

FULL TIME
AND PART-TIME (PAGE 36)

THIS AGREEMENT made as of the 29th day of October, 1990,

BETWEEN:

UNITED FOOD & COMMERCIAL WORKERS UNION,
LOCAL 175

hereinafter called the "Union",

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TERM.	92	05	02
No. OF EMPLOYEES	750		
NOM. RE D'EMPLOIES	L.W		

-and-

LOBLAWS SUPERMARKETS LIMITED

hereinafter called the "Employer".

ARTICLE 1 - PURPOSE

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

ARTICLE 2 - RECOGNITION

2.01 (a) The Employer **recognizes** the Union as the exclusive bargaining agent for its employees, except Store Managers and persons above the rank of Store Manager, at its store locations in the Townships of Nepean and Gloucester.

(b) A "full-time employee" covered by this Agreement (except Appendix "A") shall be an employee who is normally scheduled to work more than twenty-four (24) hours per week.

(c) A "part-time employee" covered by Appendix "A" of this Agreement shall be an employee who is normally scheduled to work twenty-four (24) hours or less per week. The conditions of work for part-time employees shall be governed by Appendix "A" of this Agreement.

(d) Any additional **Loblaws** Supermarkets Limited stores opened in the Townships of Nepean and Gloucester will be covered by the terms of this Agreement.

ARTICLE 3 - EMPLOYEES OTHER THAN UNION MEMBERS

3.01 (a) The Employer agrees that employees who are not members of the bargaining unit, other than Store Managers in stores whose volume is less than \$100,000.00 weekly, No Frills Managers and Regional Cashier Specialists, will not perform bargaining unit work except during the three (3) weeks prior to and the one (1) week subsequent to (Bakery, Produce, Meat and Service Department Specialists, two (2) weeks prior to and the three (3) weeks subsequent to; No Frills stores - three (3) weeks subsequent to) the **re-opening** week of a new store, unless prior arrangements have been made between the Employer and the Local Union President or Business Representative.

Such employees of the Employer shall restrict activities which are considered to be bargaining unit work as outlined above, except for the purpose of product inspection and instruction.

(b) It is understood that Store Managers in stores whose volume is less than \$100,000.00 weekly and No Frills Managers shall restrict activities which are considered to be bargaining unit work to one (1) hour prior to store opening, during store opening hours and one (1) hour after store closing.

(c) It is **recognized** that while other persons who are not employees of the Employer (except Price **Checkers**, who shall only check prices) from time to time perform work in the Employer's stores, the Employer agrees that there will be no extension in this work performance beyond current practices.

This provision shall not restrict the Company from leasing space within the store perimeters to a Company whose business relates to the offering of financial services.

3.02 With the exception of representatives from **Fireco** Sales or their subsequent successors, no representative of supplying companies shall perform any routine store work except as provided for in Article **3.03** below.

3.03 Sales representatives are only permitted to assist members of the bargaining unit in the building of special promotional displays. The Union Office and the store stewards affected will be given advance notice of all special promotional displays.

3.04 The Employer agrees that for any proven violation of the provisions of this Article **3**, it will pay a penalty of one hundred and fifty dollars (**\$150.00**) to the Union.

ARTICLE 4 - UNION SECURITY

4.01 (a) It is agreed that all employees covered by this Agreement shall become and remain members of the Union in good standing, as a condition of employment.

(b) New employees shall make application for membership in the Union at the time of their hiring and shall become and remain members of the Union in good standing as a condition of employment.

4.02 (a) The Employer shall, during the term of this Agreement, as a condition of employment, deduct from members of the bargaining unit the regular weekly Union Dues, and such Dues shall be remitted to the Union prior to the **15th** day of the month following the month in which such deduction is made.

The Employer shall collect Membership Initiation Fees as may be established by the Union and forward the application forms and such Fees to the Union with the regular monthly Dues remittance.

(b) The Employer shall notify the Union of new full-time employees' classifications and rates of pay, in addition to terminations, on a monthly basis. Deduction statements shall be documented by location, containing the full name of the employee and his starting date.

The Employer agrees to record the annual Union Dues deductions for each employee on his **T4** Form.

4.03 In the event such weekly Dues are changed during the term of this Agreement, such change must be given to the Employer by notice properly **authorized** by Union officials and shall become effective within one (1) month from the date the notice is received.

4.04 Paragraph 4.03 above is subject to the provisions that the Employer, its agents and/or employees acting on behalf of the Employer shall in no way be responsible for any errors or omissions arising from the collection of and accounting of such Dues, and/or the custody of same. The Union shall indemnify and save harmless the Employer, its agents and/or employees acting on behalf of the Employer, from any and all claims, demands, actions or causes of action arising out of, or in any way connected with the collection of or attempted collection, custody and/or accounting of such Dues.

4.05 New employees shall be documented and documents forwarded to Head Office within two (2) weeks of hiring.

4.06 All necessary medical examinations and x-rays as it relates to employment with **Loblaws Supermarkets Limited**, required by a Local Board of Health or Governmental Body or the Employer shall be paid for by the Employer and conducted on Company time.

4.07 Employees having previous comparable full-time supermarket experience may be paid at a lower rate of pay than their experience might call for, but at the end of the probationary period of twenty-two (22) worked days, if continued in employment, the employee will then, if not at the appropriate comparable rate, have the appropriate comparable rate determined **retro-active** to his original full-time starting date and will proceed from there in the schedule.

The Employer shall **recognize** credit for previous comparable full-time **Loblaws Supermarkets Limited** supermarket experience if such employees have been out of the industry for over five (5) years, for Company benefits and wages only,

ARTICLE 5 - FUNCTIONS OF MANAGEMENT

5.01 The Union agrees that the Employer has the exclusive right and power to manage its business, to direct the working forces and to suspend, discharge or discipline employees for just and sufficient cause, to hire, promote, demote, transfer or lay off employees, to establish and maintain reasonable rules and regulations covering the operation of the stores, provided, however, **that any** exercise of these rights and powers in conflict with any of the provisions of this Agreement shall be subject to the provisions of the grievance procedure as set out herein.

5.02 Should an adjustment in the full-time work force become necessary during the lifetime of this Collective Agreement as a direct result of the installation of Scanner Cash Register equipment, the Employer and the union will meet to discuss an equitable solution to the problem at least thirty (30) days prior to the implementation of the adjustment. Such discussion will not impede the Employer's right to initiate the necessary adjustment. The question of the correctness of the Employer's decision may be subject to the decision of a Board of Arbitration or a single Arbitrator under the provisions of Article 22 of the Collective Agreement.

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5.03 The Union agrees that the Employer has the exclusive right and power to study or introduce new or improved production and/or handling methods or facilities and the Union agrees to co-operate with the Employer in the installation of any such methods and in the education of its members for the necessity of such changes and improvements. The above rights shall be exercised subject to the provisions of the grievance procedure as set forth in this Agreement.

5.04 The parties agree that the foregoing enumeration of Management's rights shall not be deemed to exclude other **recognized** functions of Management not specifically covered in this Agreement. The Employer, therefore, retains all rights not otherwise specifically covered in this Agreement.

ARTICLE 6 - PREFERENCE

6.01 When in need of help, the employer agrees to give preference to:-
 Firstly, part-time employees on the basis of **seniority**, skill and qualifications; and secondly, other members of the United Food and Commercial Workers.

ARTICLE 7 - WORKING CONDITIONS

7.01 Any working conditions or condition of employment now in effect shall remain in effect unless changed by collective bargaining. The Employer shall continue to make reasonable provisions for the safety and health of its employees at the store during the hours of their employment. The Union will co-operate with the Employer in maintaining good working conditions and standards of safety.

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

ARTICLE 8 - DISCHARGE AND DISCIPLINE

8.01 No employee shall be discharged or disciplined except for just and sufficient cause. Discharge and Discipline grievances may be settled by confirming the Employer's decision, or by **re-instating** the discharged or suspended employee with full compensation for time lost, less interim earnings if applicable, or by any other arrangement which is just and equitable in the opinion of the parties or of a Board of Arbitration if the matter is referred to it. The Employer agrees that whenever an interview is held with an employee regarding their work or conduct, which becomes a part of their record, the store steward shall be present at such interview. The steward or Union representative will leave the meeting if requested to leave by the employee.

ARTICLE 9 - JOB SECURITY

9.01 The Assured Number of Jobs in the East shall be two hundred (200) and will not be reduced during the term of this Agreement, except in the event of a store closure or a major disaster. All these full-time employees will be offered an Assurance of Employment of thirty-seven (37) hours per week in accordance with Article 16 of this

Agreement in the bargaining unit set forth in Article 2 of this Agreement, during the period from April 29, 1990, and for the term of this Agreement and until the time set forth in Section 63 (2) of the Labour Relations Act has elapsed, except in the event of the closure of, or a major disaster involving their store.

Any employees who are off on disability leave for **L.T.D.** or Workers' Compensation for a period exceeding two (2) years or who are employed for the purpose of replacing employees who are absent due to sickness and accident will not be included in the count for the assured jobs.

In the event of a store closure or a major disaster, the Assured Number of Jobs is reduced by lay-off by the number of employees in the affected store.

In the event of a new store opening, the Assured Number of Jobs would only increase by the number of "true new hires".

In the event the Assured Number of Jobs falls below the required Number and the Employer would encounter difficulties replacing employees who leave, the Employer and the Union may mutually agree that the Employer will not be required to replace such employees and such agreement will not be unreasonably withheld.

ARTICLE 10 - TEMPORARY ASSIGNMENTS

10.01 An employee relieving in the position of Assistant Store Manager, Grocery Manager, Produce Manager, Junior Produce Manager, Customer Service Manager, Meat Manager, Assistant Meat Manager, Bakery Manager, Lead Hand Baker, Service Department Manager or Night Shift Lead Hand, shall receive the hourly rate for the classification to which they are temporarily assigned, after they have completed more than one (1) working day in such classification, exclusive of Sundays and Statutory Holidays, in a seven (7) calendar day week. Upon completion of more than one (1) working day in the classification, the above will be **retro-active** to the commencement of the relieving period.

10.02 No part-time employee will be assigned to relieve in the positions aforesaid if a full-time employee who has sufficient ability and qualifications to do the relief work is available.

10.03 Where employees relieve the Store Manager, they shall receive a relief premium of one dollar and fifty cents (**\$1.50**) per hour worked, in addition to their normal hourly rate. It is understood that in the calculation of this premium for the applicable employees each week, all full shifts during which the Store Managers are absent from the store beyond their normal day off shall be taken into account. In such cases, the premium will be **retro-active** to include the Store Manager's day off. In these circumstances they shall continue to be a member of the bargaining unit and covered by the terms of this Agreement.

10.04 On an evening when a store is open for customer shopping convenience and the Store Manager, Assistant Store Manager and Grocery Manager are not on duty, full-time employees will be assigned to be in charge of the store and shall receive a ten dollar (**\$10.00**) bonus in addition to their night shopping premium.

ARTICLE 11 - NO DISCRIMINATION

11.01 There shall be no discrimination on account of race, colour, creed, national origin, sex, age or membership in the Union.

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ARTICLE 12 - UNION SHOP CARDS

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

The Employer further agrees that employees may wear Union Buttons while on duty.

ARTICLE 13 - UNION PRIVILEGES

13.01 The Employer agrees to **recognize** the appointment of a shop steward and an assistant shop steward on behalf of each department within a store including Night Crew and Bakery Department. In the absence of employees so appointed, other employees may be delegated to act in their absence. The Union shall notify the Employer of the appointments. No probationary employee may be appointed. The Employer also agrees to grant such stewards time off with pay as may be reasonably necessary to service any grievance or potential grievance.

13.02 The Business Agent or International Representative of the Union shall be entitled to visit a store covered by this Agreement for the purpose of ensuring the terms of the Agreement are implemented, provided however, that the appropriate Management authority have given their consent, which shall not be unreasonably withheld.

13.03 The Employer agrees during the lifetime of this Agreement to grant time off with pay to three (3) Union representatives from Local 175 for the purpose of collective bargaining with the Employer.

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13.04 The Union agrees to forward to the Employer a listing of store stewards and their store and department on a half-yearly basis.

ARTICLE 14 - SHOP STEWARDS

14.01 Each Local Union shall have the right to designate one (1) shop steward and an assistant shop steward on behalf of each department within a store including Night Crew and Bakery Department. The Employer will be informed of the names of the stewards. The Employer agrees that it will not lay off or transfer any shop steward without previous consultation between the shop steward, the Union representative and the Industrial Relations Department.

ARTICLE 15 - SENIORITY

15.01 (a) Regular full-time employees shall not attain seniority until they have completed the probationary period with the Employer. Such probationary period shall be twenty-two (22) worked days. However, should probationary employees complete such service, their seniority will date back to the commencement of their continuous full-time employment.

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(b) Seniority listings for full-time employees shall be posted by the Employer quarter annually. The seniority date for each full-time employee shall be considered to be correct if the Union raises no objection within three (3) weeks of the date of posting of the first list on which the employee's name appears. Seniority listings for full-time employees shall be given to the shop steward once every six (6) months.

(c) Persons outside the bargaining unit returning to the bargaining unit shall return to a position no higher than their former position in the bargaining unit. The transfer of such person into the bargaining unit shall not cause a demotion or lay-off of any bargaining unit employee.

(d) In the event of persons returning to the bargaining unit resulting in the demotion of employees within the bargaining unit, such demoted employees will have their former rate maintained for a period of eight (8) weeks.

(e) A person who has never been in a bargaining unit shall not enter the bargaining unit unless bargaining unit employees who are on lay-off and who have recall rights have declined their right for recall.

(f) It is understood between the Employer and the Union that bargaining unit seniority for those persons referred to in paragraphs (c) and (e) herein shall commence as of the date of their entry into the bargaining unit.

(g) Anyone promoted to a Management position subsequent to the date of ratification of this Agreement will continue to accumulate bargaining unit seniority for six (6) months following the promotion, after which time they shall have no bargaining unit seniority. Resulting vacancies will be posted within five (5) days of the promotion in accordance with Article 15.03 (b) (i) of this Agreement.

15.02 Seniority shall be acquired and exercised by departments, within the following Seniority Districts:

East
Townships of
Nepean and
G l o u c e s t e r .

The Seniority Districts may be modified by mutual agreement of the parties, Four (4) separate seniority lists shall be completed for each seniority district; one for the Meat Department; one for the Grocery and Produce Departments; one for the full-scale Bakery Department; and one for the Service Department. Seniority as described shall date from the commencement of an employee's full-time service in the bargaining unit.

15.03 (a) Seniority is the principle of granting preference to employees within the seniority district for promotions, demotions, transfers (except within a municipality), lay-offs, rehiring after lay-off and vacations. Seniority and ability will be considered in promotions and where ability is approximately equal, seniority shall govern, provided the employee has the ability to perform the work required. The Employer undertakes that its decisions concerning ability of employees are neither arbitrary nor unfair.

(b) (i) When a vacancy occurs in a key position which is likely to remain open for over thirty (30) days (or such longer period as the parties may mutually agree) notice of such vacancy shall be posted, wherever possible, within five (5) working days of the vacancy arising and shall remain posted for five (5) working days on the bulletin

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board or boards provided on the premises for that purpose. The Employer shall provide the Union with a copy of each vacancy posted.

(ii) Employees in the seniority **district** may apply within the five (5) working days for such a job on the necessary form provided by the Employer.

(iii) The Employer shall have five (5) working days after the expiration of the posting to select the successful applicant and another five (5) working days to post on the same bulletin board or boards the name and length of service of the successful applicant. If no applications were made, the Employer shall then be free to choose an employee.

(iv) Where the senior employee does not have relatively equal ability for the job in relation to other applicants and a less senior employee is chosen, the Employer will make its choice known to the Union before announcing the name of the successful applicant. Any employee who applies for the job and was not chosen may, within five (5) working days after the successful applicant has been declared, lodge a grievance in accordance with the Grievance Procedure.

(c) In the event additional full-time staff is required, the Employer will announce such vacancy by posting internally. It is understood that such vacancy shall be filled in accordance with Article 16.10 (vii) of the main body and Article 2.03 of Appendix "A" and shall be subject to the grievance procedure as outlined in Article 22 of this Agreement, Copies of such postings will be sent to both Union offices.

15.04 Seniority shall be considered terminated if an **employee**:-

- (a) voluntarily leaves the employment of the Employer;
- (b) is discharged for cause;
- (c) is absent from work for more than three (3) working days without prior notification to the Employer;
- (d) is absent from work due to sickness or disability for more than three (3) days and fails upon return to work to produce a certificate from a medical practitioner verifying such absence to the Employer's satisfaction, (If a certificate is requested, such requests shall be made prior to the employee's return to work);
- (e) fails to return to work after a recall from lay-off within seven (7) days after the delivery of notice of recall;
- (f) fails to return to work upon conclusion of a leave of absence unless his failure to return is for reasonable cause;
- (g) fails to take a medical examination by a qualified medical practitioner when requested by the Employer;
- (h) is not recalled to work when laid off due to lack of work, his name shall be retained on the seniority list for a minimum of six (6) months up to a period of time equal to his seniority at date of lay-off, up to a maximum of eighteen (18) months.

15.05 The Company has agreed to the following severance pay provision: Regular full-time employees with three (3) years or more of continuous service, if terminated for reasons other than cause, will be provided with a severance allowance of one (1) week's pay for each year of service to a maximum of five thousand dollars (\$5,000.00).

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15.06 Employees shall have one (1) calendar week's notice of a permanent transfer prior to such transfer being implemented, except in cases of sickness, accident or bereavement, creating an emergency.

15.07 Full-time employees who become part-time employees shall carry full seniority to the part-time seniority list. ~~6/8/8~~

15.08 The Employer agrees to supply copies of the seniority list to the Union on request, but not more than every six (6) months.

ARTICLE 16 - HOURS OF WORK AND OVERTIME

16.01 Employees are expected to attend work regularly. When unable to attend, the Manager, Relieving Manager or Supervisor must be notified within one (1) hour of the commencement of the scheduled shift of the employee giving the reason why the employee is unable to attend, when they expect to return to work and how the Manager or Supervisor can call them relative to their absence.

16.02 This paragraph is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.

16.03 The normal work week for full-time employees shall consist of **thirty-seven (37) hours - four (4) days of eight (8) hours each and one (1) day of five (5) hours.** The Employer agrees that wherever practicable, the five (5) hour day will be scheduled so that the three (3) hour reduction will occur in full at the end of the employee's shift.

It is understood that, if the employees absent themselves for any reason on their short day, the three (3) hour reduction will not be rescheduled.

16.04 (a) Employees will not be designated to work more than one (1) night per week for customer shopping convenience.

(b) In stores open more than three (3) nights per week and with a weekly volume of less than **\$82,000.00**, where necessary, employees in the classifications of Assistant Store manager, Grocery Manager, Customer Service Manager, Meat Manager, Assistant Meat Manager, Meat Cutter, Produce Manager, Bakery Manager, Lead Hand Baker, Baker and Service department Manager may be required to work an additional night per week for customer shopping convenience.

(c) An employee will not be scheduled to work more than one (1) Saturday night in four (4).

(d) Full-time employees shall be paid a premium of one dollar (**\$1.00**) per hour for each hour worked after **6:00 p.m.** on Saturday if it is their first night worked that week. If Saturday is their second night worked that week, they shall be paid a premium of one dollar and fifty cents (**\$1.50**) per hour for each hour worked after **6:00 p.m.** on that Saturday night, In addition, they shall receive the supper bonus provided for in Article 16.04 (e) (ii), There shall be no duplication of the above premiums and overtime rates.

(e) (i) In a day when an employee is required to work in the evening and the Employer's store is open for business, then such employee shall be given one-half (**1/2**) hour off with pay at straight time rates for supper, which time shall be counted in time worked for computing hours of work for the week or day.

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(ii) The employee shall also receive a supper bonus of one dollar and fifty cents (\$1.50) for each evening worked each week when the store of the Employer is open for business over and above their weekly pay.

(f) Employees not scheduled to be engaged for night shopping will not be scheduled to work later than 6:00 p.m.

(g) Employees may be scheduled to commence their shifts up to two (2) hours before normal store opening and three (3) hours before for Bakery employees, and to conclude their shift up to one (1) hour beyond store closing time but no later than 11:00 p.m.

Employees employed in a No Frills Unit may be scheduled to commence their shift up to three (3) hours prior to store opening time.

(h) Items (f) and (g) above will not apply when local arrangements are mutually agreed upon by the Employer and the Union.

16.05 (a) The work schedule shall be posted on the notice board of the store for the coming week not later than 3:00 p.m. on the preceding Thursday, showing the scheduled working hours for each employee covered by this Agreement and no change shall be made in such schedule once posted except in the case of sickness, accident or bereavement in the particular store where the employee is regularly employed. Once the schedule has been posted, the employee shall be entitled to work the number of hours provided for herein without lay-off. Night Crew employees who work Sunday through Thursday shall be notified of the following week's schedule at the completion of their last regular weekly shift.

(b) The store steward shall receive a copy of all work schedules.

16.06 (a) (i) Overtime will be payable at the rate of time and one-half (1/2) for the first two (2) hours of daily overtime and at the rate of double time for work performed beyond two (2) hours of daily overtime.

(ii) The Employer further agrees to pay employees two (2) times their standard rate of pay for work performed after 11:00 p.m. on any night.

(b) Any employee called in to work on a day for which they are not scheduled, on a Sunday or a Statutory Holiday, shall receive two (2) times their regular rate of pay for such hours and shall be guaranteed a minimum of four (4) hours' pay at the premium rate.

(c) Overtime work shall be on a voluntary basis provided a sufficient number of qualified employees agree to perform the required overtime work.

16.07 No employee shall be given time off to avoid the application of overtime rates.

16.08 The parties hereto agree that there shall be no split shift save for the normal lunch period which shall be sixty (60) minutes in duration (or thirty (30) minutes in duration by mutual agreement between the Employer and the employee concerned).

Lunch periods will not commence until two and one-half (2 1/2) hours have elapsed after the commencement of an employee's shift nor later than five (5) hours after the commencement of the shift.

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16.09 (a) The Employer agrees that employees in the classifications of Cashier, Service Clerk, Wrapper, Grocery-Produce Clerk, Meat Cutter, Baker and Decorator, who, desire Saturdays off, will be given one (1) Saturday off during each four (4) week period.

(b) The Employer agrees that employees in the classifications of Assistant Store Manager, Grocery Manager, Customer Service Manager, Produce Manager, Meat Manager, Assistant Meat Manager, Bakery Manager, Lead hand baker, Service Department Manager and persons who are assigned to relieve in these positions, who desire two-day week-ends, will be given two (2) consecutive days off one week-end each month (i.e., Saturday and Sunday or Sunday and Monday). All employees who desire to have Saturdays off in accordance with this provision shall be granted a Saturday off at least once every six (6) weeks.

(c) In the event that there is a full-time employee in a junior classification employed in the area in question, who is available and capable to relieve in one of the classifications referred to in paragraph (b) hereof (except Assistant Meat Manager), the Employer will, to the extent that it is practicable with store operations, apply the provision set out in paragraph (a) hereof to such interested employees.

(d) The provision set out in paragraph (a) hereof shall be applicable to an interested Assistant Meat Manager who is employed in a Meat Department where three (3) or more full-time Meat Department employees are employed (excluding Meat Wrapper).

(e) Notwithstanding the above, the Saturday off provision excludes employees in stores or departments which are closed on Mondays.

16.10 Night Shifts

(a) A "Night Crew" is a group of employees who are regularly scheduled to work on stores after they have been closed to the public and whose duties primarily are connected with receiving and stocking the stores and the incidental functions connected therewith.

(b) A Night Shift Lead Hand will be appointed in each store where a night shift is in operation.

(c) Regular employees shall have five (5) working days' notice of transfer to the night crew, prior to such transfer being implemented, except in the case of sickness, accident or bereavement in their particular store.

(d) The following rules shall apply to all night crew operations:-

(i) An employee who works on a Night Crew and who is not classified in one of the night classifications as set forth in Article 23 of this Agreement shall receive a shift premium of eighty cents (80¢) per hour for all hours worked on the night shift. For purposes of any Statutory Holiday Pay, Vacation Pay, Sick Pay or Weekly Indemnity benefits to which such an employee may be entitled during a week during which he is scheduled to work on a Night Crew, his hourly rate shall be deemed to include the eighty cents (80 ¢) premium aforesaid.

An employee who works on a Night Crew and who is classified in one of the night classifications set forth in Article 23 of this Agreement shall receive the appropriate hourly rate for that night classification in lieu of the premium set forth in paragraph 16.10 (d) (i).

(ii) The night shift shall commence at or after 10:00 p.m. and conclude not later than 8:30 a.m. All night shifts shall include a one-half (1/2) hour unpaid meal

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period. Such shifts shall be on a voluntary basis. If not voluntary, then the night shift shall commence at 12:00 midnight.

(iii) Days off will be at the beginning or the end of the week.

(iv) Before a Night Crew is established, the District Manager and the area Union representative will work together to locate any employees who desire night work. If insufficient volunteers are located, then the Clerks in the store involved will be required to take their turn on a rotation basis (six (6) weeks).

(v) In a situation where the Employer finds it necessary to assign employees to a Night Crew, any extenuating circumstances regarding an employee will be taken into consideration, and based on those circumstances, the Employer may not require that employee to go on nights.

(vi) Employees who prefer to work on Night Crews will not participate in any rotation schedule.

(vii) If a night shift employee who has been on nights for a reasonable length of time and who is senior to anyone on days wishes to work days instead of nights, he will be accommodated provided arrangements for his replacement can be worked out between the area Union representative and the District Manager.

(viii) The Employer agrees that no employee will be required to work alone on a store night shift and the Employer further agrees that Meat Department night shifts will consist of at least two (2) Meat Department employees.

(e) The Union agrees to co-operate with the Employer in the implementation of Night Crew operations on Friday night, staffed by a combination of full-time and part-time employees in stores where a Night Crew is not required throughout the week, The full-time employee(s) involved in such night shifts will work such night shift by mutual agreement among the Employer, the Union representative and the employee.

16.11 During each work day, employees shall be granted two (2) rest periods with pay, of fifteen (15) minutes duration each. Such rest periods shall not be allocated within one (1) hour of starting or quitting time or within one (1) hour of each other.

16.12 Should employees report for work on a regular scheduled basis and there is no work available, they shall be paid a minimum of four (4) hours' pay at their regular rate.

16.13 Call-time

Employees called back to work after the completion of their shift or called in more than three (3) hours prior to the commencement of their shift, will receive two (2) times their standard rate of pay for such hours and shall be guaranteed a minimum of three (3) hours' pay at the premium rate.

16.14 The Employer agrees that there will be a minimum period of ten (10) hours between the scheduled shifts of an employee.

16.15 (a) Bakery Department

Notwithstanding certain provisions set out above in respect to hours of work, the following provisions shall apply specifically to employees in Bakery Departments.

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(b) Day Shift Employees

In a store which has no Bakery Night Shift in operation, up to two (2) Bakers may be scheduled to work on Monday, Tuesday and Wednesday from 7:00 a.m. to 4:00 p.m. Monday through Saturday, one (1) Baker may be scheduled from 5:00 a.m. to 2:00 p.m., provided the employee involved agrees to this earlier start time and on Thursday, Friday and Saturday up to two (2) Bakers may be scheduled from 6:00 a.m. to 3:00 p.m. The balance of the Production Staff will be scheduled to work from 8:00 a.m. to 5:00 p.m. Up to two (2) Service Clerks, Wrappers or Decorators may be scheduled to work from 7:00 a.m. to 4:00 p.m. The balance of the Service Clerks, Wrappers and Decorators will be scheduled to work from 9:00 a.m. to 6:00 p.m. or in accordance with the terms of paragraph 16.04 of this Agreement, if they are required to work during the evening for customer shopping convenience.

In a store which has a Bakery Night Shift in operation, up to two (2) Decorators or Wrappers may be scheduled to work from 6:00 a.m. to 3:00 p.m. by mutual agreement between the Employer and the employee, and up to two (2) Service Clerks may be scheduled to work from 7:00 a.m. to 4:00 p.m. Part of the Production Staff may be scheduled to work from 7:30 a.m. to 4:30 p.m. The balance of the Production Staff will be scheduled to work from 8:30 a.m. to 5:30 p.m. The balance of the Service Clerks, Wrappers and Decorators will be scheduled to work from 9:00 a.m. to 6:00 p.m. or in accordance with the terms of paragraph 16.04 of this Agreement, if they are required to work during the evening for customer shopping convenience.

All of the daytime shifts referred to herein include a one (1) hour unpaid meal period.

(c) Night Shift Employees

Hours of work for Bakery Night Shift employees shall normally be scheduled as follows:-

A portion of the staff may be scheduled to work from 10:00 p.m. to 6:30 a.m. The balance of the staff may be scheduled to work from 10:30 p.m. to 7:00 a.m. or 11:00 p.m. to 7:30 a.m. The night shift referred to herein includes a one-half (1/2) hour unpaid meal period.

(d) In the event that the Employer wishes to implement any basic adjustments to the above mentioned work schedules, it is agreed that the Union will be consulted and that such adjustments will be made by mutual consent.

ARTICLE 17 - STATUTORY HOLIDAYS

17.01 (a) The following holidays shall be recognized as paid statutory holidays:-

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

or day celebrated in lieu thereof.

In the event the Government of Canada or the Province of Ontario declare any other day(s) a legal holiday, the Employer agrees to recognize such day(s) as a paid holiday(s) ,

(b) The Employer shall pay an employee for such holidays eight (8) hours' pay at the employee's regular rate of pay.

(c) Full-time employees covered by this Agreement shall be eligible for a personal holiday once during each calendar year, to be taken at a date on or about their birthday, at a time mutually agreed upon between the Employer and the employee concerned.

17.02 When a holiday as listed is observed in any week, employees will work a four (4) day week and shall receive five (5) days' pay at the standard rate of pay.

Any employee who works a fifth (5th) day in a week during which a holiday as listed is observed, shall receive two (2) times their regular hourly rate for all hours so worked on the fifth (5th) day.

17.03 When two (2) holidays as listed are observed in any week, employees will work a three (3) day week and shall receive five (5) days' pay at the standard rate of pay.

Employees who work on a fourth (4th) or fifth (5th) day in a week during which two (2) holidays as listed are observed, shall receive two (2) times their regular hourly rate for all hours so worked on the fourth (4th) and fifth (5th) day.

17.04 An employee required to work on any of the aforementioned holidays shall receive two (2) times his regular hourly rate for all hours worked and shall, in addition, receive five (5) days' pay for working a four (4) day week as outlined in paragraph 17.02. If any employees work a statutory holiday in any week, they shall have the right to work five (5) days in such holiday week.

17.05 An employee shall not be coerced or otherwise required to work on any of the aforementioned holidays when the store is open for customer shopping convenience, except with the consent of the employee.

17.06 To qualify for pay for a legal holiday, the employee must work their last scheduled working day preceding the holiday and their first scheduled working day after the holiday unless they have secured permission from their Supervisor to be absent on one of the qualifying days. Employees who are off on compensation, accident or illness, shall receive statutory holiday pay if they have worked within fifteen (15) days of the holiday. Should a statutory holiday occur within an employee's leave of absence, they shall not be paid for such statutory holiday.

17.07 An employee who is not required to work on a given statutory holiday shall have the right to take another day off that week, separate and apart from the statutory holiday.

17.08 Employees requested to work on a statutory holiday shall be guaranteed a minimum of six (6) hours work.

17.09 No employee will be scheduled to work on Christmas Eve or New Year's Eve beyond 6:00 p.m.

ARTICLE 18 - VACATIONS

18.01 Employees who joined the Company after May 1st and have been employed for less than one (1) year shall receive Vacation with Pay during the following year on the following basis:-

Date of Employment between:	Vacation with full pay
Mar. 16 (current year)- Apr. 15 (current year)	1 day
Feb. 16 (current year)- Mar. 15 (current year)	2 days
Jan. 16 (current year)- Feb. 15 (current year)	3 days
Dec. 16 (previous year)- Jan. 15 (previous year)	4 days
Sept. 16 (previous year)- Dec. 15 (previous year)	1 week
Aug. 16 (previous year)- Sept. 15 (previous year)	1 week plus 1 day
July 16 (previous year)- Aug. 15 (previous year)	1 week plus 2 days
June 16 (previous year)- July 15 (previous year)	1 week plus 3 days
May 16 (previous year)- June 15 (previous year)	1 week plus 4 days
May 1 (previous year)- May 15 (previous year)	2 weeks
Prior to May 1 (previous year)	2 weeks

54
01-02

18.02 Vacation with pay will be calculated on each year of service ending by September 30th.

18.03 (a) All employees who have five (5) years of service as of September 30th shall be granted three (3) weeks' vacation with pay during that vacation period.

05-03

(b) All employees who have nine (9) years of service as of September 30th shall be granted four (4) weeks' vacation with pay during that vacation period.

09-04

(c) All employees who have sixteen (16) years of service as of September 30th shall be granted five (5) weeks' vacation with pay during that vacation period.

6-05

(d) All employees who have twenty-five (25) years of service as of September 30th shall be granted six (6) weeks' vacation with pay during that vacation period.

25-06

(e) All employees who have thirty (30) years of service as of September 30th shall be granted seven (7) weeks' vacation with pay during that vacation period.

(f) To the extent that it is practicable, the Employer will grant vacations in one continuous period. Employees entitled to three (3) or more vacation weeks and who wish to take them in one continuous period should be prepared to conclude them prior to June 15th or commence them subsequent to September 15th.

30-07

18.04 Employees who have been employed by the Employer for less than five (5) years shall be entitled to a vacation with pay and the pay allowance therefore shall be as set forth in paragraph 18.01 of this Agreement or 4% of their earnings in the previous calendar year, whichever is the greater. Employees entitled to three (3), four (4), five (5), six (6) or seven (7) weeks of vacation will receive three (3), four (4), five (5), six (6) or seven (7) weeks' pay respectively, calculated at their normal rate per hour at the time they go on vacation or 6%, 8%, 10%, 12% or 14% respectively, of their total earnings in the previous calendar year as defined below, whichever is the greater.

For the purposes of clarity, the percentage payment referred to throughout this Article shall apply to the total earnings of the employee during the previous calendar year as shown on the employee's T4 Form.

18.05 Vacations cannot be carried over from one year to another but must be taken within a calendar year.

18.06 Employees who desire the Saturday off prior to the commencement of their vacation period, will be accommodated wherever possible.

18.07 When a statutory holiday as defined in Article 17 hereof occurs during an employee's vacation period, such employee shall be entitled to receive either one (1) extra day's vacation or one (1) day's pay as follows:-

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

(b) In certain instances, the employee may wish to defer the extra day;

(c) If employees are called in to work on the extra day of vacation referred to herein, they shall be paid for the work performed that day at two (2) times their regular rate of pay;

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

18.08 An employee with less than one (1) year's service, whose employment with the Employer is terminated for any reason, shall receive vacation pay in accordance with the Current EMPLOYMENT STANDARDS ACT. Employees with more than one (1) year's service and less than five (5) years' service, whose employment with the Employer is terminated for any reason, shall receive two-twelfths (2/12) of a standard week's pay for each completed month of service since the end of their last vacation year or 4% of the total pay of the employee in the current vacation year up to and including their date of termination. Employees with over five (5) years' service shall receive three-twelfths (3/12) or 6% on the above basis and those over nine (9) years' service shall receive four-twelfths (4/12) or 8% on the same basis. Employees with over sixteen (16) years' service whose employment with the Employer is terminated for any reason, shall receive five-twelfths (5/12) or 10% on the same basis. Employees with over twenty-five (25) years' service whose employment with the Employer is terminated for any reason, shall receive six-twelfths (6/12) or 12% on the same basis. Employees with over thirty

(30) years' service whose employment with the Employer is terminated for any reason, shall receive seven-twelfths (7/12) or 14% on the same basis. In each case, the employee will be paid the greater of the appropriate amount of a standard week's pay or the percentage figure.

18.09 Employees will have the right to hold their vacation in abeyance if they are absent due to sickness, accident or compensation at the time their vacation is scheduled to begin. Such deferred vacations shall be taken at a later date which is mutually agreed to between the employee and the Employer.

18.10 In respect to the payment of vacation pay, full weeks will be paid to an employee going on vacation in advance. Fractions of a week will be held until the employee returns to work and the balance of the work week shall be combined to make one pay.

18.11 Employees who become disabled and who are eligible for Weekly Indemnity benefits while on vacation, including the first three (3) days of sickness (if applicable) shall revert to Weekly Indemnity benefits and the balance of their vacation will be held in abeyance and will be taken at a later time to be mutually agreed upon between the Employer and the employee.

ARTICLE 19 - LEAVES OF ABSENCE

19.01 Any request for leave of absence shall be in writing, signed in **quadruplicate** by the Employer and the employee and shall be submitted as soon as possible but at least two (2) months in advance, except in an emergency. Two copies shall be retained by the Employer, one copy shall be given to the employee and the remaining copy shall be forwarded to the Union. The granting or refusal of all such leaves of absence shall be at the discretion of the employer and shall be made in writing to the employee concerned. A claim that the Employer withheld permission without reasonable cause may be made the subject of a grievance and processed accordingly. Any leave of absence granted in conjunction with the employee's vacation will be deemed to follow the vacation period.

19.02 Employees with over five (5) years' service may request a two (2) week unpaid leave of absence every two (2) years. Such requests shall be granted by the Employer.

19.03 The Employer agrees to grant a written leave of absence for a period of not more than twelve (12) months to any employee who is elected or appointed to a position within the International or Local Union. If such duties require them to have a leave of absence from their Employer's duties on a full-time basis, the employee will give reasonable notice, The parties agree that this provision will not apply to more than two (2) employees in any calendar year.

19.04 (a) In the case of pregnant female employees, leave of absence will be granted without loss of seniority for such persons, provided such employee shall return to work not more than seventeen (17) weeks following the birth of the child.

5/17
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(b) An employee shall be permitted to return to work within a period of six (6) weeks after the birth of the child if, in the written opinion of a duly qualified medical practitioner she **is able** to return to work.

(c) The Employer reserves the right to determine the time upon which a pregnant employee shall be required to commence a leave of absence, if the duties of her position cannot be reasonably performed or if the employee's work is materially affected by the pregnancy.

19.05 An Arbitration Board dealing with a grievance involving discharge or loss of seniority of an employee resulting from an absence caused by a Court conviction (where the Employer has refused a grant of leave of absence for such conviction) shall have the power to **re-instate** the employee with the full seniority rights or by any other arrangement which is just in its opinion, In determining this question, the Board shall consider the nature of the offence for which the employee was convicted, the duration of the conviction, the length of service of the employee and their work record.

ARTICLE 20 - UNIFORMS, TOOLS

20.01 Uniforms, Freezer Coats and Rubber Aprons, which the Employer requires shall be furnished to the employee by the Employer without charge. Laundering of such garments shall be paid for by the Employer.

20.02 The Employer will furnish the necessary tools and pay for sharpening same.

20.03 The Employer agrees that Carry-out Coats, Receiving Coats and Freezer Coats will be adequately provided. The Employer will provide a safe and sanitary place for the storing of employees' garments.

ARTICLE 21 - COMPENSATION

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

ARTICLE 22 - GRIEVANCE AND ARBITRATION

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

22.02 Any employees believing that they have been unjustly dealt with or that the provisions of this Agreement have not been complied with, shall have the right to place such grievances in the hands of the Union for review and adjustment by the Employer, if necessary. Such grievances shall be processed as **follows:-**

Step One:

Between the employee concerned, the Union representative and the Manager. The grievance must be filed within eighteen (18) working days after the event giving rise to the grievance occurs and within this period of time it shall be discussed at this step. The manager shall give an oral decision within four (4) working days from the

date the discussion took place. If the Union wishes to appeal the next Step, the grievance shall be reduced to writing and shall contain the provision of the Agreement which has been allegedly violated. Notice of appeal shall be filed with the Store Manager within six (6) working days from the Store Manager's oral decision.

Step Two:

Between the employee concerned, the Union representative, the Manager, the District Supervisor and/or their delegates. The discussion at this Step shall be held within seven (7) working days of the date of the appeal. The decision of the Employer at this Step shall be in writing and be made within four (4) working days of the date of the meeting. Should the Union wish to appeal, such notice of appeal must be in writing with the Head Office of the Employer within one (1) week of the decision of the Employer at STEP TWO.

Step Three:

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

22.03 In the case of a dismissal, a grievance may be filed by an employee who feels he was unjustly dealt with. Such a grievance must be filed within five (5) working days from the date of dismissal and commence at STEP TWO.

In any subsequent disposal of this case during the grievance procedure, the Employer may ~~re-instate~~ the employee with full back pay, suspend the employee for a definite period or sustain the discharge.

22.04 Grievances concerning rates shall be handled in accordance with the above procedure and the disposition of such grievances, if sustained, shall include the determination of the effective date of the increase with ~~retro-activity~~ thereto.

22.05 The Employer or the Union may file grievances commencing at STEP THREE. If an Arbitration Board finds that the Employer or the Union has violated the Collective Agreement, it shall have the power to award compensation to the Employer or any employee affected by the violation.

22.06 (a) Failing settlement under the foregoing procedure, such grievance may be submitted to Arbitration as hereinafter provided and if no written request for Arbitration is received which is post-marked within thirty-one (31) days after the decision under STEP THREE is given, it shall be deemed to have been abandoned.

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

22.07 Arbitration

Should the grievance involve the misinterpretation or alleged violation of the Agreement, either party may be free to appeal to Arbitration from STEP THREE within thirty-one (31) days from the date the decision was given at that Step. The party requesting Arbitration shall advise the other party in writing of its request, together with

a statement as to the issue to be arbitrated and shall include in its notice the name and address of its nominee to a Board of Arbitration. The other party shall within one (1) week of its receipt of the notice nominate its member to the Board of Arbitration and so advise the other party.

If the two nominees are unable to agree upon the choice of a third member to act as Chairman, the Minister of Labour for the Province of Ontario shall be requested to appoint a Chairman. The Board shall hear their dispute and the decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman governs and shall be final and binding upon the parties.

The Board of Arbitration shall not have any jurisdiction to alter or modify any of the provisions of this Agreement, nor to substitute any new provisions in lieu thereof, nor to make any decisions inconsistent with the terms and provisions of this Agreement.

Each of the parties hereto will bear the expenses of the nominee appointed by it and will share equally the expenses of the Chairman of the Board of Arbitration.

The parties may mutually agree that a single Arbitrator shall 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 this Agreement.

22.08 The parties agree that an Arbitration Board shall have the power to award compensation or damages to any party who, or employee who is dealt with contrary to the provisions of this Agreement.

22.09 (a) All disciplinary warnings or reprimands which are placed in an employee's record and all notices of demotion for cause, discharge or suspension, shall be in writing and shall contain the reason for the warning, reprimand, suspension or discharge. One copy shall be given to the employee and one copy shall be given to the Union Office within seven (7) days of the incident giving rise thereto.

(b) A disciplinary warning or reprimand which is not in writing shall not be adduced in evidence against an employee in any subsequent disciplinary proceeding in which the employee is involved.

(c) Disciplinary warnings and/or reprimands, which **pre-date** a disciplinary action by more than one (1) year shall not be adduced in evidence against an employee in any subsequent disciplinary proceedings in which the employee is involved.

ARTICLE 23 - WAGES

23.01 (a) Effective October 28th, 1990, all existing full-time employees, who were on the payroll as of the date of ratification and are still on the payroll and new full-time employees will receive a one dollar (\$1.00) per hour wage increase. This one dollar (\$1.00) will be pro-rated on the existing progressions for full-time.

(b) The job classification of Assistant Store Manager effective the date of ratification will receive a thirty-five (35) cent per hour wage increase. ✓

(c) The following schedule of job classifications and rates of pay for all full-time regular employees covered by this Agreement, shall be effective until June 30, 1991:-

Assistant Manager (Store Volume)	Volume Range	Hourly	Weekly
0 - 53,240	1	\$18.21	\$673.77
53,241 - 73,205	2	18.28	676.36
73,206 - 99,825	3	18.44	682.28
99,826 - 133,100	4	18.61	688.57
Over 133,101	5	18.77	694.49

Produce Manager (Department Volume)	Volume Range	Hourly	Weekly
0 - 6,050	1	\$17.86	\$660.82
6,051 - 8,250	2	17.93	663.41
8,251 - 11,000	3	18.09	669.33
11,001 - 16,500	4	18.26	675.62
Over 16,501	5	18.42	681.54

Floral Manager (Department Volume)	Volume Range	Hourly	Weekly
0 - 8,250	1	\$16.53	\$604.95
8,251 - 11,000	2	16.65	616.05
11,001 - 13,750	3	16.95	627.15
Over 13,751	4	17.25	638.25

Meat Manager (Department Volume)	Volume Range	Hourly	Weekly
0 - 11,979	1	\$18.38	\$680.06
11,980 - 16,638	2	18.61	688.57
16,639 - 23,958	3	18.94	700.78
23,959 - 31,944	4	19.10	706.70
Over 31,945	5	19.27	712.99

Service Department Manager (Department Volume)	Volume Range	Hourly	Weekly
0 - 8,470	1	18.61	688.57
8,471 - 13,310	2	18.94	700.78
13,311 - 18,150	3	19.10	706.70
Over 18,151	4	19.27	712.99

Customer Service Manager (Store Volume)	Volume Range	Hourly	Weekly
0 - 99,825	1	\$17.14	\$634.18
99,826 - 151,250	2	17.35	641.95
151,251 - 211,750	3	17.72	655.64
Over 211,751	4	18.09	669.33

Assistant Meat Manager

(Department Volume)

11,979 - 21,780	1	\$17.57	\$650.09
21,781 - 29,040	2	17.77	657.49
Over 29,041	3	17.98	665.26

Bakery Manager

(Department Manager)

0 - 5,500	1	\$18.61	\$688.57
5,501 - 8,250	2	18.94	700.78
8,251 - 12,100	3	19.10	706.70
Over 12,101	4	19.27	712.99

Receiver (Days)	16.84	623.08
Receiver (Nights)	17.64	652.68
Night Crew Chief	18.62	688.94
Lead Hand Baker (Days)	17.44	645.28
Lead Hand Baker (Nights)	17.97	664.89
Garden Centre Manager	18.42	701.54
Junior Produce Manager	18.09	669.33
Second Customer Service Manager	17.35	641.95
Grocery Manager	18.09	669.33

(c) The following schedule of job classifications and rates of pay for all other full-time regular employees covered by this Agreement, shall be effective as of May 1, 1990:-

	Grocery-Produce Clerk (Days)		Grocery-Produce Clerk (Nights)	
	Hourly	Weekly	Hourly	Weekly
	start	\$9.57	\$354.09	\$10.37
6 months	11.30	418.10	12.10	447.70
12 months	13.03	482.11	13.83	511.71
18 months	14.76	546.12	15.56	575.72
24 months	16.49	610.13	17.29	639.73

	Baker (Days) Baker-Decorator		Baker (Nights) Baker-Decorator	
	Hourly	Weekly	Hourly	Weekly
	start	\$9.53	\$352.61	\$10.33
6 months	11.01	407.37	11.81	436.97
12 months	12.49	462.13	13.29	491.73
18 months	13.97	516.89	14.77	546.49
24 months	15.45	571.65	16.25	601.25
30 months	16.91	625.67	17.71	655.27

Apprentice Baker					
Year I	\$10.15	\$375.55			
Year II	\$11.84	\$438.08			
Year III	\$13.53	\$500.61			
Year IV	\$15.22	\$563.14			
Year V	\$16.91	\$625.67			
		Meat Cutter (Days)		Meat Cutter (Nights)	
	Hourly	Weekly	Hourly	Weekly	
start	\$9.53	\$352.61	\$10.33	\$382.21	
6 months	11.38	421.06	12.18	450.66	
12 months	13.23	489.51	14.03	519.11	
18 months	15.08	557.96	15.88	587.56	
24 months	16.91	625.67	17.71	655.27	
		Porter (Days)		Porter (Nights)	
start	\$9.63	\$356.31	\$10.43	\$385.91	
6 months	12.75	471.75	13.58	501.35	
12 months	15.86	586.82	16.66	616.42	
		Cashier, Service Clerk, Meat Clerk and Wrapper		Decorator	
start	\$9.16	\$338.92	\$9.06	\$335.22	
6 months	11.41	422.17	11.39	421.06	
12 months	13.66	505.42	13.72	506.90	
18 months	15.91	588.67	16.03	593.11	

23.02 (a) Effective June 30th, 1991 all existing full-time employees, who were on the payroll as of the date of ratification and are still on the payroll and new full-time employees will receive a one dollar (\$1.00) per hour wage increase. This one dollar (\$1.00) increase will be pro-rated on the existing progression for full-time.

(b) The following schedule of job classifications and rates of pay for all full-time regular employees covered by this Agreement shall be effective as of June 30, 1991:

Assistant Manager Volume Range (Store Volume)		Hourly	Weekly
0 - 53,240	1	\$19.21	\$710.77
53,241 - 73,205	2	19.28	713.36
73,206 - 99,825	3	19.44	719.28
99,826 - 133,100	4	19.61	725.57
Over 133,101	5	19.77	731.49

Produce Manager

(Department Volume)

0 - 6,050	1	\$18.86	\$697.82
6,051 - 8,250	2	18.93	700.41
8,251 - 11,000	3	19.09	706.33
11,001 - 16,500	4	19.26	712.62
Over 16,501	5	19.42	718.54

Floral Manager

(Department Volume)

0 - 8,250	1	\$17.53	\$641.95
8,251 - 11,000	2	17.65	653.05
11,001 - 13,750	3	17.95	664.15
Over 13,751	4	18.25	675.25

Meat Manager

(Department Volume)

0 - 11,979	1	\$19.38	\$717.06
11,980 - 16,638	2	19.61	725.57
16,639 - 23,958	3	19.94	737.78
23,959 - 31,944	4	20.10	743.70
Over 31,945	5	20.27	749.99

Service Department Manager

(Department Volume)

0 - 8,470	1	\$19.61	\$725.57
8,471 - 13,310	2	19.94	737.78
13,311 - 18,150	3	20.10	743.70
Over 18,151	4	20.27	749.99

Customer Service Manager

(Store Volume)

	Volume Range	Hourly	Weekly
0 - 99,825	1	\$18.14	\$671.18
99,826 - 151,250	2	18.35	678.95
151,251 - 211,750	3	18.72	692.64
Over 211,751	4	19.09	706.33

Assistant Meat Manager

(Department Volume)

11,979 - 21,780	1	\$18.57	\$687.09
21,781 - 29,040	2	18.77	694.49
Over 29,041	3	18.98	702.26

Bakery Manager

(Department Volume)

0 - 5,500		\$19.61	\$725.57
5,501 - 8,250		19.94	737.78

8,251 - 12,100	20.10	743.70
Over 12,101	20.27	749.99
Receiver (Days)	17.84	660.08
Receiver (Nights)	18.64	689.68
Night Crew Chief	19.62	725.94
Lead Hand Baker (Days)	18.44	682.28
Lead Hand Baker (Nights)	18.97	701.89
Garden Centre Manager	19.42	738.54
Junior Produce Manager	19.09	706.33
Second Customer Service Manager	18.35	678.95
Grocery Manager	19.09	706.33

(c) The following schedule of job classifications and rates of pay for all other full-time regular employees covered by this Agreement, shall be effective as of June 30, 1991:

	Grocery Produce Clerk (Days)		Grocery Produce Clerk (Nights)	
	Hourly	Weekly	Hourly	Weekly
start	\$10.07	\$372.59	\$10.87	\$402.19
6 months	11.93	491.41	12.73	471.01
12 months	13.79	510.23	14.59	539.83
18 months	15.65	579.05	16.45	608.65
24 months	17.49	647.13	18.29	676.73

	Baker (Days) Baker Decorator		Baker (Nights) Baker Decorator	
	start	\$10.03	\$352.61	\$10.83
6 months	11.61	429.57	12.41	459.17
12 months	13.19	488.03	13.99	517.63
18 months	14.77	546.49	15.57	576.09
24 months	16.35	604.95	17.15	634.55
30 months	17.91	622.67	18.71	692.27

	Apprentice Baker	
Year I	\$10.75	\$397.75
Year II	\$12.54	\$463.98
Year III	\$14.33	\$530.21
Year IV	\$16.12	\$596.44
Year V	\$17.91	\$662.67

	Meat Cutter (Days)		Meat Cutter (Nights)	
	start	\$10.03	\$371.11	\$11.33
6 months	12.00	444.00	12.81	473.97
12 months	13.97	516.89	14.29	528.73
18 months	15.94	589.78	15.77	583.49
24 months	17.91	662.67	17.25	638.25

	Porter (Days)		Porter (Nights)	
start	\$10.13	\$374.81	\$10.93	\$404.41
6 months	13.50	499.50	14.30	529.10
12 months	16.86	623.82	17.66	653.42
	Cashier, Service Clerk			
	Meat Clerk and Wrapper		Decorator.	
	Hourly	Weekly	Hourly	Weekly
start	\$9.66	\$357.42	\$9.56	\$353.72
6 months	12.08	446.96	12.05	445.85
12 months	14.50	536.50	14.54	537.98
18 months	16.91	625.67	17.03	630.11

23.03 (a) Wage adjustments under the automatic progression schedule shall be made quarterly for each employee, where appropriate, on the first full pay week of January, April, July and October. Where a new employee commences work or an employee is promoted within a quarter, they shall immediately receive the appropriate start rate for the position and they shall then qualify for their first adjustment at the end of the quarter, provided however, they commence work or are promoted prior to the middle (15th) of the second month within the quarter. Should they commence work or are promoted after the 15th of the second month, they shall immediately receive the appropriate start rate for the position and then they shall receive their first quarterly adjustment at the end of the succeeding quarter. To qualify for the quarterly adjustments in wages as set out herein, the employee must have been paid for at least two hundred and eighty (280) hours within the said quarter.

(b) Wage adjustments under the automatic progression schedule shall be made half-yearly for each employee, where appropriate, on the first full pay week of January, April, July and October. Where a new employee commences work or an employee is promoted within the quarter, they shall immediately receive the appropriate start rate for the position and they then shall qualify for their first adjustment at the end of the succeeding quarter, provided, however, they commence work or are promoted prior to the middle (15th) of the second month within the quarter. Should they commence work or are promoted after the 15th of the second month, they shall immediately receive the appropriate start rate for the position and they shall receive their first adjustment at the end of the second succeeding quarter. To qualify for the half-yearly adjustment in wages as set out herein, the employee must have been paid for at least five hundred and sixty (560) hours within the said half year.

23.04 The Employer agrees that there shall be a Junior Produce Manager in those Produce Departments whose fifty-two (52) week average departmental sales volume is in excess of \$11,000.00.

23.05 The Employer agrees that there shall be a Second Customer Service Manager in those stores whose fifty two (52) week average sales volume is in excess of \$121,000.00.

23.06 The Employer agrees that there shall be a Receiver in stores whose fifty-two (52) week average sales volume is in excess of \$110,000.00.

23.07 A Receiver (Nights) will be required in those stores where the volume is \$121,000.00 and over per week and where there is a Night Crew and where there are Night Wholesale deliveries, or if there are no night wholesale deliveries where the receiving is done at night at least fifty percent (50%) of the work week.

23.08 It is agreed that no Key Positions, other than an Assistant Manager, a Customer Service Manager, a Produce Manager and a Junior Produce Manager will be required in a No Frills store.

In a No Frills store which has a Bakery Department, it shall be staffed with only a Bakery Department Manager.

23.09 Subject to the provisions of this paragraph, there shall be a Cost of Living adjustment to the standard hourly rates of the employees covered by this Agreement. All adjustments shall be incorporated into the standard hourly rates and shall be made quarter annually on the Monday closest to the first days of November, February, May and August, based on the Consumer Price Index for Canada (1971 = 100), published by Statistics Canada.

The basic Consumer Price Index upon which this paragraph has been based is 257.3 (being the Consumer Price Index for April 1982, published in May 1982).

It is agreed that an increase or decrease of 0.5 in the Index reflects an increase or decrease of one cent (1¢) per hour.

It is further agreed by the Union and the Employer that the standard hourly rates as set forth in this Article 23 shall not be adjusted downward by virtue of this provision and that the maximum hourly adjustments resulting from fluctuations in the Consumer Price Index shall be limited to fifteen cents (15¢) per hour during the period from April 29, 1990 to April 30th, 1991 and to fifteen cents (15¢) per hour during the period from May 1st, 1991 to May 2nd, 1992.

Notwithstanding this provision, there will be no Cost of Living adjustment during the lifetime of this Agreement expiring May 2, 1992.

ARTICLE 24 - REST PERIODS

24.01 Employees shall be scheduled for a fifteen (15) minute rest period as near as possible to the middle of each half shift, allowing a minimum of one (1) hour after operate for exigencies of the business of the Employer.

ARTICLE 25 - CO-OPERATION

25.01 (a) The Union shall be notified in writing of all Company Rules and regulations covering those covered by this Agreement.

(b) The Union agrees to co-operate with' the Employer in maintaining and improving safe working conditions and practices, improving the cleanliness and good housekeeping of the store and caring for equipment and machinery,

ARTICLE 26 - REST ROOMS AND LUNCH ROOMS

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

ARTICLE 27 - TRAINING

27.01 Bargaining unit members, who are being considered for positions excluded from the bargaining unit, may work in departments, stores and divisions other than their own, for a period not to exceed three (3) months, for training purposes. This training period may be extended by mutual agreement between the parties.

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ARTICLE 28 - INSURANCE AND HOSPITALIZATION

28.01 The Employer is responsible for the administration and application of any Insurance Policy established in order to provide the above mentioned and any difference arising with respect thereto will be disposed of in accordance with the grievance and arbitration provisions of this Agreement.

28.02 Ontario Health Insurance Plan

The Employer agrees to reimburse three hundred and fifty dollars (\$350.00) annually to employees who are residents of Quebec and work in Ontario. The three hundred and fifty dollars (\$350.00) is in lieu of O.H.I.P. premiums,

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28.03 Semi-private **Hospitalization**

The Employer agrees to pay the full cost of semi-private hospitalization for all full-time permanent employees and for their eligible dependents. Eligible dependents shall include the spouse and dependent children from birth to twenty-one (21) years of age and dependent children who are mentally or physically infirm to any age, of an employee.

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28.04 Life Insurance

The Employer will pay the full premium for Group Life Insurance in the amount of \$40,000.00 for all full-time permanent employees. This is in addition to the Accidental Death and Dismemberment benefit which is payable in accordance with the Plan Policy.

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28.05 Weekly Indemnity

The Employer agrees to provide a Weekly Indemnity benefit on a 1-4-26 basis, subject to the provisions of the Plan, in accordance with the following schedule:-

Length of Service	Weekly Indemnity
First of the month following date of hire but less than three (3) years;	75% of the employee's rate as of the date of disability;
More than three (3) years.	85% of the employee's rate as of the date of disability.

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28.06 **SickLeave**

The Employer agrees to grant up to twelve (12) days' sick leave during each calendar year for the term of this Agreement at one hundred percent (100%) of basic daily pay.

Such sick leave shall be non-cumulative. The leave shall be granted up to the aforesaid limits for working days missed because of sickness. No medical certificate is necessary unless required by the Employer.

The coverage shall commence on the completion of six (6) months of continuous full-time employment with the Employer.

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28.07 Ambulance Expense Insurance

The Employer agrees to provide coverage for employees and their eligible

dependents should they incur expense in respect to the use of a hospital or professional motor car ambulance. Eligible dependents shall include the spouse and dependent children from birth to twenty-one (21) years of age and dependent children who are mentally or physically infirm to any age, of an employee.

(i) Payment will be made only in respect of a disability where hospital confinement is required and only if the insurer is satisfied that the physical condition of the individual precludes the use of other means of transportation.

28.08 The coverages in 28.02, 28.03, 28.04, 28.05 and 28.07 above for each employee and eligible dependents shall commence the first of the month following the termination of the probationary period for new employees.

28.09 Long-term Disability

The Employer agrees to pay the full cost of the Long-term Disability Insurance Plan which, in the event of total disability, will provide employees with the sixty-six percent (66%) of base earnings, beginning with the 27th week of disability. The Plan provides that an employee will be deemed to be disabled if unable to follow his own occupation during the first two (2) years of disability. After two (2) years, the employee must be unable to follow any occupation for which he is suited by reason of training, education or experience.

The amount of the monthly benefit payable with respect to a particular disability of an insured employee shall be based on the hourly rate in effect for the employee on the date of commencement of that disability.

The benefit will cease on the earliest of the following dates:-

- (i) The date the employee ceases to be totally disabled;
- (ii) When the employee attains normal retirement age;
- (iii) On death prior to normal retirement.

If the monthly income from all income replacement sources, payable because of this disability during a period when the employee is receiving this benefit, exceeds seventy-one percent (71%) of his average earned monthly income during the two (2) year period immediately preceding total disability, payment under this benefit will be reduced so that income from all sources does not exceed seventy-one percent (71%) of such earned monthly income.

This plan applies to employees with over one (1) year of continuous full-time employment with the Employer, provided the employee has attained age eighteen (18) and has not attained normal retirement age.

The maximum monthly benefit for L.T.D. is \$1,516.00 per month.

28.10 Prescription Drug Plan

The Prescription Drug Plan will be paid for by the Employer, covering the cost less a deductible of fifty cents (50¢) per prescription of all prescriptions for employees who have completed three (3) months of continuous service and their eligible dependents. Eligible dependents shall include the spouse and dependent children from birth to twenty-one (21) years of age and dependent children who are mentally or physically infirm to any age, of an employee.

The prescriptions are to be filled at a participating Drug Store where such store is readily accessible. If the prescription is filled at a participating Drug Store, the employee shall pay the first fifty cents (50¢) and the participating Drug Store shall bill the

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Employer for the balance. If the prescription is filled elsewhere, the employee shall pay for the prescription and send the receipted invoice, along with a signed claim form, to the Employer's Head Office for reimbursement of the non-deductible amount within ninety (90) days of the date of purchase.

28.11 Dental Expense Insurance

The Employer agrees to provide a basic Dental Plan for full-time employees and their eligible dependents. Eligible dependents shall include the spouse and dependent children from birth to twenty-one (21) years of age and dependent children who are mentally or physically infirm to any age, of an employee. This Plan will reimburse the employee for one hundred percent (100%) of covered Class "A" expenses and ninety percent (90%) of covered Class "B" expenses, subject to the provisions of the Plan and subject to an annual maximum of \$1,000.00 re-imbusement up to the Provincial Dental Association's Schedule of Fees, and after satisfying a deductible of fifty dollars (\$50.00) for each treatment plan, fifty percent (50%) of covered Class "C" expenses, subject to the Plan and subject to a lifetime maximum of \$1,000.00.

All full-time employees will be eligible for this coverage on the first day of the month following three (3) months of continuous full-time employment. Claims must be submitted within ninety (90) days of the date of billing from the dentist.

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28.12 Survivor Income Benefit

A full-time employee with eligible dependents is eligible for insurance and shall be insured on the first day of the month next following the later of:

- (i) six (6) months' continuous full-time employment with the Employer; or
- (ii) the date on which the employee acquires an eligible dependent.

Where a single employee marries, the insurer shall require the employee to submit evidence of health. Where such evidence of health is not satisfactory to the insurer, the effective date of coverage for such employee shall be the first day of the month following the first anniversary of the marriage.

Eligible dependent shall mean:-

- (i) the spouse of an employee, except for a spouse who is both estranged from the employee and not dependent on him/her for support; and
- (ii) any dependent child of a married employee or of a widowed, widowered or divorced employee, including a stepchild or legally adopted child, who has not attained age eighteen (18).

The insurance for an insured employee who becomes totally disabled before normal retirement age, will be continued without payment of premiums during the continuance of total disability until the employee recovers or attains normal retirement age. The insurer shall reserve the right to require the employee to submit to physical examination by physicians designated by it. Total disability means continuous disability which, during the first two (2) years of total disablement prevents an employee from performing any and every duty pertaining to the employee's own occupation and thereafter from engaging in any occupation for which the employee is fitted through education, training or experience.

The coverage shall terminate at the earliest of the following dates:-

- (i) the 15th day following the date of termination of employment with the Employer;
- (ii) the date of the employee's retirement or early retirement Pension under the Employer's Pension Plan;

- (iii) the date on which the employee attains normal retirement age;
- (iv) the date on which the employee ceases to have any eligible dependents;
- (v) the date of **re-marriage** of a surviving spouse.

On the death of an insured employee, a monthly benefit will be payable to his/her spouse and/or children under the age of eighteen (18). This benefit will be payable until the later of:-

- (i) the date of death or **re-marriage** of the spouse;
or
- (ii) the date on which the youngest eligible child attains age eighteen (18).

The amount of the monthly benefit, subject to the last paragraph in this Article 28.12 will be one-twelfth (1/12) of the greatest of:-

- (i) \$600.00; or
- (ii) 20% of the employee's average annual basic earnings during the **three (3)** years immediately prior to the employee's death; or
- (iii) 66-2/3% of the total annual Company retirement Pension Benefit which the employee has accrued to the date of the employee's death.

In the event of the **re-marriage** of the surviving spouse with no eligible children under the age of eighteen (18), the benefit shall cease. In the event of the re-marriage of a surviving spouse with eligible children under the age of eighteen (18), the benefit shall be reduced to fifty percent (50%) of the previous amount and be payable until the youngest surviving child attains age eighteen (18).

The maximum monthly benefit payable will be \$700.00 per month.

28.13 Optical Plan

Definitions

In this benefit,

- (a) "Optometrist" means a member of the Canadian Association of Optometrists or of any Provincial Association associated therewith;
- (b) "Physician" means a person who is legally licensed to practise medicine;
- (c) "Reasonable and customary charges" mean charges which are usually made for the items of expense listed under Eligible Expenses in the absence of insurance, excluding any portion of the charges which exceed the general level of charges in the area where the expense is incurred, except that the charges for eligible expenses incurred outside Canada which are in excess of the level of charges for comparable services rendered in the area in which the Canadian Head Office of the Policyholder is located, will not be considered eligible.

Eligible Expenses

"Eligible Expenses" means reasonable and customary charges for the following items of **expense**:-

- (a) Eye examinations by an Optometrist, but for not more than one examination in a period of twenty-four (24) months (twelve (12) months for a dependent child under age 18), provided benefits are not payable for the examination under any Governmental Medical Care Insurance Plan;

(b) Optical appliances, provided such appliances are necessary for the correction of vision and are prescribed by a Physician or Optometrist, and repairs of such appliances, subject to maximum total eligible expenses of two hundred dollars (\$200.00) during the 24-month period ending on the date an eligible expense for such appliances is incurred,

(c) Optical appliances which prescribed by an Ophthalmologist as a result of a surgical procedure, subject to maximum total lifetime eligible expense of one hundred dollars (\$100.00) for such appliances in respect to any one surgical procedure;

(d) Contact lenses, where an Ophthalmologist certified that such contact lenses are necessary as a result of a surgical procedure or for the treatment of **keratoconus**, and that satisfactory correction of vision cannot be obtained through the use of eye glasses, subject to a maximum total lifetime eligible expense of one hundred and fifty dollars (\$150.00) in respect to any one surgical procedure or for the treatment of **keratoconus**.

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28.14 Co-ordination of Benefits

This provision applies where the spouse **and/or** family of a covered full-time married employee are provided with insurance coverages through the spouse's place of employment. Where such other coverages are provided, the amount of benefit payable under paragraphs 28.02, 28.03, 28.07, 28.10 and 28.11 above, shall be equal to the amount otherwise payable by the Employer less the full amount which would be provided through the spouse's place of employment in the absence of any benefits by the Employer,

ARTICLE 29 - BEREAVEMENT PAY

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

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ARTICLE 30 - PART-TIME HELP

30.01 It is agreed and **recognized** by both the Union and the Employer that the business of the Employer is subject to fluctuations according to the day of the week or month, and time of day, resulting in business peaks. For this reason it is necessary to employ both regular employees (referred to as full-time employees) and part-time employees.

30.02 In view of its responsibilities to its full-time employees, the Employer agrees that they shall receive preference in the matter of available employment and continuity of employment over part-time employees, up to the daily or weekly hours of work.

30.03 Part-time employees working in excess of twenty-four (24) hours a week for six (6) consecutive weeks shall become members of the full-time staff with seniority rights, provided that this shall not apply where work performed by said part-time employee is caused by sickness, accident, leaves of absence or vacations of full-time employees.

The Employer agrees that it will not attempt to break the continuity of such consecutive weeks of work for the purpose of avoiding the employee's transfer to the full-time staff.

ARTICLE 31 - NO STRIKE, NO LOCK-OUT

31.01 There shall be no strike or lock-out during the term of this Agreement. The Employer has the exclusive right to determine what merchandise will be carried in its stores, except that the Employer agrees that in the event of a legal strike in the plant of a supplier, it will not handle merchandise from such plant, provided however, that merchandise that was on the premises of the Employer or in transit to the Employer's premises at the time the legal strike commenced, will be handled. In the event of strikes, lock-outs or similar problems involving suppliers of goods or service, the Employer and the Union agree to meet and discuss such situation as it involves the parties to this Agreement, to endeavour to solve such problems in the best interest of the Employer, the Union and the employees to the best of the abilities of the parties.

ARTICLE 32 - CHRISTMAS BONUS

32.01 The Employer agrees to provide a Christmas Bonus to full-time employees as follows:-

One (1) week's pay to all full-time employees who have been continuously employed by the Employer for more than one (1) year as at December 15th of the current year; or

Three-quarter (3/4) week's pay to all full-time employees who have been continuously employed by the Employer for more than nine (9) months as at December 15th of the current year; or

One-half (1/2) week's pay to all full-time employees who have been continuously employed by the Employer for more than six (6) months as at December 15th of the current year.

ARTICLE 33 - TRANSFERS

33.01 Employees may be transferred within a municipality from one store to another covered by this Agreement, either for the purpose of promoting the welfare of an employee or in the interest of the Employer, without loss of seniority and without regard to seniority under paragraph 15.03 (a) of this Agreement. The Employer agrees to give full consideration to an employee's place of residence when transferring an employee within a municipality.

It is agreed that transfers of employees between stores are essential to the proper operation of the business and that employees will co-operate with the Employer in this matter, The Employer agrees that, if the employee has good and sufficient reason for not accepting a transfer (within a municipality) they will not be forced to accept the transfer.

33.02 Transfers in excess of sixteen (16) kilometres (ten (10) miles) from store to store shall be on a voluntary basis.

In the event of an inter-urban transfer of an employee, the Company and Union representative will meet and a discussion will take place before the transfer.

Notwithstanding the above, the Company has the right to transfer employees to a maximum of 20 miles (store to store) in the event of a sales reduction in a store or department and/or upon opening a new store.

In the case of a temporary transfer in excess of sixteen (16) kilometres (ten (10) miles) from the home store, the employee shall be paid a transportation allowance at the rate of twenty-four point eight cents (24.8¢) per kilometre (forty cents (40¢) per mile), with a minimum kilometre/mileage re-imbusement of four dollars (\$4.00).

ARTICLE 34 - JURY DUTY PAY

34.01 (a) Employees who are required to serve on a jury shall be compensated for days actually spent on jury duty when they would, otherwise, have been at work.

(b) Employees shall receive the difference between their jury fees and their normal day's pay for that time they would have been regularly employed had they not been serving on the jury. The employee shall be required to report immediately upon being excused or released from jury duty where such reporting is reasonable under the circumstances.

(c) The claim of employees shall be verified by presentation of their jury duty cheque. However, no payment shall be made for any hour for which the employee receives compensation by the Employer for any other reason. Payment shall not be withheld pending submission of the jury duty cheque.

(d) Any employee subpoenaed to attend as a witness on behalf of the Employer or the Crown shall be entitled to the difference between their witness fee and their normal day's pay.

(e) In the event any employee serves on jury duty from Monday through Friday, they will not be required to work on Saturday.

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ARTICLE 35 - FIRST AID KITS

35.01 First Aid Kits shall be provided and maintained in all stores.

ARTICLE 36 - NEW JOB CLASSIFICATIONS

36.01 Should any new job classification become necessary during the term of this Agreement, the parties agree that the rate of pay for such new classification shall be negotiated between them; provided however, that in the event the parties are unable to agree, the employee shall work at what ever rate shall be set by the Employer and the matter shall be submitted to Arbitration as is provided in the grievance procedure and the parties shall abide by the result of the Arbitration.

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ARTICLE 37 - RETRO-ACTIVITY

37.01 No part of this Agreement shall be deemed retro-active unless specifically stated. All provisions contained in this Agreement, unless otherwise specifically stated to be retro-active in nature, are effective as of the date of ratification of this Agreement.

ARTICLE 38 - DURATION OF AGREEMENT

38.01 This Agreement shall become effective as of April 29th, 1990 and shall continue until May 2nd, 1992. It shall continue automatically from year to year thereafter until either party serves written notice on the other party by registered mail within sixty (60) days and not less than thirty (30) days prior to the expiry date. Such notice shall indicate any changes to be negotiated. When such notice has been served by either party bound by this Agreement, the other party shall attempt to commence negotiations within a period

of two (2) weeks from receipt of the notification. All conditions of this Agreement are to remain in force and effect until negotiations are completed and/or conciliation proceedings exhausted.

DATED at Toronto, this d a y o f _____, 1990.

UNION

COMPANY

UNITED FOOD AND
COMMERCIAL WORKERS
UNION, LOCAL **175**
BARRY BAILY
Director

LOBLAWS SUPERMARKETS LIMITED
ROY R. CONLIFFE
Vice President Human Resources
and Industrial Relations

DAN LACROIX
Business Representative

ROGER BUREAU
Senior Vice President
Operations

K. McCARVILL

PAUL DOYLE
Director Industrial Relations

G. McDOWELL

NANCY CASSELMAN
Manager Industrial Relations

D. SIMPSON

APPENDIX "A"

PART-TIME EMPLOYEES**ARTICLE 1 - RECOGNITION**

1.01 (a) The Employer **recognizes** the Union as the exclusive bargaining agent for its employees, except Store Managers and persons above the rank of Store Manager, at its store locations in the Townships of **Nepean** and Gloucester.

(b) A "Full-time Employee" covered by this Agreement (except Appendix "A") shall be an employee who is normally scheduled to work more than twenty-four (24) hours per week.

(c) A "Part-time Employee" covered by Appendix "A" of this Agreement shall be an employee who is normally scheduled to work twenty-four (24) hours or less per week. The conditions of work for part-time employees shall be governed by Appendix "A" of this Agreement.

(d) Any additional **Loblaws Supermarkets Limited** stores opened in the Townships of **Nepean** and Gloucester will be covered by the terms of this Agreement.

ARTICLE 2 - SENIORITY

2.01 After continuing in the employ of the Employer for a period of twenty-two (22) worked days, employees covered by this Appendix shall be deemed to have served their probationary period and then shall be placed on the seniority list for part-time employees.

2.02 (a) Part-time employees shall obtain seniority on a municipal basis for purposes of lay-off and recall and such seniority shall be considered together with the ability of the employee to perform the available work. Part-time employees who are laid off shall retain their rights for recall for a period not exceeding six (6) months.

(b) Part-time employees shall exercise seniority on a store basis for purposes of call-in and scheduling and such seniority shall be considered together with ability and availability. The schedule of daily hours shall be posted not later than Thursday at 3:00 p.m. of the previous week.

(c) Employees are expected to attend work in accordance with their schedule of hours. Employees who are properly scheduled for available hours in accordance with their seniority and who do not attend work as scheduled, shall be subject to disciplinary action.

Disciplinary action will not be taken for absence due to legitimate sickness or accident, approved vacation, bereavement or approved leave of absence.

When unable to report as scheduled, employees must notify the Store Manager, his designate or Head Checker, prior to his starting time, giving the reason why he is unable to report.

Any disciplinary notices relating to the above shall be removed from an employee's work record after one year's duration.

(d) It is agreed that part-time employees will be selected from the existing units in a municipality to work in a No Frills operation, based on their ability and qualifications to perform the required work. The remainder of the existing part-time employees will exercise their seniority in the remaining units.

2.03 In the event of an opening occurring in the full-time staff, employees covered under this Appendix shall receive preference for such full-time position providing they have the necessary seniority, job knowledge and competence.

2.04 Part-time employees will receive preference on the basis of their store seniority for summer vacation relief work, provided they have the ability to perform the job requirements.

2.05 A part-time employee who becomes a full-time employee will not be required to serve the full-time probationary period and will be given seniority credit of fifty percent (50%) of his part-time seniority up to a maximum of one (1) year. He will receive the greater of his part-time rate or the rate which his full-time seniority credit gives him and shall proceed from that point in the full-time wage progression, The normal waiting period shall apply for all full-time Welfare, Insurance and Pension benefits. In the event that the employee has at least five (5) years' seniority at the time of becoming a full-time employee, he shall receive the top rate of his full-time classification,

The Employer agrees that when two (2) part-time employees have the same seniority date, the most qualified employee will be reclassified to full-time,

ARTICLE 3 - LEAVE OF ABSENCE

3.01 A part-time employee may request a reasonable leave of absence from the Store Manager (or District Manager) in writing on the standard leave of absence request form. Such leaves may be granted at the Employer's discretion and permission shall not be unreasonably withheld. During such leaves of absence there shall be no loss of seniority but wage adjustments under the automatic progression schedule shall cease. Under no circumstances, however, shall any such leave of absence continue in excess of six (6) months' duration unless the provisions of Article 3.03 are applicable.

A claim that the Employer withheld permission without reasonable cause may be made the subject of a grievance and processed accordingly.

3.02 Employees with over five (5) years' service may request a two (2) week unpaid leave of absence every two years. Such requests shall be granted by the Employer.

3.03 (a) The Employer agrees to **recognize** the provisions under the Employment Standards Act regarding when a female employee may commence her pregnancy leave.

(b) An employee shall be permitted to return to work within a period of six (6) weeks after the birth of the child if, in the written opinion of a duly qualified medical practitioner, she is able to return to work.

ARTICLE 4 - UNION SECURITY

4.01 (a) It is agreed that all employees covered by this Appendix shall become and remain members of the Union in good standing, as a condition of employment.

(b) New employees shall make an application for membership in the Union at the time of their hiring and shall become and remain members of the Union in good standing, as a condition of employment.

4.02 (a) The Employer shall, during the term of this Agreement, as a condition of employment, deduct from members of the bargaining unit the regular weekly Union Dues, and such Dues shall be remitted to the Union prior to the 15th day of the month following the month in which such deduction is made.

The Employer shall collect Membership Initiation Fees as may be established by the Union and forward the application form and such Fees to the Union with the regular monthly Dues remittance.

(b) The Employer shall notify the Union of new part-time employees' classifications and rates of pay, in addition to terminations, on a monthly basis. Deduction statements shall be documented by location, containing the full name of the employee and his starting date.

The Employer agrees to record the annual Union Dues deductions for each employee on his T4 Form.

4.03 In the event that such weekly Dues are changed during the term of this Agreement, such change must be given to the Employer by notice properly **authorized** by Union officials and shall become effective within one (1) month from the date the notice is received.

4.04 New employees shall be documented and documents forwarded to Head Office within two (2) weeks of hiring.

4.05 Employees having previous comparable part-time supermarket experience may be paid at a lower rate of pay than their experience might call for, but at the end of the probationary period of twenty-two (22) worked days, if continued in employment, the employee will then, if not at the appropriate comparable rate, have the appropriate comparable rate determined **retro-active** to his original part-time starting date and will progress from there in the schedule.

The Employer may or may not **recognize** credit for previous comparable part-time supermarket experience if such employees have been out of the industry for over five (5) years.

4.06 All necessary medical examinations and x-rays as it relates to employment with Loblaw's Supermarkets Limited, required by a Local Board of Health, a Governmental Body or the Employer, shall be paid for by the Employer and conducted on Company time.

ARTICLE 5 - FUNCTIONS OF MANAGEMENT

5.01 The Union agrees that the Employer has the exclusive right and power to manage its business, to direct the working forces and to suspend, discharge or discipline employees for just and sufficient cause, to hire, promote, demote, transfer or lay-off employees, to establish and maintain reasonable rules and regulations covering the operation of the stores, provided however, that any exercise of these rights and powers in conflict with any of the provisions of this Agreement shall be subject to the provisions of the grievance procedure as set out herein.

5.02 Should an adjustment in the part-time work force become necessary during the lifetime of this Collective Agreement as a direct result of the installation of Scanner Cash Register equipment, the Employer and the Union will meet to discuss an equitable solution to the problem at least thirty (30) days prior to the implementation of the adjustment. Such discussion will not impede the Employer's right to initiate the necessary adjustment. The question of the correctness of the Employer's decision may be subject to the decision of a Board of Arbitration or a single Arbitrator under the provisions of Article 16 of this Collective Agreement.

5.03 It is agreed that the direction of the working force shall be at the discretion of the Employer within the terms of this Agreement.

5.04 The Union agrees that the Employer has the exclusive right and power to study or introduce new or improved production and/or handling methods or facilities and the Union agrees to co-operate with the Employer in the installation of any such methods and in the education of its members for the necessity of such changes and improvements. The above rights shall be exercised subject to the provisions of the Grievance Procedure as set forth in this Agreement.

5.05 The parties agree that the foregoing enumeration of Management's rights shall not be deemed to exclude other recognized functions of Management not specifically covered in this Appendix. The Employer, therefore, retains all rights not otherwise specifically covered in this Appendix.

ARTICLE 6 - DISCHARGE AND DISCIPLINE

6.01 No employee shall be discharged or disciplined without just and sufficient cause. The Union agrees to co-operate in correcting inefficiencies of members which might otherwise necessitate discharge. The Employer agrees that whenever an interview is held with an employee relating to any alleged inefficiency or breach of duty which will become part of such employee's record regarding his work or conduct, the store steward or Union representative will be present at such interview. The steward or Union representative will leave the meeting if requested to leave by the employee.

ARTICLE 7 - NO DISCRIMINATION

7.01 The Employer agrees that there will be no discrimination on account of race, colour, creed, national origin, sex, age or membership in the Union.

ARTICLE 8 - UNION PRIVILEGES

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

ARTICLE 9 - HOURS OF WORK

9.01 The regular working day shall consist of up to eight (8) hours for all employees.

9.02 (a) The Employer agrees that all shifts for part-time employees covered by this Appendix shall be four (4) hours in duration.

(b) When an employee works in excess of three (3) hours and during which there is no meal period, the employee shall be entitled to receive a rest period of fifteen (15) minutes.

9.03 Call-in Pay

When an employee is called in to work, such employee shall be guaranteed four (4) hours of work at normal rates, or four (4) hours' pay at normal rates if such work is not available; provided however, that such guarantee shall not apply if there is less than four (4) hours from the time the employee reports for work until the time the store is closed.

ARTICLE 10 - OVERTIME

10.01 (a) Part-time employees shall be paid one and one-half (1 1/2) times their hourly rate for the first two (2) hours worked in excess of eight (8) continuous hours in a day;

(b) Part-time employees shall be paid two (2) times their normal hourly rate for all work performed on Sundays, on Statutory Holidays and all work performed in excess of ten (10) continuous hours in a day;

(c) Double time will be paid for all work performed on a Sunday and on a Statutory Holiday or days celebrated in lieu thereof;

(d) Employees will be expected to work reasonable overtime, however, valid reasons for not working will be accepted,

(e) There will be no duplication of daily and weekly overtime premiums,

(f) Part-time employees shall be paid one and one-half (1 1/2) their hourly wage rate for all work performed in excess of thirty-seven (37) hours in a week.

ARTICLE 11 - STATUTORY HOLIDAYS

11.01 (a) Part-time employees shall be entitled to statutory holiday pay. The following holidays shall be **recognized** as statutory holidays:-

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

11.02 To qualify for pay for a statutory holiday, the employee must have:

(a) three (3) months' service with the Employer;

(b) worked at least thirty-two (32) hours during the four (4) weeks immediately preceding the week in which the statutory holiday occurs;

(c) worked his last scheduled shift preceding and his first scheduled shift following the statutory holiday.

An employee who so qualifies shall receive statutory holiday pay based on his average number of daily hours worked (exclusive of daily overtime) during the four (4) weeks immediately preceding the week during which the statutory holiday occurs, times his standard rate of pay, with a minimum pay-out of six (6) hours.

A part-time employee who does not qualify for statutory holiday pay under the formula set out above, who would qualify under the applicable provision of the Employment Standards Act, shall be deemed to qualify.

11.03 In the event that a statutory holiday falls on a Sunday, the next work day shall be **recognized** and paid as a holiday. In the event that day is also a holiday, the next work day shall be **recognized** and paid as a holiday.

ARTICLE 12 - VACATION PAY

12.01 Part-time employees with less than five (5) years' seniority shall receive a Vacation Pay Allowance of four percent (4%) of their earnings during the previous calendar year, Part-time employees with five (5) or more years of service as of May 1st of the current year shall receive Vacation Pay Allowance of six percent (6%) of their earnings during the previous calendar year. Part-time employees with ten (10) or more years' service as of May 1st of the current year shall receive Vacation Pay Allowance of eight percent (8%).

Such payment shall be made between May 1st and June 30th of the current year.

12.02 Part-time employees will be required to submit their vacation intentions by April 1st each year.

ARTICLE 13 - UNIFORMS AND TOOLS

13.01 Uniforms, Freezer Coats, Receiving Coats, Carry-out Coats and Rubber Aprons which the Employer requires shall be furnished by the Employer without charge. Laundering of such garments shall be paid for by the Employer. The Employer will furnish the necessary tools and pay for sharpening same. Under no circumstances are the uniforms and tools to be removed from the premises overnight. The Employer will provide a safe and sanitary place for the storage of employees' garments.

ARTICLE 14 - WORKER'S COMPENSATION

14.01 The Employer agrees to provide his employees with standard Workers' Compensation coverage.

ARTICLE 15 - SHOP STEWARDS

15.01 The Union shall have the right to designate one (1) shop steward in each store. The Employer will be informed of the names of the stewards.

ARTICLE 16 - GRIEVANCE AND ARBITRATION

16.01 Grievances shall be settled in accordance with Article 22 of this Agreement.

ARTICLE 17 - WAGES

17.01 (a) All part-time employees on the payroll as of the date of ratification (October 28, 1990) shall receive a general increase of \$1.00 per hour retroactive to April 30, 1990 on all paid hours.

(b) Employees hired subsequent to the date of ratification shall progress in the following wage progressions but will not be entitled to the general increase on June 30, 1991, and December 29, 1991.

start	* 6.15
6 months	6.65
12 months . . . *	* 7.20
18 months	7.70
24 months	8.20
30 months	8.85
36 months	9.65
42 months	11.00
48 months	13.16

(c) All part-time employees who were employed prior to the date of ratification, shall receive a general increase of forty cents (40¢) effective June 30, 1991 and a further general increase of forty cents (40¢) effective December 29, 1991.

Effective June 30, 1991:-

start	6.15
6 months	6.65
12 months . . . *	* 7.20
18 months	7.70
24 months	* 8.20
30 months	8.85
36 months	9.65
42 months	11.00
48 months	13.56

Effective December 29, 1991:-

start	6.15
6 months	6.65
12 months	7.20
18 months . . . *	* 7.70
24 months	8.20
30 months	8.85
36 months	9.65
42 months	11.00
48 months	13.96

Part-time employees hired after date of ratification must work a minimum of one hundred and twenty (120) hours in the previous six (6) months to progress to the next wage level.

17.02 (a) Wage adjustments under the automatic progression schedule shall be made half-yearly for each employee, where appropriate, on the first full pay week of January, April, July and October. Where a new employee commences work or an employee is promoted within the quarter, they shall immediately receive the appropriate start rate for the position and they shall qualify for their first adjustment at the end of the succeeding quarter, provided however, they commence work or are promoted prior to the middle (15th) of the second month within the quarter. Should they commence work or be

promoted after the 15th of the second month, they shall immediately receive the appropriate start rate for the position and they then shall immediately receive their first adjustment at the end of the second succeeding quarter.

17.03 (a) When the Employer pays a new employee more than the starting rate in his classification, such employee shall (for the purpose of wage progression only) receive quarterly increases in accordance with the wage schedule and be deemed to have the appropriate service.

(b) Employees who are receiving rates of pay in excess of the rates set out in the wage schedules mentioned above, shall receive the general increases as set forth in paragraph 17.01 (a) and (b) of this Appendix.

(c) No wage currently enjoyed by an employee which is in excess of the rate set out in the wage schedules or above herein shall be reduced during the lifetime of the Agreement, provided the employee can fulfill the normal requirements of the job efficiently.

(d) When working in excess of twenty-four (24) hours in any week, part-time employees shall receive forty cents (40¢) per hour over their normal hourly rate for all hours worked. Senior part-time employees will be granted first preference to work in excess of twenty-four (24) hours in any week, provided they are able to perform the available work.

17.04 Subject to the provisions of this paragraph, there shall be a Cost of Living adjustment to the standard hourly rates of the employees covered by this Appendix. All adjustments shall be incorporated into the standard hourly rates and shall be made quarterly annually on the Monday closest to the first days of November, February, May and August, based on the Consumer Price Index for Canada (1971 = 100), published by Statistics Canada.

The basic Consumer Price Index upon which this paragraph has been based is 257.3 (being the Consumer Price Index for April 1982, published in May 1982).

It is agreed that an increase or decrease of 0.5 in the Index reflects an increase or decrease of one cent (1¢) per hour.

It is further agreed by the Union and the Employer that the standard hourly rates as set forth in this Article 17 shall not be adjusted downward by virtue of this provision and that the maximum hourly adjustments resulting from fluctuations in the Consumer Price Index shall be limited to fifteen cents (15¢) per hour during the period from April 29, 1990 to April 30th, 1991 and to fifteen cents (15¢) per hour during the period from May 1st, 1991 to May 2nd, 1992.

Notwithstanding this provision, there will be no Cost of Living adjustment during the lifetime of this Agreement expiring May 2, 1992.

17.05 A night shift premium of eighty cents (80¢) per hour shall be paid to part-time employees who work on a night shift (as defined in Article 15 of the Full-time Agreement).

17.06 Work schedules for all part-time employees shall be posted on Friday afternoon for the following week, provided it is understood that such posting does not constitute any guarantee of work.

ARTICLE 18 - REST AND LUNCH PERIODS

18.01 Employees covered by this Appendix shall be entitled to one fifteen (15) minute rest period for each consecutive three (3) hour period worked. Each rest period shall occur at approximately the mid-point of each three (3) hour period and no earlier than one (1) hour after the starting time or the resumption of work after a dinner period.

ARTICLE 19 - WORKING CONDITIONS

19.01 The Union will co-operate with the Employer in maintaining good working conditions.

19.02 The Employer agrees that it will not change conditions of employment or working conditions as a result of the signing of this Agreement.

19.03 The Employer agrees that the current method of recording time worked will continue.

ARTICLE 20 - REST ROOMS

20.01 Adequate rest rooms shall be provided and kept in a sanitary condition. The employees shall co-operate with the Employer in keeping the rest rooms in a clean and sanitary condition.

ARTICLE 21 - NO STRIKES OR LOCK-OUTS

21.01 There shall be no strike or lock-out during the term of this Agreement. The Employer has the exclusive right to determine what merchandise will be carried in its stores, except that the Employer agrees that in the event of a legal strike in the plant of a supplier it will not handle merchandise from such plant, provided however, that the merchandise that was on the premises of the Employer or in transit to the Employer's premises at the time such legal strike commenced, will be handled. In the event of strikes, lock-outs or other similar problems involving suppliers of goods or service, the Employer and the Union agree to meet and discuss such situation as it involves the parties to this Agreement to endeavour to solve such problems in the best interest of the Employer, the Union and the employees to the best of the ability of the parties.

ARTICLE 22 . SPLIT SHIFT

22.01 (a) All employees covered by this Appendix, who work eight (8) hours or more in any one day shall be entitled to a one (1) hour dinner period without pay.

(b) Each part-time employee working a daily shift similar to the full-time employees shall have one (1) hour off for lunch, to be taken approximately at the mid-point of the employee's shift.

22.02 There shall be no split shift except for the dinner period of one (1) hour for these persons. Employees working more than four (4) hours and less than eight (8) hours will be entitled to one-half (1/2) hour lunch period without pay, following the completion of five (5) hours' work.

22.03 Employees covered by this Appendix, scheduled to work eight (8) hours per day and a portion of that shift is scheduled after 6:00 p.m. for customer shopping

convenience, will be paid two dollars and fifty cents (\$2.50) supper bonus for each evening so worked.

ARTICLE 23 - CHRISTMAS BONUS

23.01 The Employer agrees to provide a Christmas Bonus to part-time employees as follows:-

All part-time employees who have been continuously employed by the Employer for more than three (3) years as at December 15th of the current year shall receive a payment of fifty dollars (\$50.00); or

All part-time employees who have been continuously employed by the Employer for more than one (1) year as at December 15th of the current year shall receive a payment of twenty dollars (\$20.00); or

All part-time employees who have been continuously employed by the Employer for more than six (6) months and up to one (1) year as at December 15th of the current year shall receive a payment of ten dollars (\$10.00).

ARTICLE 24 - ONTARIO HEALTH INSURANCE PLAN

24.01 The Employer agrees to pay one hundred percent (100%) of the Ontario Health Insurance Plan premium for part-time employees, employee's spouse and dependent children as follows:-

- (i) A part-time employee is eligible for an OHIP Premium rebate on the first of the month coincident with or following three (3) years of continuous employment with the Employer, provided he has worked at least seven hundred (700) hours in the previous calendar year;
- (ii) A part-time employee who is not covered by OHIP through any other source will be entitled to the OHIP Premium rebate;
- (iii) Dependents of part-time employees are eligible for OHIP Premiums;
- (iv) Payments will be made upon the receipt of proof of purchase.

ARTICLE 25 - OPTICAL COVERAGE

25.01 The Employer agrees to provide Optical coverage for part-time employees as follows:-

- (i) A part-time employee is eligible for Optical coverage on the first of the month coincident with or following two (2) years of continuous employment with the Employer, provided he has worked at least four hundred (400) hours in the previous calendar year;
- (ii) A part-time employee who is not covered by any other form of Optical coverage through any other source will be entitled to a maximum reimbursement of two-hundred dollars (\$200.00) once every two (2) years;
- (iii) Dependents of part-time employees who are single parents are eligible for Optical coverage;
- (iv) Payment will be made upon the receipt of proof of purchase.

ARTICLE 26 - DENTAL COVERAGE

26.01 The Employer agrees to provide Dental coverage for part-time employees, including the dependent children of single parents. The part-time employee shall be eligible for Dental coverage the first month coincident or following one (1) year of continuous employment with the Employer provided he/she has worked at least four hundred (400) hours in the previous calendar year.



ARTICLE 27 - PRESCRIPTION DRUG EXPENSE

27.01 The Employer agrees to provide Prescription Drug expense coverage for part-time employees, effective April 29, 1990, as follows:-

The Employer agrees to provide Prescription Drug coverage for part-time employees including the dependent children of single parents. The part-time employee shall be eligible for Prescription Drug coverage on the first month coincident with the following one (1) year of continuous employment with the Employer provided he/she has worked at least four hundred (400) hours in the previous calendar year.

ARTICLE 28 - PART TIME BEREAVEMENT

28.01 (a) Should a bereavement occur in the immediate family of an employee with twelve (12) or more months of service, the employee will be given time off on the day of the funeral for all hours he is scheduled for that day. Immediate family shall be as defined in Article 29 of the Full-time Collective Agreement.

(b) Such an employee who is scheduled to work in excess of twenty-four (24) hours in the week in which the bereavement occurs, shall be entitled to bereavement leave with pay as set out in Article 29 of the Full-time Collective Agreement.

ARTICLE 29 - JURY DUTY PAY

29.01 (a) Employees who are required to serve on a jury shall be compensated for days actually spent on jury duty when they would, otherwise, have been at work.

(b) They shall receive the difference between their jury fees and their normal day's pay for that time they would have been regularly employed had they not been serving on the jury. The employee shall be required to report immediately upon being excused or released from jury duty where such reporting is reasonable under the circumstances.

(c) The claim of an employee shall be verified by presentation of his jury duty cheque. However, no payment shall be made for any hour for which the employee receives compensation by the Employer for any other reason, Payment shall not be withheld pending submission of the jury duty cheque.

(d) Any employee subpoenaed to attend as a witness on behalf of the Employer or the Crown shall be entitled to the difference between their witness fee and their normal day's pay.

(e) In the event employees serve on jury duty from Monday through Friday, they shall not be required to work on Saturday.

ARTICLE 30 - DURATION OF AGREEMENT

30.01 This Agreement shall become effective as of April 29th, 1990 and shall continue until May 2nd, 1992. It shall continue automatically from year to year thereafter until either party serves written notice on the other party by registered mail within sixty (60) days and not less than thirty (30) days prior to the expiry date. Such notice shall indicate any changes to be negotiated, When such notice has been served by either party bound by this Agreement, the other party shall attempt to commence negotiations within a period of two (2) weeks from receipt of the notification, All conditions of this Agreement are to remain in force and effect until negotiations are completed and/or conciliation proceedings exhausted.

DATED at Toronto, this 0 day of _____, 1990.

UNION

COMPANY

UNITED FOOD AND
COMMERCIAL WORKERS
UNION, LOCAL **175**
BARRY BAILY
Director

LOBLAWS SUPERMARKETS LIMITED
ROY R. CONLIFFE
Vice President Human Resources
and Industrial Relations

DAN LACROIX
Business Representative

ROGER BUREAU
Senior Vice President
Operations

K. McCARVILL

PAUL DOYLE
Director Industrial Relations

G. McDOWELL

NANCY CASSELMAN
Manager Industrial Relations

D. SIMPSON

CA206

LETTER OF AGREEMENT - #1

October 29, 1990

Mr. Barry H. Baily,
Eastern Regional Director
United Food and Commercial Workers Union
Local 175
20 Hamilton Avenue North
Ottawa, Ontario
K1Y 1B6

Dear Sir:

Re: Deli Counter

In accordance with the agreement reached during our recent contract negotiations, we wish to set out the following understanding, which shall be effective for the lifetime of the Collective Agreement expiring May 2nd, 1992.

The Union has agreed to the installation of limited size Deli Counters to be operated by the Bakery Departments, in stores where there are no Service Departments.

Yours truly,
LOBLAWS SUPERMARKETS LIMITED

Roy R. Conliffe
Vice President Industrial Relations
and Human Resources

LETTER OF AGREEMENT - #2

October 29, 1990

Mr. Barry H. Baily,
Eastern Regional Director
United Food and Commercial Workers Union
Local 175
20 Hamilton Avenue North
Ottawa, Ontario
K1Y 1B6

Dear Sir:

Re: Geographic Area

This letter will confirm the understandings reached between the **Employer** and Union in the recently concluded contract negotiations in respect to the Collective Agreement expiring May 2nd, 1992.

For the purpose of the Collective Agreement and its application, the term "area" referred to in Article 16.09 (c) shall refer specifically to each of the following geographic locations:

1. **Nepean and Gloucester Townships.**

It is understood that each of the two (2) geographic areas referred to above are specific and distinct areas which fall within the jurisdiction of the United Food and Commercial Workers Union, Local 175.

The Union concurs with the above understanding.

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 175
Eastern Regional Director

LOBLAWS SUPERMARKETS LIMITED
Vice President Industrial Relations
and Human Resources

LETTER OF AGREEMENT - #3

October 29, 1990

Mr. Barry H. Baily,
Eastern Regional Director
United Food and Commercial Workers Union
Local 175
20 Hamilton Avenue North
Ottawa, Ontario
K1Y 1B6

Dear Sir:

Re: Initiation Fees

In accordance with the agreement reached during our recent contract negotiations, we wish to set out the following understanding, which shall be effective for the lifetime of the Collective Agreement expiring May 2nd, 1992.

The Employer agrees to deduct from the pay of newly hired employees their Union Initiation Fees to a maximum amount of \$25.00 from each newly hire full-time employee and \$10.00 from each newly hired part-time employee and to remit these deducted monies to the Union. This commitment is subject to the provisions of Article 4.02 of the full-time Collective Agreement, expiring May 2nd, 1992.

Initiation Fees applicable to newly hired employees shall be deducted automatically by the Employer (in weekly payments of \$5.00 each). Any Initiation Fees which are deducted on this automatic basis, which should not have been deducted, will be returned to the employee directly from the Union.

Yours truly,
LOBLAWS SUPERMARKETS LIMITED

Roy R. Conliffe
Vice President Industrial Relations
and Human Resources

LETTER OF AGREEMENT - #4

October 29, 1990

Mr. Barry H. Baily,
Eastern Regional Director
United Food and Commercial Workers Union
Local 175
20 Hamilton Avenue North
Ottawa, Ontario
K1Y 1B6

Dear Sir:

Re: Buddy System

In accordance with the agreement reached during our recent contract negotiations, we wish to set out the following understanding:

The Employer undertakes to endeavour to ensure that the "Buddy-system" is in place as it relates to **Fireco** Salesmen putting merchandise on the shelf.

Yours truly,
LOBLAWS SUPERMARKETS LIMITED

Roy R. Conliffe
Vice President Industrial Relations
and Human Resources

LETTER OF AGREEMENT - #5

October 29, 1990

Mr. Barry H. Baily,
Eastern Regional Director
United Food and Commercial Workers Union
Local 175
20 Hamilton Avenue North
Ottawa, Ontario
K1Y 1B6

Dear Sir:

Re: Paid Education

This letter will confirm the agreement reached during our recent contract negotiations with respect to the Collective Agreement expiring May 2nd, 1992.

The Company has agreed to contribute two cents (2¢) per hour for part-time and full-time employees into the Union Paid Education Leave Fund.

Yours truly,
LOBLAWS SUPERMARKETS LIMITED

Roy R. Conliffe
Vice President Industrial Relations
and Human Resources

LETTER OF AGREEMENT - #6

October 29, 1990

Mr. Barry H. Baily,
Eastern Regional Director
United Food and Commercial Workers Union
Local 175
20 Hamilton Avenue North
Ottawa, Ontario
K1Y 1B6

Dear Sir:

Re: Bakery Apprenticeship Programme

BAKERY APPRENTICESHIP PROGRAMME

The parties have agreed to the implementation of a Bakery Apprenticeship Programme as follows. The terms of the programme shall be four (4) years in duration.

Outline of Programme

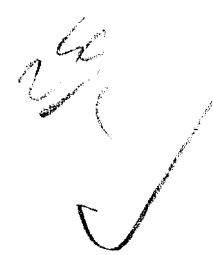
- Branch 1 - Junior Baker (2,000 hours)
one (1) year duration
fifteen (15) weeks in school
(commences September)
- Branch 2 - Baker (4,000 hours)
two (2) year duration
fifteen (15) weeks in school
(commences January)
- Branch 3 - **Patissier**
one (1) year duration
(2,000 hours)
- thirty (30) weeks
one (1) evening a week

Total Programme:- 8,000 hours

Wage Schedule

Year I 60%
Year II 70%
Year III 80%
Year IV 90%

of end rate of Baker



During our discussions regarding the implementation of the Apprenticeship Programme a number of issues arose, the following should **summarize** them.

O.H.R.D. - (Training and Development)

The Training Department will have ongoing **involvement** with the apprentices while at school and during their work experience at store level to ensure compliance with the Apprentices curriculum.

Part-Time Hours

There will be no reduction in hours as a result of implementing the apprenticeship programme.

Over 24 Hours

It will be necessary to work part-time employees over **24** hours to cover off for apprentices during the in-school portion of the programme.

Work Week

Shall be the normal **37** hours per week.

Existing Full-Time Employees

Every full-time Bakery Department employee will be canvassed through a Bulletin to determine who may be interested in becoming a certified baker. Those employees who are interested will be offered the opportunity to write the Baker's certificate exam. Those employees who are unsuccessful and wish to receive upgrading will be offered that opportunity over a period of time (depending on the number interested).

Number of Apprentices

The requirements for future years would be determined annually for each area and the appropriate number of apprentices will be hired.

Training Stores

Several stores have been designated as training stores. The apprentices assigned to a particular store will have his work and training reviewed by the Training Department, Baker Specialist and Bakery Manager to ensure compliance with apprenticeship curriculum, The Bakery Managers chosen as trainers will receive training from **O.H.R.D.**, "train the trainer session".

Yours truly,

LOBLAWS SUPERMARKETS LIMITED

Roy R. Conliffe

Vice President Industrial Relations
and Human Resources

LETTER OF UNDERSTANDING - #7

October 29, 1990

Mr. Barry **Baily**
United Food and Commercial
Workers
Local 175
20 Hamilton Ave. N.
Ottawa, Ontario
K1Y 1B6

Re: Sunday Work

Work performed on Sunday shall be voluntary and in addition to the regular work week and payable at double (2) time. Should an Industry-Union agreement be reached setting a lesser premium for working on Sunday, such premium shall be paid by the Company subject to ratification by the bargaining unit employees.

Yours very truly,

LOBLAWS SUPERMARKETS LIMITED,

43
410000

Roy R. Conliffe
Vice President Industrial Relations
and Human Resources

LETTER OF AGREEMENT - #8

October 29, 1990

Mr. Barry H. Baily,
Eastern Regional Director
United Food and Commercial Workers Union
Local 175
20 Hamilton Avenue North
Ottawa, Ontario
K1Y 1B6

Dear Sir:

Re: Store 138 - Garden Market

The parties agree that the classification of General Merchandise Manager shall be excluded from the bargaining unit for the term of this Collective Agreement and that the weekly hours of work for persons in this job classification shall be forty-five (45) hours.

Yours truly,
LOBLAWS SUPERMARKETS LIMITED

Roy R. Conliffe
Vice President Industrial Relations
and Human Resources

LETTER OF AGREEMENT - #9

October 29, 1990

Mr. Barry H. Baily,
Eastern Regional Director
United Food and Commercial Workers Union
Local 175
20 Hamilton Avenue North
Ottawa, Ontario
K1Y 1B6

Dear Sir:

Re: UIC Premiums

This letter will confirm our understanding that, should the Employer qualify for an Unemployment Insurance Premium reduction according to Section 64.4 of the Unemployment Insurance Act, 1971, the cost of benefit improvements which have been negotiated with the Union together with any costs associated with an improvement in the Weekly Indemnity Insurance Plan shall be in lieu of any employee entitlement to a premium reduction according to Section 64.4 of the Unemployment Insurance Act, 1971.

Therefore, all such premium reductions will be the sole property of the Employer.

In the event that a Provincial Government or the Government of Canada shall institute an Insurance Plan or other arrangement under which benefits are provided for the employees as a replacement to any of the benefits described in the Collective Agreement expiring April 30th, 1992, the Employer shall meet with representatives of the Union within thirty (30) days to study the effect of such a Government Plan and to decide upon a course of action. If no course of action has been agreed upon after a period of sixty (60) days and if the cost of the benefits described in the Collective Agreement aforesaid is reduced as a result of the Government Plan, the resulting reduction in cost less any additional cost to the Employer of a new or modified Government Plan, if any, shall accrue to the benefit of the Employer. If the Government Plan is greater than the related reductions in cost, the Employer shall pay the full amount of the net increase,

These amendments shall be conditional on a favourable ruling from the Unemployment Insurance Commission as to the qualification of the **amanded** Plan.

The Union concurs with the above understanding.

Yours truly,
LOBLAWS SUPERMARKETS LIMITED

Roy R. Conliffe
Vice President Industrial Relations
and Human Resources

LETTER OF AGREEMENT - #10

October 29, 1990

Mr. Barry H. Baily,
Eastern Regional Director
United Food and Commercial Workers Union
Local 175
20 Hamilton Avenue North
Ottawa, Ontario
K1Y 1B6

Dear **Sir:**

**Re: Part-Time Prescription, Drug and Life
Insurance Coverages**

In the event Prescription Drug and Life Insurance coverages are provided to part-time employees in the Ontario Retail Food Industry either through negotiations or in jointly administered Health and Welfare Plans during the lifetime of the Collective Agreement expiring May 2nd, 1992, the Employer will provide similar benefits.

Yours very truly,
LOBLAWS SUPERMARKETS LIMITED

Barry Baily
Eastern Regional Director
Local 175

Roy R. Conliffe
Vice President Industrial Relations
and Human Resources

LETTER OF AGREEMENT - #11

October 29, 1990

Mr. Barry H. Baily,
Eastern Regional Director
United Food and Commercial Workers Union
Local 175
20 Hamilton Avenue North
Ottawa, Ontario
K1Y 1B6

Dear Sir:

Re: Full-Time Agreement

The undersigned agree that until termination of the Collective Agreement, now in effect between **Loblaws** Supermarkets Limited and the United Food and Commercial Workers International Union, Local 175, which Agreement shall expire on May 2nd, 1992, the following shall apply:-

- (1) The Employer agrees to install windshields during the winter months at entrances of its stores where it is deemed that such an installation is necessary and feasible.
- (2) The Employer agrees that full-time Cashiers will not be required to do janitorial or maintenance work beyond that which is currently being done as part of their **regular duties**.
- (3) The Employer agrees that it will provide to interested full-time employees a Credit Union deduction plan, provided it is understood that such deductions shall be for the sole purpose of deposits into the **Loblaw** Credit Union Fund.
- (4) **Lunch Room Facilities**
It is agreed that lunch room facilities will be upgraded on a continuing basis on the recommendation of the Employer's Division Managers.
- (5) In the event that the Employer is required by Government Directive to implement the use of Safety Shoes in its store operations, the Employer will pay thirty dollars (**\$30.00**), (tax included) to each employee in this bargaining unit as a contribution towards the cost of Safety Shoes (one (1) pair per year). Such payment will be made as of August 31st each year that the Governmental Directive is in effect.

Yours truly,
LOBLAWS SUPERMARKETS LIMITED

Barry H. Baily,
Eastern Regional Director
Local 175

Roy Conliffe
Vice-President Industrial Relations
and Human Resources

LETTER OF UNDERSTANDING - #12

October 29, 1990

Mr. Barry **Baily**
United Food and Commercial
Workers
Local **175**
20 Hamilton Ave. N.
Ottawa, Ontario
K1Y 1B6

Re: Meat Apprenticeship Programme ✓

This will serve to outline the details of the Meat Apprenticeship programme as agreed to during our recent contract negotiations.

The details of the programme are as follows:

1. 2 years in duration
 - Branch 1 - 1 year - **18** weeks in school (commences January)
- Junior Cutter (**2,000** hours) work and school
 - Branch 2 - 1 year - 8 weeks in school training
- Cutter (**2,000** hours) work and school
 - Total - **4,000** hours

We propose the following wage progressions:

Year I - **70%**
Year II - **90%**
Year III - **100%**

Employees will be canvassed through an Opportunities Bulletin to determine who is desirous of entering the apprenticeship programme.

The work week would consist of thirty seven (**37**) hours. It would be understood that there would be no reduction in hours in the meat department as a result of implementing the apprenticeship programme, Part-time employees would be required to work over twenty four (**24**) hours to cover off for apprentices during the in-school portion of the programme,

- 2 -

Apprentices would have their work and training reviewed by the Training Department, Meat Specialist and Meat Manager to ensure compliance with the apprenticeship curriculum.

The Company's intention would be to hire existing part-time employees who possess the necessary seniority, ability and qualification to perform the work prior to hiring full-time meat apprentices.

Yours very truly,

LOBLAWS SUPERMARKETS LIMITED,

Roy R. Conliffe
Vice President Industrial Relations
and Human Resources

LETTER OF UNDERSTANDING - #13

October 29, 1990

Mr. Barry **Baily**
United Food and Commercial
Workers
Local **175**
20 Hamilton Ave. N.
Ottawa, Ontario
K1Y 1B6

Dear Mr. **Baily**:

Re: Floral Apprenticeship Programme

The Company and Union agree that if during the lifetime of this agreement the Company is desirous of establishing a floral apprenticeship programme, the Company and Union will meet with a view of reaching a mutually agreeable programme.

Yours very truly,

LOBLAWS SUPERMARKETS LIMITED,

Roy R. Conliffe
Vice President Industrial Relations
and Human Resources

LETTER OF UNDERSTANDING - #14

October 29, 1990

Mr. Barry Baily
United Food and Commercial
Workers
Local 175
20 Hamilton Ave. N.
Ottawa, Ontario
K1Y 1B6

Dear Mr. Baily:

Re: C.C.W.I.P.P. - Pension Plan Contribution Schedule

This will set out the Pension Plan Contribution Schedule:

Effective January 5, 1986 - to thirty (30) cents per hour
Effective January 3, 1988 - to thirty five (35) cents per hour
(from thirty (30) cents)
Effective December 31, 1989 - to forty one (41) cents per hour
(from thirty five (35) cents)
Effective December 29, 1991 - to forty seven (47) cents per hour
(from forty-one (41) cents)

Yours very truly,

LOBLAWS SUPERMARKETS LIMITED,

Roy R. Conliffe
Vice President Industrial Relations
and Human Resources

LETTER OF UNDERSTANDING - #15

October 29, 1990

Mr. Barry Baily
United Food and Commercial
Workers
Local 175
20 Hamilton Ave. N.
Ottawa, Ontario
K1Y 1B6

Dear Mr. Baily:

Re: Early Retirement

This will confirm the Company's offer to extend an early retirement offer to those employees who have twenty five (25) years of service and are fifty-five (55) years of age.

The offer consists of a five (5) year upgrade to a maximum of age sixty-five (65) and a lump sum retiring allowance of ten thousand (\$10,000) dollars.

This offer expires December 31, 1990.

Yours truly,

LOBLAWS SUPERMARKETS LIMITED

Roy R. Conliffe
Vice President Industrial Relations
and Human Resources

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