the twenty-five (**\$25.00**) dollars deductible for **eligible** employees claiming **prescription** drugs under the Company Group Insurance benefits.

LONG-TERM DISABILITY BENEFIT
(Effective January 2, 1984)

A-5.01

After three (3) months full-time employment, full-time employees shall become **eligible** for Long-Term Disability benefits in accordance with the terms of the **Company's** Plan.

A-5.02

Subject to the terms of the Plan, a qualifying employee's maximum benefit shall be sixty (60%) percent of his base weekly earnings at date of **disability** to a monthly maximum of one thousand (\$1,000) dollars (**less** income from other sources).

(One thousand five hundred (\$1,500) dollars effective July 4, 1994 for all new disabilities originating after July 4, 1994).

A-5.03

No **other** benefits of this Collective Agreement will be paid to an **employee** who **is** on Long-Term Disability. After thirty (30) months disability, the employee's service will be automatically terminated.

A-5.04

Notwithstanding the above, **all** matters of the Plan including the determination of an employee as disabled, will **be** determined by the Insurance Carrier,,

APPENDIX "B"

WAGES

<u>SERVICE CLERK *</u>	JULY 4/94
0 - 1 months (0-660 hours)	\$ 6.80
4 - 8 months (661-1320 hours)	8.76
8 - 12 months (1321-1980 hours)	10.33
12 - 14 months (1981-2310 hours)	11.85
Over 14 months (over 2310 hours)	16.62

<u>FOOD CLERK *</u>	
0 - 4 months (0-660 hours)	7.05
4 - 8 months (661-1320 hours)	9.07
8 - 12 months (1321-1980 hours)	10.57
12 - 16 months (1981-2640 hours)	12.25
Over 16 months (over 2640 hours)	16.62

* For Employees Hired Prior to July 29, 1990

MEAT CUTTER

JULY 4/94

0 - 3 months (0-660 hours)	\$ 8.10
4 - 8 months (661-1320 hours)	9.30
8 - 12 months (1321-1980 hours)	10.32
12 - 16 months (1981-2640 hours)	11.34
16 - 20 months (2641-3300 hours)	12.35
20 - 24 months (3301-3960 hours)	13.36
24 - 27 months (3961-4455 hours)	14.36
Over 27 months (over 4455 hours)	17.99

HEAD CASHIER

(As designated by Management:)

0 - 3 months (0-495 hours)	13.99
Over 3 months (over 495 hours)	16.62

**PRODUCE MANAGER/
2ND ASSISTANT MANAGER**

0 - 3 months (0-495 hours)	15.00
Over 3 months (over 495 hours)	17.74

JULY 4/94

JOURNEYMAN BAKER

\$17.99

BAKERY OPERATOR

17.58

ICE DECORATOR

0 - 4 months
(0-660 hours)

8.10

4 - 8 months
(661-1320 hours)

9.86

8 - 12 months
(1321-1980 hours)

11.27

12 - 14 months
(1981-2310 hours)

12.65

Over 14 months
(over 2310 hours)

16.74

DELI HOST/
HOSTESS

0 - 3 months
(0-495 hours)

13.40

3 - 6 months
(495-990 hours)

14.81

Over 6 months
(over 990 hours)

17.12

BAKERY PRODUCTION

JULY 4/94

0 - 3 months (0-495 hours)	\$ 8.10
3 - 6 months (496-990 hours)	9.30
6 - 9 months (991-1485 hours)	10.14
9 - 12 months (1486-1980 hours)	11.08
12 - 15 months (1981-2475 hours)	11.98
15 - 18 months (2476-2970 hours)	12.88
Over 18 months (over 2970 hours)	16.56

COURTESY BAGGERS

0 - 640 hours	6.00
641 - 1280 hours	7.00
Over - 1280 hours	8.00

FOR EMPLOYEES HIRED INTO THESE CLASSIFICATIONS EFFECTIVE JULY 29, 1990

SALES/
SERVICE CLERK

JULY 4/94

Start	\$ 7.59
501 - 1000 hours	8.84
1001 - 1500 hours	10.09
1501 - 2000 hours	11.34
2001 - 2500 hours	12.60
2501 - 3000 hours	13.85
3001 - 3500 hours	15.10
Over 3500 hours	16.35

FLORAL/VARIETY/PHARMACY
TECHNICIAN/REFRESHMENT
CENTER/STORE RECORDS CLERK

Start	\$ 7.59
501 - 1000 hours	8.88
1001 - 1500 hours	10.18
1501 - 2000 hours	11.47
2001 - 2500 hours	12.76
2501 - 3000 hours	14.06
3001 - 3500 hours	14.70
Over 3500 hours	15.35

COURTESY BAGGERS

1. No part-time employee other than Baggers can apply for hours to be worked in the **Courtesy Bagger** classification.
2. The primary duties of the Courtesy Bagger shall be bagging, **carrying** out groceries, handling of baskarts, parcel pick-up, product returns" bottle returns, bottle sorting, getting change, replenishing the supply of bags, and price checks.

The secondary duties of **the** Courtesy Bagger may **include** clean up of product spills and breakages, sweep **or** damp mop or clean up lunch rooms and washrooms and the front store floor area, collecting garbage in service area of the store and cleaning **parking** lot.

Courtesy Baggers may be used to provide customer services outside of the store, such as carry-lout duties from a senior citizen bus to a **home**.

3. The **Courtesy Bagger** classification will apply only to new **employees hired after ratification**.
4. No existing employee will be laid off or reduced to **part-time** as a result of the introduction of Courtesy Baggers,
5. Any **grocery** clerk who is totally available five **(5)** days per **week** (one of which **shall** be Saturday), must: be scheduled at least eight **(8) hours** per week in ^{weeks} **that** Courtesy Baggers **are working** .
6. In the event **Courtesy Baggers** perform tasks not contemplated in **(2)** above, the senior available part-time **employee** will receive pay for the **full** Courtesy Bagger shift.
7. Section **17.02** does not apply to Courtesy Baggers. The! Company agrees to give consideration to the employees in the **Courtesy Bagger classification** before hiring new **employees** into the Sales/Service Clerk **classification**. A **Courtesy Bagger** who **may** be considered for a **position** of Sales/Service Clerk may be placed on an assessment period. The assessment period shall be a maximum of two hundred, hours **worked** or **4 months** whichever is shorter. An **employee** who is successful in being hired into **the** new classification **will** go to the next higher **rate** of pay *in* the new classification.

8. A Courtesy Bagger will not be **scheduled** or **called** in to work more than:
 - a. Twenty-four (**24**) hours **per** week from the week following the **week** of Labour Day holiday to the week prior to **Victoria** Day holiday.
 - b. Twenty-eight (**28**) hours per week from the week prior to **Victoria** Day **holiday** to the week of the September Labour Day holiday, inclusive.

Price Checkers

Effective August 15, 1988 Price Checkers will be covered under the collective agreement and be compensated in accordance with the Service Clerk wage scale. Appointment to the Price Checker position will be made at the discretion of the Company.

Wage Improvement

Full-time employees actively employed on July 3, 1994 will receive a lump sum payment of \$500.00 to be paid within two full pay periods of receiving notification of ratification.

Part-time employees actively employed on July 3, 1994 who have average weekly hours (based on 1993 totals divided by 52) as follows:

32 hours per week and more	-	\$350.00
24 - 31 hours per week		300.00
16 - 23 hours per week		250.00
8 - 15 hours per week		150.00
1 - 7 hours per week		50.00
(plus courtesy baggers on the payroll in 1993)		

Such payment to be paid at the same time as full-time above.

APPENDIX "C"

BAKERY PRODUCTION DEPARTMENT ONLY

This Agreement shall apply to the In-Store Bakery Production Department employees, except as follows :

C-1.01

Production Work Definition

Production work shall be defined as **any** work performed in the processing of **raw** products.

C-1.02

Wages

The **length** of previous comparable experience in the Bakery **Industry** shall be credited to a maximum of **2,000** hours to new employees for **the purpose** of determining their **proper** wage scale.

APPENDIX "D"

VOLUNTARY EMPLOYEE BUYOUT, WORKFORCE RESTRUCTURING

1. The intent of this program is to allow the **Employer to reorganize and restructure** the existing workforce and yet to give an **opportunity to regular part-time** eligible employees to increase their hours of work in the stores, and protect the existing hours of regular part-time employees.
2. Maximum twenty (20%) percent of hours in each store training hours

A maximum of **20%** of all hours worked in the bargaining unit per week in the store shall **be** designated to be worked by Trainee **employees** in the two classifications listed below.

In the event that the 20% of training hours is not obtained through the buyout mentioned below, then **the** hours obtained by **employees** terminating their employment, whether full-time or **regular part-time, will be used for training hours until the 20% maximum is reached.** (During the period from May 15th to September 15th only full-time terminations will be **considered** as attrition).

The two classifications referred to **above** shall be:

Hours	Trainee	Meat & Bakery Production Trainee
0 - 500	\$ 7.00	\$ 8.00
501 - 1000	7.40	8.40
1001 - 1500	7.80	8.80
1501 - 2000	8.20	9.20
2001 - 2500	8.60	9.60
2501 - 3000	9.00	10.00
3001 - 3500	9.40	10.40
3501 - 4000	9.80	10.80
4001 - 4500	10.20	11.20
4501 - 5000	10.60	11.60
Over 5000	11.00	12.00

3. The other **80%** of hours worked at each store

The other **80%** of hours worked (or more if the buyout does not produce **20%** training hours) in the stores shall be given to **full-time employees and regular part-time employees who are not in the Trainee classification under a procedure for promotion.** to regular part-time employees, **as indicated below in #16.**

4. Reaching 20% of hours in each store
and scheduling groupthrough buyout program

The Company shall offer eligible employees a buyout program as per attached Appendix "D"-28. The purpose of this buyout program is to obtain hours of work from current full-time or **regular** part-time employees which shall be **utilized** to reach the **20%** training hours **objective**.

5. Buyout Hours Obtained - Definition

The buyout hours obtained will produce **1924** hours from each **full-time** employee. The regular **part-time** hours bought will be determined **by** averaging the regular part-time hours per week paid, based **on** the **52** week period (ending the month before **the** effective date of the buyout .

Full weeks missed by regular part-time employees because of weekly indemnity, **L.T.D., W.C.B.**, maternity, parental, union. and other verifiable disability leaves will be excluded in order to calculate the average regular part-time bought hours **over 52** weeks of all regular part-time employees.

6. Eligible Employees

Eligible employees shall be full-time and regular part--time employees whose hourly rate of pay on the week before the effective-date of the **buyout** is or exceeds **\$10.00** per hour and who **have** had a **minimum** of **74** hours paid (except as indicated in 8 **b)** below) during the **52** weeks prior to the buyout, as indicated above.

7. Buyout Limitations

Meat and Bakery Production (Defined as **Meat** = Meat Cutters; Bakery Production = Journeymen Bakers, **Doughmen/Ovenhand**, Bakery Operators, Benchhands, **Ice** Decorator) will be limited to a maximum of **25%** of the total number of employees in each production **department**.

8. Final Allocation of Employees to Receive Buyout

a. The buyout will be given to full-time, then regular part-time employees, by seniority, **subject** to the above limitations as indicated *in* 7 above and also covering employees as indicated below *in* **b)**, and said **buyout** will be **limited** to **25 employees** per bargaining **unit** .

In the event the number of eligible employees do **not** exercise their buyout option, at the Joint **Labour** Management Committee's **discretion**, the number of options remaining **in** one bargaining unit may be **transferred** to another bargaining unit.

b. Persons not eligible under the **74** hour rule.

An employee who is not: actively at work on the date of the voluntary buyout who has **less** than **74** hours paid in the last **52** weeks will. be offered the buyout if:

- 1) he or she returns to work and resumes his or her normal duties within a period of three **(3)** months from the announcement of the voluntary buyout, and,
- 2) he or she competently performs his or her normal duties for a minimum of six **(6)** months from the date of return;
- 3) he or she must have been eligible to receive the buyout had he or she been actively at work,

Upon completion of the six **(6)** month period of work, the employee **would** be eligible to apply for a voluntary buyout, The buyout would **be** based on the average of hours paid during the six **(6)** month **period**, divided by the weeks the employee **worked**.

9. Timing

Employees will have **30** days to **make** application for the buyout from the date of sending or distributing the offer, in writing, from the Company, **the** amount of their buyout and **average** hours **used** to determine same. The Union shall also receive a printout of said information,, **by** alphabetical order, for verification. The **Company** will have a maximum of **30** calendar days to reply to the employee and indicate to them whether or not their application for buyout has been accepted. After the **employee's application** has **been** accepted, the employee's termination **date shall** be no later than **60** days thereafter as determined by **the Company**.

10. Acceptance and Return

Employees who choose to accept the buyout and choose to return to **work** as a new Trainee at the start of the new scales will have to indicate their choice at the time they request the buyout. **Said** employee will **be** rehired as a **new** Trainee on the same day that they terminate **their** regular employment. They will progress on the **scale** with a **new seniority** date and **will be deemed** senior to new hires in a department **in a** store. Seniority dates for **returnees** shall start one day **earlier** than new hires,. Each returnee will be allocated a separate seniority date one day apart **based on his** previous service with the **Company**.

11. Payout

The **payout**, according to Appendix "D"-28, can be taken **by** each **employee**, with **income** tax withholding, or transferred into an **RSP**, subject to government regulations, or any **other method** suggested by the **employee** and acceptable to the Company.

12. Scheduling of Bought Hours

The Company will schedule 85% of the bought hours for training hours, to a maximum of 20% of the hours as defined in 2) and 4) above. The other 15% are hours available to regular part-time employees for those available and willing to do the work, .

13.

**Maximizing Hours for Regular Part-time Employees
in the 80% which are not Training Hours**

Once the Company has, through the buyout and/or attrition achieved the goal of 20% trainee hours in the store, any hours that become available because of the termination of a full-time or part-time employee, shall be available to regular part-time employees by seniority in their classification and department in the store to increase their weekly hours providing they are available to work those hours and are competent to do the normal requirements of the job.

When new hours become available due to reasons above, the Company agrees to co-operate with the Union in reviewing new schedules to maximize hours, providing the new schedules result in no additional hours to the Company and provide the same coverage in a department in a store. If, after these tests have been met, changes to the schedule can be accommodated then the Company will implement it. This will not involve the creation of full-time jobs under 4.01.

14.

**Maximizing Hours of Regular Part-time Employees
By Working Training Hours in Their Grouping as per #15)**

Regular part-time employees in the 80% hours store pool, shall be given an opportunity to maximize their weekly hours of work in addition to their weekly regular hours by working training hours in addition (in the training hours location grouping that they presently belong as indicated in 15) below). Such training hours will be at the \$7.00 per hour level for Trainee and \$8.00 per hour level for Meat and Bakery Trainee, up to a maximum of 37 hours per week when combining their regular hours with their training hours. After one week's notice in writing, said employees shall work the additional training hours for not less than one calendar month, without changing their selection. For the purposes of this section, calendar month shall mean the month beginning the first Sunday and ends on the Saturday that follows the last Sunday in the month.

The hours worked in their regular classification must take precedence over training hours.

It is understood that when a regular part-time employee obtains training hours, those training hours shall not be added to their regular hours. for the purpose of obtaining benefits that could only have been acquired if they had. reached a certain level of hours in their original regular part-time classification, except: pension and dental benefits, Therefore, a regular part-time employee, if they have not reached top rate, can accumulate separately and not combined, hours in their regular classification and separate hours in the training hours scale, separate and independent from each other. This will not involve the creation of full-time jobs and, 4.01 is not applicable.

15. Training Hours Allocations

Training hours will be allocated only in the following groups:

Front End - Cashier, File Maintenance, Customer Service, Cash Office
Grocery - Clerk, Records Clerk, Bulk
Variety - Clerk, Pharmacy Tech
Post Office Clerk
Produce - Clerk, Floral
Meat - Cutter, Production
Meat Sales - Wrapper,, Seafood
Deli - Clerk
Bakery Production - All Production
Bakery Sales

Note: If an employee who accepted the buyout worked in two departments, the total training hours will be allocated to only the home department .

It is understood and agreed that training hours available can only exist: if employees in one of the above groupings take the buyout, or by attrition. (For example, if no one in the Grocery Department, which will include Clerks and Record Clerks, in a store avail themselves of the buyout, the Grocery Department therefore will have no training hours available or trainees performing the work and the work will continue to be performed by either full-time or regular part-time employees) ,

16. Trainee Promoted to Regular Part-time Employee

A Trainee employee appointed to regular part-time will be given the next higher rate in the part-time scale and be credited with the number of hours required to maintain that rate,, The employee would be given a new seniority date equal to the date of the appointment.

No Trainee shall be promoted to regular part--time, and no employee shall. be hired as regular part-time from outside the bargaining unit, unless :

- a. All the regular part-time **employees** have had an **opportunity** to exercise their seniority to maximise any increase in their **weekly** hours of work in the **80%** hours grouping in their **classification**, in their department, providing they are available and according to **#14** above.
- b. After all said **regular** part-time employees who are **available** to work have exercised their seniority **for that purpose**, if any regular part-time hours vacated are available,, then the most senior training employee **who** has the ability to perform the normal **functions** of the job will be promoted to a regular **part-time** employee.
- c. This clause is not intended. to prevent **the** Company from hiring and training **part-time** employees to **augment** existing staff in **preparation** for anticipated. **summer** sales volume increases.

17. Training Hours Worked

Employees hired as Trainee **shall** not work more than **24** hours per week (**28** hours per week from the week prior to **Victoria** Day to the week of Labour Day, inclusive).

18. Courtesy Baggers Promoted to Trainee or Meat Cutter/Bakery Trainee

In the hiring of **Trainee** employees, the Company would consider employees in the Courtesy Bagger classification before hiring new **employees**. Such **consideration will** be on the basis of skill, ability, attitude and seniority. A Courtesy Bagger **employee** appointed to Trainee would have a new seniority date equal to the date of the **appointment**. He will be given the next higher wage rate **in** the new Trainee scale and will **be** credited with the number of the **hours required** to maintain **that** rate.

19. Current Regular Part-time Employees No Loss of Hours

Current **regular part-time** employees **will** not lose any regular hours **normally** worked as a result of the **implementation** of this program (i.e. **Voluntary Employee Buyout**; , Workforce **Restructuring**).

20. Benefits and Rights to Employees Promoted from Trainees to Regular Part-time as Indicated in #16 Above

Trainees who have been promoted to regular **part-time** as indicated in **#16** above, shall **have** the same rights and benefits under the **collective bargaining agreement** as regular part-time employees,,

21. If 20% Training Hours Exceeded

If the Company worked more than 20% of the hours at the training rate, in a four (4) week period, then a correction to account for the over scheduling will take place in the next four (4) week period in the amount equal to the hours overworked, monitored by store JLM Committee. The Company will endeavour in most cases to correct any overage in the second week following the event.

22. Definition of Regular Part-time

Regular part-time are employees who belong or are part of the 80% store pool hours.

23. Joint Labour/Management Committees

A Joint Labour/Management Committee composed of a maximum of two Company representatives and two Union representatives referred to as the Main Committee shall oversee the implementation of this Appendix "D" and endeavour to resolve any and all problems or issues arising out of the implementation of this program. In addition, a Joint Labour/Management Committee shall be appointed in each store composed of a maximum of two employees appointed by the Company who similarly shall attempt to resolve any and all issues dealing with these problems or issues. It is understood that the store level committees can be overruled by the Main Committee.

The Company agrees that the store JLM Committee shall meet every week during the buyout and as required thereafter. Members in the bargaining unit on the JLM Committee shall be paid for all hours on said Committee at the applicable rate if the JLM Committee meets outside of the members of the Committee's working hours. The parties will endeavour to ensure that Committee members are available to meet: during working hours. The parties agree that the JLM will normally meet on Thursday morning.

The Company agrees for the implementation of this employee buyout and workforce restructuring, to provide the Committee and its members with full disclosure and all information required to carry its mandate.

The Company agrees to include the number of hours worked as a regular employee and the number of trainee hours worked for each week,

24. It is agreed this document will be effective upon ratification.

25. The Company agrees that no management employee outside the bargaining unit will pressure in any way any employees to take the buyout. The buyout is a voluntary decision of each and every employee.

26. The Company and the Union agree that all parties involved in implementing this Appendix "D" shall act in good faith and put their best effort to ensure that the goals and opportunities of the program are met.

27. The Main JLM Committee and certain Negotiating Committee members to meet with Store Managers and Shop Stewards to fully explain all aspects of this program before implementation.
28. (See (attached.)

COMPANY BUYOUT SCHEDULE

52 Week Average Hours

HOURLY RATE	1.40-4.99	5-9.99	10-14.99	15-19.99	20-23.99	24-27.99	28-31.99	32-34.99	35 & OVER FULL TIME
\$17.00+	\$4,000	\$5,000	\$6,000	\$9,000	\$11,000	\$16,000	\$20,000	\$23,000	\$25,000
16.00-16.99	\$2,000	\$3,000	\$5,000	\$8,000	\$10,000	\$14,000	\$18,000	\$21,000	\$24,000
15.00-15.99	\$1,000	\$2,000	\$3,000	\$4,000	\$7,000	\$11,000	\$15,000	\$18,000	\$20,000
14.00-14.99	\$750.	\$1,000	\$2,000	\$3,000	\$5,000	\$7,000	\$11,000	\$14,000	\$16,000
12.00-13.99	\$500	\$1,000	\$1,500	\$2,000	\$3,000	\$4,000	\$7,000	\$10,000	\$12,000
10.00-11.99	\$250	\$500	\$750	\$1,000	\$1,500	\$2,000	\$3,000	\$6,000	\$8,000

LETTER OF UNDERSTANDING

BETWEEN:

CANADA SAFEWAY LIMITED,
DRYDEN, ONTARIO

AND :

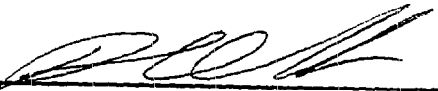
UNITED FOOD & COMMERCIAL WORKERS,
LOCAL 175

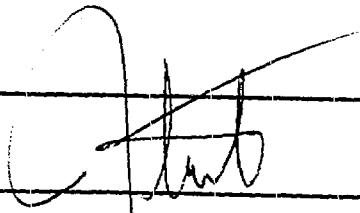
The parties to this Agreement agree that the employees share of the Un-employment Insurance Commission's Wage Loss Replacement Program will be used to pay, in part, the increased contribution to the Dental Plan negotiated in the 1984-86 collective agreement.

SIGNED THIS 4th DAY OF April, 1995.

FOR THE UNION:

FOR THE COMPANY:





LETTER! OF UNDERSTANDING

BETWEEN: CANADA **SAFEGWAY LIMITED,**
DRYDEN, ONTARIO

AND: UNITED FOOD & COMMERCIAL WORKERS,
LOCAL 175

The parties to this **Agreement** do hereby agree as follows:

(1)

EXPRESS CHECKSTAND

Employees will not be required to work in the Express Checkstand for longer than four (4) hours in any one (1) day except in the case of an emergency. **There will be a five (5) minute leeway to complete the order of a customer and/or the transfer of a cash register to another employee.**

(2)

PART-TIME SCHEDULING - DEPARTMENT AND CLASSIFICATION

For **all** employees hired after August **15, 1988** and all employees who do not, on August **15, 1988**, work regularly in more than one department, the language of **17.11** will be interpreted as providing preference in available hours on a weekly basis within the department and classification.

Employees who currently regularly work in more than one department **will** be allowed to continue to work in those departments they *are* currently working in, **provided** they must **first** work all required hours in their home department. All call-ins will be done within the department and classification and if insufficient employees are available, then the senior capable employee outside the **department** may be called. It is **un-derstood** that for the purposes of call-ins, employees regularly working in the department will be considered as within the department.

In the event of a significant: reduction in hours in a department, an employee defined in paragraph 2 above, may request a transfer to another department , or additional hours in another department, The Company will not unreasonably withhold permission for such transfer or additional hours provided the employee is able to perform the full scope of the duties efficiently in the new department,

It is understood that this letter will not be used to achieve short--term inter-department transfers or short-term additional hour claims. For the purposes of this letter, 'significant ' will be defined as a reduction in an individual's weekly hours of twenty (20%) percent or more calculated by comparing a four (4) week period with the adjacent four (4) week period, not to include the vacation period contained in Article 9.02.

(3)

SEXUAL HARASSMENT

The Company and the Union agree that the retail locations covered by this collective agreement should be free of sexual harassment! and the Company and the Union agree to co-operate with each other in preventing and eliminating sexual harassment if same should occur in the locations covered by this collective agreement:.

(4)

INFORMAL STORE MANAGER - SHOP STEWARD MEETINGS

The Company and the Union acknowledge the fact that increased communication between the parties leads to increased harmony in the work place. To that end both parties endorse regular informal Store Manager - Shop Steward meetings.

(5)

SUNDAY WORK

The following conditions shall apply when the store is open for Sunday business:

1. Sunday work for full-time employees will be voluntary in departments where there are available part-time employees to work the Sunday,
2. The Company will staff part-time employees in the store on Sunday on a volunteer basis to the extent possible.
3. If insufficient staff are available, the Company may schedule employees in reverse order of seniority.

4. It is the intention of the Company and the Union that all employees co-operate in the rotation of Sunday work, Should staffing shortages arise, the Company and the Union will meet and resolve the staffing difficulties by way of a fair rotation system..
5. All work done on Sunday will be at regular rates plus one dollar (\$1.00) per hour. If an employee is entitled to receive the night stocking premium the one dollar (\$1.00) per hour premium would be in addition.
6. Sunday shall be the first of the week for payroll purposes.

(6)

PART-TIME SCHEDULING

Part-time employees will not be required or scheduled to work in excess of five (5) days per week.

(7)

INJURED ON SHIFT

The Company agrees to pay any employee injured during a shift for the balance of the employee's scheduled shift.

(8)

TRAINING

No employee will have his hours reduced as a result of another employee receiving training hours in that week.

(9)

MEMORANDUM TO STORE MANAGEMENT PERSONNEL

Management shall forward the following Memorandum to Store Management Personnel, a copy of which shall be posted on the Bulletin Board in each store:

I) Employees Hours of Work Schedule

It is one of the responsibilities of the Management to:

1. estimate, plan and schedule the work to be done each day, and
2. schedule the hours of work of each employee, so that work assignments shall be completed in an efficient manner. Any employee scheduled to work a full shift shall be required to work the full shift, less rest periods, It should be your objective to establish the employees' schedules so that all work (including clean-up duties) is completed in the full shift,

The Union agrees to a five (5) minute leeway each day, which is not intended to be part of the work schedule. Rather, this is to take care of the extra few minutes required to complete a job in progress at quitting time,

All time worked in excess of the five (5) minutes leeway shall be paid at overtime rates,

Use plan and arrange your employee work schedule in accordance with the foregoing. We insist upon strict compliance with this provision, as well as all other sections of the Union Agreement.

The words "full shift" shall mean the following: eight (8) hours where a six (6) to a five (5) day store operation exists, or four (4) hours where a five and one-half (5 1/2) day store operation exists.

II

Withdrawal Cards

Withdrawal cards shall be given to members of the Union covered by the attached agreement, in accordance with with provisions of the United Food & Commercial Workers International Constitution.

(10)

STORE MANAGEMENT AND SHOP STEWARD CO-OPERATION

1. The Store Management should **welcome** Shop Stewards and employees in their stores bringing complaints or alleged grievances to the attention of the Store Manager.
2. The **Shop** Stewards must **appreciate** and understand the fact that the Store Manager's duty and **responsibility** is to run the store according to the Company's policies and specifications.
3. Store Managers and Shop Stewards must jointly encourage employees in the stores to have their concerns resolved by **the** Store Manager and/or Shop Steward on matters dealing with the Agreement.
4. **The** Shop Stewards must, in all cases, **perform** their duties as **employees of the Company** to the best of their ability, which is the **main** reason and **purpose** of their job.
5. **The Store Managers** should introduce new employees to their Shop Stewards, who should be **given** some time during working hours to talk to and welcome new **employees**.
6. A meeting should take place regularly, or as regularly as necessary, **between** the Store Manager and the Shop Stewards to discuss any concerns which **the** employees may have brought to the attention of the Shop **Stewards**.
7. **The** full--time Union Representatives will encourage the Shop Stewards to approach Store Managers and attempt to resolve concerns at the local store level.
8. The **Store Managers** should, therefore, make every speedy **effort** to do **same**.
9. It should be understood by Shop Stewards that, although they have an important, function to perform as Shop Stewards, they should **nevertheless**, to the best of their ability, work to achieve the missions and objectives of the Company.

(11)

BI-WEEKLY PAYROLL

The Union. agrees that the Company may change-its payroll to a **bi-weekly** payroll, : that is, paid every **second week, and the Union** agrees that **the** Company, if they do so, shall have complied with the Agreement. **It** may also include a direct deposit.

When the Company decides to switch to this other payroll system, it **shall** follow the **following** procedure:

1. Give employees at least ninety (90) calendar days' notice of change;
2. Assist employees by advancing one or two weeks' pay in the event of a personal financial hardship, one time only at the beginning of change-over;
3. In the event of a direct deposit, it shall pay to the financial institution of the employee's choice, if an employee has a bank account, If the employee does not have a bank account, the Company shall be free to designate such bank location;
4. The Company shall provide detailed account of earnings and deductions as previously done;
5. Union dues shall continue to be calculated and the amount paid on a weekly basis;
6. Income tax rates shall be calculated when switching to a two week pay period as if it were on a weekly period, in accordance with the Department of Revenue;
7. Vacation pay shall be paid in advance on the last regular bi-weekly day of the deposit.

(12)

RETAIL READY MEAT

In the event that a meatcutter or meatwrapper's job becomes permanently discontinued because of the introduction of Retail Ready Meat, said employee (who was on the payroll on July 3, 1994) shall have an opportunity to obtain a buyout as offered to employees in Appendix "D", provided said employees did not already accept a buyout offered by the Company.

In the event that a meatcutter or meatwrapper exercises his seniority to displace another employee in the bargaining unit: as indicated in 21.01, said affected employee shall have the right to accept a buyout according to the schedule listed in Appendix "D"-28.

Any employee who wishes to accept the buyout instead of an opportunity to stay with the Company in the bargaining unit will provide the Company with a letter of resignation and will have the opportunity to be re-employed with a new seniority date in the Trainee classification, if that person so wishes.

(13)

RELIEVING RATES

Any employee at top rate who in the past twelve (12) months relieved the Produce Manager or Second Assistant Store Manager and received more than fifty (\$.50) cents per hour for such relief will be allowed to continue receiving such rate if designated to relieve in the future. The parties will agree upon a list of such employees.

(14)

EMPLOYEES WORKING IN TWO CLASSIFICATIONS

Where the Company chooses to preserve a full-time job by working an employee in two **classifications**, preference will be given to having the work performed within the department.

(15)

LEAVES OF ABSENCE

Where the Company grants a leave of absence for Union conventions or negotiations, they **will** pay the employee his regular wage for the **lost** time and bill such lost wage plus thirty-two (32%) percent to the Union who will remit same to the Company.

(16)

FULL-TIME EMPLOYEES REDUCED TO PART-TIME

No full-time employee will be reduced to part-time because of a *person* with no bargaining unit seniority being put into the bargaining unit.

(17)

REGULAR PART-TIME/TRAINEE PROMOTED FROM COURTESY BAGGER

regular. part-time or trainee employee who was promoted from the **courtesy bagger** classification may revert to the courtesy bagger **classification** not less than three (3) months from the date of his promotion. He **may** not revert more than once in twelve (12) months. When reverted, he **will** recapture his original courtesy bagger seniority and hours credit. If such **employee** is subsequently again promoted to trainee, his **seniority** date will be the date of the promotion. He **will**, in addition, be **credited** with the total hours worked as trainee or regular part-time to **establish** his new wage rates.

(18)

APPENDIX "D" - #16

In the interpretation of the words in Appendix "D"-16 above, "no employee shall be hired as *regular* part-time from outside the bargaining unit", the parties agree the Company can hire employees from outside the bargaining unit for new store or remodeled store openings as has been the Company's practice in the past.

Furthermore, these same words shall not prevent the Company from hiring employees from outside the bargaining unit to fill **certain jobs requiring specific skills or certification**, for example, floral designer, pharmacy technician.

The Company retains the right to hire skilled employees from outside the bargaining unit to fill immediate staffing needs in a store.

(19)

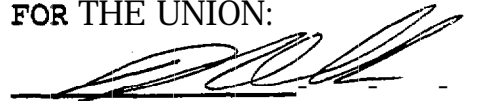
1. The Company and the Union both accept the principle that as seniority increases so too should the probability of opportunities for work that may be offered to employees outside their regular classifications and department. This does not impose on the Company an obligation to train nor does it preclude the employer from considering the skill, ability, aptitude and availabilities of competing employees. The Company agrees to act fairly and in good faith, when assessing these qualities. The qualifications as outlined above, as they apply to Customer Service, shall be determined by the Company.
2. No Front-End employee (excluding Courtesy Baggers) will be scheduled more weekly hours than a senior willing, available, front-end employee, except where senior trained employees are unavailable or no senior employees have been trained in the job to be performed.
3. The Joint Labour Management (J.L.M.) Committee will be charged with the responsibility of dealing with shift rotation issues.
4. The Company will have the right to appoint, at its sole discretion, a maximum of two (2) Training Assistant Managers per store. The hours worked by Training Assistant Managers will not be considered as available hours under Article 17.08 of the agreement. No existing employee will experience a reduction in hours as a result of the appointment of a Training Assistant or lock-up person. Lock-up Clerks will receive hours solely for lock-up shifts unless their weekly scheduled hours are in line of seniority.

If a full-time Training Assistant is required and such employee is promoted out of seniority and subsequently relinquishes such position, he shall be reduced to part-time immediately and shall have no right of recall. It is understood that the promotion to full-time of such junior Training Assistant will not result in the reduction of the normal hours of work of any employee.

The Company will not schedule more than three (3) Training Assistants and/or Lock-up Clerks in any one week, except for illness, vacation relief, or other instances of unscheduled absence.

SIGNED 6th THIS DAY OF April m, 1995.

FOR THE UNION:



FOR THE COMPANY:

