



\* A Union With Members That Care \*

# COLLECTIVE AGREEMENT

between

## ZEHRS MARKETS

A Division of Zehrmart Limited

and

## UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 1977

June 29, 1992

to

June 28, 1994



SEP - 1 1993

04411057

# HOLIDAYS

## 1993

**JAN. 1** Friday . . . . . New Year's Day  
**APRIL 9** Friday . . . . . Good Friday  
**APRIL 11** Sunday . . . . . Easter Sunday  
**MAY 24** Monday . . . . . Victoria Day  
**JULY 1** Thursday . . . . . Canada Day  
**AUG. 2** Monday . . . . . Civic Holiday  
**SEPT. 6** Monday . . . . . Labour Day  
**OCT. 11** Monday . . . . . Thanksgiving Day  
**NOV. 11** Thursday . . . . . Remembrance Day  
**DEC. 25** Saturday . . . . . Christmas Day  
**DEC. 26** Sunday . . . . . Boxing Day

## 1994

**JAN. 1** Saturday . . . . . New Year's Day  
**APRIL 1** Friday . . . . . Good Friday  
**APRIL 3** Sunday . . . . . Easter Sunday  
**MAY 23** Monday . . . . . Victoria Day  
**JULY 1** Friday . . . . . Canada Day  
**AUG. 1** Monday . . . . . Civic Holiday  
**SEPT. 5** Monday . . . . . Labour Day  
**OCT. 10** Monday . . . . . Thanksgiving  
**NOV. 11** Friday . . . . . Remembrance Day  
**DEC. 25** Sunday . . . . . Christmas Day  
**DEC. 26** Monday . . . . . Boxing Day

# TABLE OF CONTENTS

| Article  | Page |
|--|------|
| 1 Recognition .....  | 4    |
| 2 Union Security .....                                       | 5    |
| 3 Grievance and Arbitration .....                            | 6    |
| 4 Discharge and Discipline .....                             | 9    |
| 5 Union Representation .....                                 | 10   |
| 6 Seniority .....  | 10   |
| 7 Management Rights .....                                    | 14   |
| 8 Bereavement Leave .....                                    | 15   |
| 9 Leave of Absence .....                                     | 15   |
| 10 Maternity Leave .....                                     | 16   |
| II Notice Board,.....  | 16   |
| 12 Union Decals.....   | 16   |
| 13 Credit for Previous Experience .....                      | 16   |
| 14 Paid Holidays .....                                       | 17   |
| 15 Rest Periods .....  | 19   |
| 16 Lunch or Dinner Breaks .....                              | 19   |
| 17 Hours of Work for Full Time Hourly Rated Employees...     | 19   |
| 18 Call-In .....   | 20   |
| 19 Split Shifts.....   | 21   |
| 20 Overtime for Full Time Hourly Rated Employees .....       | 21   |
| 21 Days Off .....  | 23   |
| 22 Night Shopping Premium .....                              | 23   |
| 23 Night Shift Premium .....                                 | 23   |
| 24 Temporary Assignments .....                               | 24   |
| 25 Refrigeration Checks .....                                | 25   |
| 26 Notice of Absence.....                                    | 25   |
| 27 Dismissal Notice or Pay .....                             | 26   |
| 28 Strikes and Lock Outs .....                               | 26   |
| 29 Safety Committee .....                                    | 27   |
| 30 Jury Duty .....   | 27   |
| 31 Annual Vacations for Full Time Employees .....            | 28   |
| 32 Christmas Bonus .....                                     | 31   |
| 33 Benefits .....  | 31   |
| 34 Salaried Employees .....                                  | 37   |
| 35 Wage Rates and Job Classification\ .....                  | 38   |
| 36 Retroactivity .....                                       | 40   |
| 37 Office Clerk (Back Up).....                               | 40   |
| 38 Part Time Employees .....                                 | 40   |
| 39 Expiration and Renewal .....                              | 41   |
| Wage Progression Schedules for All Full Time Employees ..... | 42   |

Appendix "A" Part Time Employees

|      |  |    |
|------|--|----|
| 1.01 | Part Time Employees .....                | 49 |
| 1.02 | Seniority .....                          | 49 |
| 1.03 | Hours of Work .....                      | 52 |
| 1.04 | Scheduling of Hours .....                | 52 |
| 1.05 | Call-In .....                            | 54 |
| 1.06 | Work on Sundays .....                    | 55 |
| 1.07 | Lunch Periods .....                      | 55 |
| 1.08 | Rest Periods .....                       | 55 |
| 1.09 | Overtime .....                           | 56 |
| 1.10 | Night Shift Premium.....                 | 56 |
| 1.11 | Temporary Assignments .....              | 57 |
| 1.12 | Office Clerk (Back-Up) .....             | 57 |
| 1.13 | Notice of Absence .....                  | 57 |
| 1.14 | Bereavement Leave .....                  | 58 |
| 1.15 | Paid Holidays .....                      | 58 |
| 1.16 | Vacations .....                          | 59 |
| 1.17 | Jury Duty .....                          | 60 |
| 1.18 | Dismissal Notice or Pay .....            | 60 |
| 1.19 | Benefits .....                           | 61 |
| 1.20 | Wage Rates and Job Classifications ..... | 61 |

Wage Progression Schedules for All Part Time Employees 64

Appendix "B" - Front End Service Clerk . . . . . 65

Letters of Understanding . . . . . 68

|    |  |    |
|----|--|----|
| NO |  |    |
| 1  | In Store Opportunity Bulletin . . . . .  | 68 |
| 2  | C.C.W.I.P.P. - Pension Plan Contribution Schedule . .                            | 70 |
| 3  | Layoff and Displacement and Recall Full Time . .                                 | 72 |
| 4  | Lay Offs Part Time Employees . . . . .   | 75 |
| 5  | Lateral Transfers . . . . .  | 76 |
| 6  | Seniority List - Part Time - Full Time . . . . .                                 | 77 |
| 7  | F/T Employee Returning to Former F/T Classification..                            | 78 |
| 8  | Undertakings Between Company and Union . . .                                     | 79 |
| 9  | Hours of Work for Full Time Hourly Rated Employees                               | 82 |
| 10 | Article 11 Notice Board . . . . .  | 83 |
| 11 | Article 17.03(b) Hours of Work for Full Time Hourly<br>Rated Employees . . . . . | 84 |
| 12 | Article 21.03 Days Off . . . . .   | 85 |
| 13 | Snow Storms and Lost Hours "Make-up" Opportunity..                               | 86 |
| 14 | Registered Retirement Savings Plan.. . . . .                                     | 89 |



**COLLECTIVE AGREEMENT**

**BETWEEN:**

ZEHRS MARKETS, A DIVISION OF ZEHRMART  
LIMITED (hereinafter referred to as the "Company")  
of the first part,

**AND:**

UNITED FOOD AND COMMERCIAL WORKERS  
UNION, LOCAL 1977 (Chartered by United Food and  
Commercial Workers International Union), (hereinafter  
referred to as the "Union")  
of the second part.

WHEREAS the Company and the Union desire to establish and maintain conditions which will promote a harmonious relationship between the Company and the employees covered by the terms of the Agreement, and desire to provide methods of fair and amicable adjustment of disputes which may arise between them.

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

**ARTICLE 1 - RECOGNITION**

**1.01** The Company recognizes the United Food and Commercial Workers Union, Local 1977 as the sole agency for the purpose of Collective Bargaining for all employees of Zehrs Markets, A Division of Zehrmart Limited, save and except Store Managers and persons above the rank of Store Manager in any of its retail stores in the Province of Ontario save and except its retail stores in counties of Kent, Essex and Lambton.

**1.02** The Company agrees that there will be no extension beyond the current practice in respect to the use of salesmen or outside supplier representatives performing any routine store work.

**ARTICLE 2 - UNION SECURITY**

1-2

**2.01** All employees shall, as a condition of employment, join and remain a member in good standing of the Union during the entire term of the present Collective Agreement.

**2.02** (a) At the time of hiring, all employees shall sign an Application Card.

2-1

(b) At the time of hiring, all employees shall sign pension and dental applications cards, and a Dues Deduction Card, authorizing the Company to withhold Union Dues and Initiation Fees as specified by the Union in writing.

(c) Commencing with the first biweekly pay the Company shall withhold the Union Dues and Initiation Fees according to the Deduction Schedule for Union Dues and Initiation Fees as agreed to by the parties.

(d) The Union initiation period defined in (b) above shall not eliminate and/or replace the employer's probationary period as defined in Article 6.03.

(e) In the event that the amounts of such Initiation Fees or Union Dues are changed during the term of the Agreement such change must be given to the Company, in writing, by the appropriate Union Official(s) at least one (1) month prior to the effective date of the change.

**2.03** The Company shall forward signed application cards, dental and pension application cards and Dues Deduction Cards to the Union Office at the same time as the Union Dues Report.

**2.04** The Company undertakes to remit, each month, all Union Dues and Initiation Fees accompanied by a Union Dues Report to the Union Secretary-Treasurer before the 10th of the month following the end of the four (4) week accounting period, according to the procedure as established by the parties.

**2.05** The Union agrees to release the Company or its representative and to indemnify and save harmless the Company from and against any and all claims, demands, actions or causes of action taken against the Company, whether they are directly or indirectly related to the application of the Article dealing with Union Deductions.

¶  
**2.06** Each year the Company shall compute the amount of Union dues withheld and show these figures on each employee's T4.

**2.07** Where the masculine pronoun is used in the Collective Agreement it shall mean and include the feminine pronoun where the context so applies.

**2.08** No employee shall suffer loss of pay as a result of attending grievance meetings during regular hours.

**2.09** There shall be no discrimination against any employee because of lawful Union activity.

63D  
**2.10** The Company agrees to pay one half of the cost of meeting rooms and one half of the lost wages of the Master Negotiating Committee to a maximum of six (6) members. Such payment will be based on the average hours worked in four (4) weeks prior to negotiations commencing for part time employees and based on 39 hours regular pay for full time employees.

**2.11** The Union acknowledges that Stewards have their regular duties to perform on behalf of the Company and that such persons will not leave their regular duties, without firstly receiving permission from the Store Manager or his designate, which permission will not be unreasonably withheld. In accordance with this understanding, the Store Manager or his designate will introduce the Union Steward to each new employee for the purpose of orientation. Such time spent shall not exceed 15 minutes in duration.

### **ARTICLE 3 - GRIEVANCE AND ARBITRATION**

**3.01** Either the Company, 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.

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

**Step One:** The grievance must be filed within fifteen (15) working days after the event giving rise to the grievance occurs and within this period of time it shall be discussed between the employee concerned, his Union Representative and the Store Manager. The Store Manager shall give an oral decision within five (5) working days from the date the discussion took place. If the Union wishes to appeal to the next Step, the grievance shall be reduced to writing. Notice of appeal shall be filed with the Store Manager within five (5) working days from the Store Manager's oral decision,

**Step Two:** A meeting shall be held within five (5) working days of the date of the notice of appeal and within this period of time the grievance shall be discussed between the employee concerned, the Union Representative, the Store Manager, the District Manager and/or their delegates. The decision of the Company at this Step shall be in writing and be made within five (5) working days of the date of the meeting. Should the Union wish to appeal, such notice of appeal must be in writing to the Head Office of the Company within five (5) working days of the decision of the Company at Step Two.

**Step Three:** The grievance shall be forwarded to the Head Office of the Company, which shall have five (5) working days 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 five (5) working days from the date of the meeting.

**3.03** 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 shall commence at Step Two.

In any subsequent disposal of this case during the grievance procedure, the Company may reinstate the employee with full back pay, suspend the employee for a definite period or sustain the discharge.

**3.04** Grievances concerning rates shall be handled in accordance with the above procedures and the disposition of such grievances, if sustained, shall include the determination

of the effective date of the increase with retroactive thereto.

**3.05** The Company or the Union may file grievances commencing at Step Three. If an Arbitration Board finds that the Company or the Union has violated the Collective Agreement, it shall have the power to award compensation to the Company or an employee affected by the violation.

**3.06** (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 postmarked 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.

#### **ARBITRATION**

**3.07** 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 shall 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.

**3.08** The Parties agree that an Arbitration Board shall have the power to award compensation for lost wages and benefits to any Party who, or employee who is dealt with contrary to the provisions of this Agreement.

#### **ARTICLE 4 - DISCHARGE AND DISCIPLINE**

**4.01** No employee shall be discharged or disciplined except for just and sufficient cause. Discharge or discipline grievances may be settled by confirming the Company's decision, or by reinstating 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.

**4.02** The Union agrees that it will uphold the rules and regulations of the Company in regard to punctual and steady attendance, proper and sufficient notification in case of absence and conduct on the job.

**4.03** The Company agrees that where meetings are held with employees concerning their work or conduct, which implements any form of official reprimand, discipline or discharge, a Shop Steward or Union Representative shall be present. The Shop Steward or Union Representative shall leave the meeting if requested to do so by the employee.

**4.04** Disciplinary warnings and/or reprimands which predate two (2) years of continuous employment shall not be adduced in evidence against any employee in any subsequent disciplinary proceeding in which an employee is involved and shall be removed from their work record after two (2) years.

9-1

**ARTICLE 5 - UNION REPRESENTATION**

**5.01** The Company will recognize two (2) Shop Stewards and one (1) Assistant Shop Steward for each store. Such Shop Stewards shall be employees with at least six (6) months continuous service with the Company and who work at the store they represent. The Union will keep the Company advised of the names of those employees who are Union Officers and Shop Stewards.

**5.02** A maximum of two (2) authorized Union Representatives employed by the Company, or full time Union Representatives of the United Food and Commercial Workers Union shall be entitled to visit the stores covered by this Agreement for the purpose of ensuring the terms of the Agreement, provided however, that such consent is first obtained from the store manager or, in his absence, his replacement. Such consent shall not be unreasonably withheld. Such visits shall be calculated to cause a minimum of disturbance with respect to the business of the Company.

**ARTICLE 6 - SENIORITY**

**6.01** Seniority for a full time employee shall be based on his length of service as a full time employee in the bargaining unit. The Company shall maintain a seniority list of full time employees stating employees' names and job classifications, which shall be posted quarterly in a position where the Union or any employee has access to it. The Union or any employee has the right to protest any listing within thirty (30) days following the posting of this seniority list. The Company agrees to provide the Union Office on a quarterly basis an updated seniority listing for all part time and full time employees, an overall department seniority listing and further, an updated mailing list every six (6) months.

**6.02** (a) When a full time employee changes his status to a part time employee he shall carry full seniority to the part time seniority list.

(b) When such employee subsequently returns to full time status his seniority shall be determined as follows:

- i) he shall be credited with fifty percent (50%)

of his part time seniority, acquired from the date of his previous status change to part time to the date of his change to full time status, to a maximum of eighteen (18) months.

as well as

- ii) he shall retain his full time seniority acquired and carried to the part time seniority list at the date of his previous status change to part time.

**6.03** (a) A probationary period of twenty-five (25) worked days shall apply in the case of each new employee ~~during~~ <sup>8-20-25</sup> which time seniority shall not apply and such employee may be laid off without reference to seniority. After the probationary period, the employee shall be entitled to the rank of seniority as of the date the employee entered the bargaining unit.

(b) It is understood by the Company and the Union that a probationary employee shall be considered an employee for all purposes of the Agreement save the following:

A probationary employee may be dismissed at any time during the probationary period without recourse to the grievance procedure.

**6.04** Any person entering the bargaining unit who has never been in the bargaining unit, shall not cause the demotion, layoff or transfer of any bargaining unit employee.

**6.05** A person who has never been in the bargaining unit shall not enter the bargaining unit unless bargaining unit employees who are on layoff and who have recall rights have declined their right for recall.

**6.06** If a full time employee is permitted to change his status to a part time employee because of reason of health, he shall retain his seniority according to Article 6.02 (a)(i).

**6.07** Seniority is the principle of granting preference to employees within the bargaining unit for promotions, demotions, transfers, layoffs, rehiring after layoffs and vacations. Seniority, ability and qualifications to perform the work will be considered in promotions and where ability is approximately equal, seniority shall govern. In layoffs and recalls, seniority within the bargaining unit shall govern,

provided the senior employee has the ability and qualifications to perform the work required. The Company undertakes that its decision shall be neither arbitrary nor unfair.

227  
6.08 (a) When job vacancies occur in full time positions and replacements are required and when the Company creates a new job classification in full time positions, they shall be posted on the bulletin board for a period of seven (7) calendar days during which time application may be made by the employees. Temporary appointments shall be made by the Company pending receipt of applications.

If there is not a suitable applicant from among the full time employees, the Company shall offer the job to the most senior part time employee who is willing to take the job and who has the knowledge, skill, ability and qualifications to perform the work. If there is still not a suitable applicant, the Company may transfer or promote any bargaining unit employee or hire any non-bargaining unit person to fill the job.

(b) The Company shall provide the Union with a copy of the posting and a list of all applicants submitted, as well as, provide the Union and applicants with the name and seniority date of the successful applicant.

(c) The Company shall have seven (7) calendar days after the expiration of the posting to fill a job vacancy. If there is no suitable applicant or no applications are made, the Company may choose any bargaining unit employee who is willing to take the job or hire any non-bargaining unit person to fill the job.

(d) Successful applicants to posted positions will not be permitted to apply for subsequent postings for a period of six (6) months except in the event that such posting would result in a promotion and/or a shift change.

163  
6.09 New job classifications shall be cause for discussion between the Company and the Union. If such discussion fails to reach agreement on a rate, the Company shall assign a rate commensurate with the rate structure of this Agreement. The Union may require that the rate be finally determined by means of the grievance and arbitration procedure.

6.10 (a) Where justification exists 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 Company, without the loss of seniority and without regard to seniority under Article 6.07 of this Agreement. Any transfer outside the municipality must be by mutual agreement.

(b) The Company and the Union agree that transfers under Article 6.10 (a) do not include moving an employee from one shift to another. The Company agrees not to act in an arbitrary or discriminatory manner in making such assignments.

**6.11** An employee will lose his seniority automatically and cease to be an employee of the Company for any of the following reasons.

1. If he quits.
2. If an employee is discharged for just cause and not reinstated through the grievance procedure.
3. If he is absent from work for more than seven (7) calendar days without notifying the Company or without having obtained a prior leave of absence.
4. If he exceeds a granted leave of absence without the Company's previous consent in writing, or unless an acceptable reason is given by the employee. Provable sickness or provable inability to communicate with the Company shall be considered a satisfactory reason.
5. If he accepts gainful employment while on a granted leave of absence without the Company's previous consent in writing.
6. If he is laid off for a continuous period of not more than six (6) months, where an employee has less than one (1) year's seniority or for a continuous period of twelve (12) months where an employee has one (1) year's seniority or more. 29-12
7. If he is recalled for work following a layoff and fails to report for work within seven (7) working days after notice has been sent by registered mail to his latest address recorded in the Company's records, or fails to give the Company a satisfactory

reason for not reporting for work within the said seven (7) working days.

8. If he is absent from work due to sickness or disability and fails upon return to work to produce a certificate from a medical practitioner upon request (in accordance with Article 33.05 last paragraph) verifying such absence to the Company's satisfaction.

**6.12** In the event of layoff or recall, seniority within the bargaining unit shall govern provided the senior employee has sufficient ability and qualifications to perform the work.

**6.13** The Company shall give employees a minimum of five (5) working days' notice of a permanent transfer prior to such transfer being implemented whenever possible.

#### **ARTICLE 7 - MANAGEMENT RIGHTS**

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

**7.02** The foregoing enumeration of Management Rights shall be deemed not to exclude other functions not specifically set forth. The Company therefore retains all rights not otherwise specifically covered in this Agreement.

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

**7.04 (a)** The Union also agrees that the Company has the exclusive rights and power to study or introduce new or improved production methods or facilities and the Union agrees to co-operate with the Company in the installation of

any such methods and in the education of its members for the necessity of such changes and improvements. The Union shall be given advance notice in writing of any such changes and discussion will take place before the introduction of such change.

22A-1

(b) Any tests that are conducted within a store the Company shall advise the Union prior to such tests.

**7.05** All necessary medical examinations and x-rays required by the Company shall be paid for by the Company and conducted on Company time.

ARTICLE 8 - BEREAVEMENT LEAVE

63A-1

**8.01** (a) Full-time employees shall be granted time off from work with pay to a maximum of three (3) days, in the event of death in the immediate family, the length of such leave shall be determined by the Company provided the employee attends the funeral. The term "immediate family" shall mean spouse, parent, child, brother, sister, grandparents, grandchildren, mother-in-law or father-in-law, son-in-law or daughter-in-law, brother-in-law or sister-in-law.

(b) When the funeral of a member of the employee's immediate family is to be held five hundred (500) miles or more from the employee's residence the Company shall, if requested, extend a leave to a maximum of five (5) days; no additional pay provision for the extra two (2) days.

ARTICLE 9 - LEAVE OF ABSENCE

63A-1

**9.01** At the Company's discretion, an employee with twelve (12) months's service may be granted a leave of absence without loss of seniority upon the prior permission, in writing, from the Personnel Department, and under no circumstances shall such leave of absence exceed two (2) months, inclusive of vacation time. Request must be made, in writing, on the standard leave of absence request form, at least thirty (30) days prior to the date requested and a written reply must be given within fourteen (14) days. No leave of absence granted shall be considered as a precedent and the Company will judge each request on its own merit in light of all the surrounding

circumstances. Any leave of absence granted in conjunction with the employee's vacation will be deemed to follow his vacation period.

63J  
3  
9.02 The Company will grant a leave of absence without pay to not more than one (1) employee who has one (1) year's continuous service with the Company, for a period of not more than twelve (12) months, to serve in any capacity of official Union business, provided a relief employee satisfactory to the Company is available, and provided that notification is given to the Company in sufficient time to procure a relief person for the job involved.

58A-017 58B-018  
61A-018  
**ARTICLE 10 - MATERNITY LEAVE**

10.01 (a) The Company will grant a maternity leave, according to the provisions of the Employment Standards Act.

(b) Employees may elect in writing to defer eligible vacation and/or Christmas bonus.

**ARTICLE 11 - NOTICE BOARD**

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

**ARTICLE 12 - UNION DECALS**

12.01 The Company agrees that the Union may prominently display Union decals in its retail stores where the Union represents the employees.

**ARTICLE 13 - CREDIT FOR PREVIOUS EXPERIENCE**

13.01 In the case of a new full time employee who has previous comparable full time experience in a self serve retail food store, he may be paid at the starting rate of his classification on the wage progression schedule during his probationary period, but at the end of his probationary period of twenty-five (25) worked days he shall be credited with his

previous comparable full time experience in determining his wage rate, up to a maximum of the eighteen (18) month level on the wage progression schedule and the difference between his credited rate and the rate at which he started shall be paid retroactive to his starting date. This Article shall not apply where the employee has been out of the industry for over three (3) years immediately prior to his employment date with the Company.

**13.02** When a full time employee changes his status to a part time employee, he shall receive credit of two times (2x) his previous level on the full time wage progression schedule solely for the purpose of determining his level on the part time wage progression schedule.

**13.03** When a part time employee, who was formerly a full time employee, changes his status back to a full time employee, he shall receive credit for previous experience to a maximum of eighteen (18) months level on the wage progression schedule.

**ARTICLE 14 - PAID HOLIDAYS**

**14.01** There shall be nine (9) paid holidays for full time employees who have completed the probationary period.

- |                  |               |        |
|------------------|---------------|--------|
| New Year's Day   | Boxing Day    |        |
| Thanksgiving Day | Good Friday   | 53-090 |
| Dominion Day     | Christmas Day |        |
| Labour Day       | Civic Holiday |        |
| Victoria Day     |               |        |

**14.02** In the event the Government of Canada or the Province of Ontario declare any other day a legal holiday, the Company agrees to recognize such day as a paid holiday.

**14.03** To qualify for a paid holiday, the employee must work his last scheduled shift before the holiday and his first scheduled shift after the holiday unless absence is due to provable illness.

**14.04** When a paid holiday is observed on a Saturday or on an employee's scheduled day(s) off, or Sunday, the following day or days shall be granted for the paid holiday or pay given in lieu of paid holiday.

**14.05** (a) When one (1) paid holiday, as listed above, is observed in any week full time employees who normally work a five (5) day week will work a four (4) day week and shall receive five (5) days at their regular rate of pay.

Such full time employee who works a fifth (5th) day in a week during which a paid holiday, as listed above, is observed shall receive one and one-half times (1 1/2x) his regular hourly rate for all hours worked on the fifth (5th) day.

(b) When two (2) paid holidays, as listed above, are observed in any week, full time employees who normally work a five (5) day week will work a three (3) day week and shall receive five (5) days pay at their regular rate of pay.

Such full time employee who works a fourth (4th) or fifth (5th) day in a week during which a paid holiday, as listed above, is observed, shall receive one and one-half times (1 1/2x) his regular hourly rate for all hours worked on the fourth (4th) and fifth (5th) day.

**14.06** (a) When one (1) paid holiday, as listed above, is observed in any week, full time employees who normally work a four (4) day week will work a three (3) day week and shall receive four (4) days pay at their regular rate of pay.

Such full time employee who works a fourth (4th) day in a week during which a paid holiday, as listed above, is observed shall receive one and one-half times (1 1/2x) his regular rate for all hours worked on the fourth (4th) day.

(b) When two (2) paid holidays, as listed above, are observed in any week, full time employees who normally work a four (4) day week will work a two (2) day week and shall receive four (4) days pay at their regular rate of pay.

Such full time employee who works a third (3rd) or fourth (4th) day in a week during which a paid holiday, as listed above, is observed, shall receive one and one-half times (1 1/2x) his regular rate of pay for all hours worked on the third (3rd) and fourth (4th) day.

**14.07** Full time employees will be paid for ten (10) hours pay for those employees normally working a 10 hour shift on that Statutory Holiday.

**14.08** Employees in receipt of Long Term Disability, Weekly

Indemnity, Workers' Compensation benefits and work within thirty (30) days of the Statutory Holiday(s) shall receive the difference between the benefit paid and the amount they would have received had they been at work.

**ARTICLE 15 - REST PERIODS**

**15.01** Employees shall be granted a fifteen (15) minute paid rest period during each half day shift of three (3) hours or more. When an employee works six (6) hours or more he shall be entitled to two (2) fifteen (15) minute breaks irrespective of when lunch period is taken.

**15.02** Employees, when working the evening shift, shall be granted a paid evening period of fifteen (15) minutes where the shift is three (3) hours or more.

**15.03** Rest periods will be scheduled as near as possible to the midway point in each half shift as the store operations allow.

**ARTICLE 16 - LUNCH OR DINNER BREAKS**

**16.01** Each employee will be given an unpaid lunch or dinner break as near as possible to the midway point of his scheduled shift. The break shall be one (1) hour or one-half (1/2) hour by mutual agreement and in any case shall not be later than five (5) hours after the employee's starting time on that particular shift.

**ARTICLE 17 - HOURS OF WORK FOR FULL TIME HOURLY RATED EMPLOYEES**

34-3900

**17.01** The normal work week will consist of ~~thirty-nine (39)~~ hours, to be worked in four (4) shifts of eight (8) hours and one (1) shift of seven (7) hours or three (3) shifts of ten (10) hours and one (1) shift of nine (9) hours.

**17.02** Employees in the classification of Cashier, Service Clerks, Grocery-Produce Clerk, Wrapper, Head Bake Off Clerk, Head General Merchandise Clerk, Smoke House Operator, Photo Lab Clerk, Post Office Clerk, Office Clerk and Decorator will not be designated to work more than one (1) night per week for customer shopping convenience.

**17.03** (a) Employees in the classification of Assistant Store Manager, Senior Clerks, Meat Cutter, Meat Manager, Assistant Meat Manager, Head Deli Clerk, Produce Manager, Bakery Manager, Lead Hand Baker and Baker will not be designated to work more than two (2) nights per week for customer shopping convenience.

(b) The Company will give assurance to the Union that it will continue its present practice in scheduling employees nights for customer shopping convenience unless it is operationally not feasible to do so.

**17.04** Employees will not be designated to work more than one (1) Saturday night in three (3) for customer shopping convenience except in an emergency.

**17.05** No full time employees will be scheduled to work more than one-half (1/2) hour beyond store closing.

**17.06** Overtime hours shall be worked by an employee so long as the Company does not schedule them in a discriminatory manner.

**17.07** The work schedule for all employees will be prepared in ink with the hours totalled and posted in each store by Thursday noon for the following week. A copy of the weekly work schedule will be made available to the Shop Steward.

**17.08** (a) Where the work schedules of individuals are changed, they will be given three (3) days' notice, however the three (3) days' notice will not be required in case of sickness or accidents. In cases where the three (3) days' notice need not be given, notice will be given as far in advance as possible. Schedules will not be continuously changed so as to harass the employee.

(b) Any employee who is absent from work on the Friday or Saturday following the posting shall be notified in case of sickness or accidents, of any change in his work schedule. If he is not notified, the employee shall report for work according to the schedule posted at the time of his departure.

#### **ARTICLE 18 - CALL-IN**

**18.01** When a full time employee is ordered to report to work

70-57

on any day, he shall be guaranteed four (4) hours pay on that day. The only exception to this will be in the case of employees verifying refrigeration machinery.

**ARTICLE 19 - SPLIT SHIFTS**

**19.01** Split shifts shall not be permitted under any circumstances.

**ARTICLE 20 - OVERTIME FOR FULL TIME HOURLY RATED EMPLOYEES/SUNDAY WORK**

**20.01** All hours worked in excess of the regular daily work schedule as per Article 17.01 and/or thirty-nine (39) hours per week, will be paid for at the rate of one and one-half times (1½x) the employee's regular hourly rate.

**20.02** Overtime will not be paid unless the time worked exceeds five (5) minutes, then pay will be computed from the termination of the regular work schedule. Such time shall not be accumulative.

**20.03** (a) All hours worked by employees:

- i) on a paid holiday as listed in Article 14.01; or
- 37EP ii) on a Sunday which are not related to the store opening for business and which are not part of an employee's regular daily work schedule will be paid two times (2x) the regular rate of pay. When this premium is paid, no other premiums or bonuses will apply to such hours worked.

- (b) i) All work on Sunday to be voluntary.
- 43 100/160 ii) One dollar and sixty cents (\$1.60) premium to be paid for all hours worked performed on Sunday, which is related to the store opening for business. For the purposes of clarity, "all hours performed on Sunday which is related to the store opening for business" includes: hours on Sunday morning worked by the night crew and hours worked up to two (2) hours

before store opening and one (1) hour after store closing.

- iii) A separate schedule for Sunday is to be posted and hours offered by seniority, the list is to be integrated by both full time and part time employees (Article 1.04 (b) of Appendix "A" will not apply to these hours).
- iv) Hours worked on Sundays will be over and above the normal scheduled work week.
- v) Full time and part time employees who volunteer to work on Sunday when open for business, no overtime premiums, only the one dollar and sixty cents (\$1.60) premium will apply.
- vi) Full time employees shall be deemed to include salaried employees for the purposes of the Sunday premium only.

**20.04** (a) Any overtime that occurs on any given shift, shall be offered to the employees in accordance with their seniority, on a shift basis, provided the employees have the knowledge, skill, ability and qualifications to perform the work.

40  
2  
(b) Overtime work shall be on a voluntary basis. However since a reasonable amount of overtime is necessary for the efficient operation of the Company's business, the Union agrees to encourage employees to co-operate with the Company by working a reasonable amount of overtime to meet store requirements.

**20.05** The Union agrees that the proper operation of the business will require overtime work periodically and that the employees will co-operate fully in the matter. In case of emergency, overtime work on short notice, every effort will be made to work it out so as to cause as little inconvenience to individual employees as possible.

**20.06** The Company agrees that all hours worked on an employee's scheduled day(s) off will be paid for at the rate of one and one-half times (1 1/2x) the employee's regular hourly rate.

**ARTICLE 21 - DAYS OFF**

**21.01** The Company agrees that employees in the classification of Assistant Store Manager, Produce Manager, Meat Manager, Assistant Meat Manager, Bakery Manager, Lead Hand Baker and persons who are assigned to relieve in these positions, who desire two (2) day weekends, will be given two (2) consecutive days off, one (1) weekend each month, i.e.: Saturday and Sunday or Sunday and Monday.

**21.02** All employees who desire to have Saturdays off shall be granted at least one (1) Saturday off each month.

**21.03** The Company will give assurance to the Union that it will continue its present practice in scheduling days off unless operational conditions dictate change.

44-100125

**ARTICLE 22 - NIGHT SHOPPING PREMIUM**

**22.01** A full time employee shall be paid a premium of one dollar and twenty-five cents (~~\$1.25~~) for each hour worked after 6:00 p.m. for customer shopping convenience Monday through Friday inclusive if it is his first (1st) night worked that week. If one of these nights is his second (2nd) night worked that week, he shall be paid a premium of two dollars (\$2.00) per hour for each hour worked after 6:00 p.m. on that second (2nd) night.

**22.02** A full time employee shall be paid a premium of two dollars (\$2.00) per hour for each hour worked after 6:00 p.m. on Saturday if it is his first (1st) night worked that week, he shall be paid a premium of two dollars (\$2.00) per hour for each hour worked after 6:00 p.m. on that Saturday night.

**22.03** Employees who are receiving overtime pay shall receive such overtime pay upon the basis of their regular rate. Night shopping premiums shall not be included in their regular rate for the purposes of calculating overtime nor shall the employee receive a night shopping premium and overtime for the same hours.

**ARTICLE 23 - NIGHT SHIFT PREMIUM**

**23.01** A night shift employee is an employee who is scheduled to work in a store after it has been closed to the

public, and whose duties primarily are connected with receiving and stocking the store and incidental functions connected therewith. A night shift premium of seventy-five cents (75¢) per hour will be paid to all night shift employees for all hours so worked. Non-night shift employees will receive the seventy-five cents (75¢) premium only for those hours worked from the time the store is closed until 7:00 a.m.

This will be applicable only if employees work one (1) hour past store closing and then the premium will be paid retroactive to include the first (1st) hour. Night shift employees who are receiving overtime pay shall receive such overtime pay on the basis of their regular rate. The night shift premium shall not be included in their regular rate for the purpose of calculating overtime pay.

**23.02** A night shift employee who is in charge of the night crew shall be referred to as the Night Crew Chief and shall be paid a premium of one dollar and thirty cents (\$1.30) per hour over his clerk rate. This night crew chief premium shall be paid to such an employee for all night shift hours worked.

**23.03** The Company agrees that a Night Crew Chief will be assigned to each night of each night shift operation.

**23.04** It is understood that no employee shall be required to work alone on the night shift. In the event that a night shift employee reports to his scheduled store and no one is available to work with him he shall first (1st) report to or contact his Store Manager for instructions and second (2nd) report to the nearest Night Crew Chief, unless his Store Manager gives other instructions.

#### **ARTICLE 24 - TEMPORARY ASSIGNMENTS**

**24.01** An employee relieving in a higher rated classification will be entitled to receive a premium of thirty-five cents (35¢) per hour over his regular hourly rate after he has completed two (2) consecutive scheduled shifts in such classification. The premium will be paid retroactive to include the first (1st) shift.

**24.02** An employee relieving the Assistant Store Manager, Produce Manager, Meat Manager, Bakery Manager or Office

Clerks will be eligible for a relieving rate of sixty-five cents (65¢) per hour over his regular hourly rate after he has completed more than one (1) day in such classification, in any calendar week. The premium will be paid retroactive to include the first (1st) shift.

**24.03** An employee relieving the Store Manager, will be eligible for a relieving rate of one dollar and twenty cents (\$1.20) per hour over his regular hourly rate after he has completed more than one (1) day in such classification, in any calendar week. The premium will be paid retroactive to include the first (1st) shift.

**24.04** Where a premium as mentioned in Article 24 is paid to employees relieving, the applicable premium shall be paid except that under no circumstances shall any employee who temporarily fills a classification be paid a rate greater than the top rate for that classification in which he is temporarily relieving.

#### **ARTICLE 25 - REFRIGERATION CHECKS**

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

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

#### **ARTICLE 26 - NOTICE OF ABSENCE**

**26.01** Employees are expected to attend work regularly. When unable to report, the employee must contact his Store Manager, immediate supervisor, Department Manager or the next highest management person available within two (2) hours of his scheduled starting time, giving the reason he is unable to report to work. He must also advise the Company as to where he can be located relative to his absence. Every effort will be made to give notice prior to the start of the shift whenever possible.

**ARTICLE 27 - DISMISSAL NOTICE OR PAY**

**27.01** Employees regularly working full time upon dismissal by the Company shall be given individual notice in writing or pay in lieu thereof as follows:

**One (1) week's notice** for each full year of completed service except in the case of employees with less than one (1) year completed service to receive one (1) week's notice.

**27.02** Dismissal notice or pay in lieu thereof does not apply, as in Article 27.01 to:

- a) a person who is temporarily laid off;
- b) a person who has been found guilty of wilful misconduct or disobedience or wilful neglect of duty that has not been condoned by the Company;
- c) a person who has been employed for less than twenty-five (25) worked days; according to Article 6.03;
- d) persons who terminate their own employment;
- e) persons who are retired according to an established retirement plan;
- f) persons found guilty of dishonesty, obvious disloyalty, drunkenness or drinking intoxicants or under the influence of non prescription drugs at any time during working hours.

**27.03** A copy of the Company's Employee Termination Notice, that is given to an employee, shall be forwarded to the Union at the time it is issued.

**ARTICLE 28 - STRIKES AND LOCK OUTS**

**28.01** Neither the Union nor any of its members, nor any employee shall cause, sanction, take part in or encourage any sit down or slow down of work, or any strike or stoppage of or curtailment of or interference with the Company's sales, or any picketing of the Company's premises and the Company agrees that it will not cause, sanction or participate in any locking out of the employees.

**28.02** The Union agrees that it will not interfere or permit any of the employees in the bargaining unit to interfere with the delivery and sales of merchandise received by the Company

from Company suppliers or the removal of perishable merchandise from the Company's stores.

**28.03** The Union agrees that no controversy involving competitors or other organized groups will be reflected in their duties insofar as the Company is concerned.

**ARTICLE 29 - SAFETY COMMITTEE**

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

**29.02** The Company agrees to continue its practice of having Health and Safety Committees in each location and all members of Health and Safety Committees will assist in the enforcement of any and all safety regulations and required work practices.

**29.03** The Company recognizes and believes strongly in the fundamental principles of Health & Safety in the workplace. The Company will continue its involvement, and is committed to, the Executive Joint Health and Safety Committee which is administered jointly by the Union and the Company.

**29.04** The Company agrees to provide fifteen (15) walkie power jacks in stores of the Company's choice, over the life of the Collective Agreement.

**ARTICLE 30 - JURY DUTY**

**30.01** Full time employees summoned to jury duty, or subpoenaed to attend as a witness on behalf of the Company, shall be paid wages amounting to the difference between the amount paid them for jury services and the amount they would have earned had they worked on such days. Maximum of eight (8) hours per day. Thirty-nine (39) hours per week. This does not apply if the employee is excused from jury duty for the rest of the day or days and fails to report back to work, if same is reasonable under the circumstances (one-half (1/2) day or more), or if the jury duty occurs on the employee's scheduled day off.

**ARTICLE 31 - ANNUAL VACATIONS FOR FULL TIME EMPLOYEES**

**31.01 (a)** The date for determining the length of vacation in a calendar year, and the remuneration, shall be July 1 in that calendar year. Vacation pay will be paid on the first (1st) day in July of each year.

**(b)** Effective July 1987, the Company will provide for vacation purposes the weeks salary, when vacation is taken prior to the last working day in June. The remainder of the accrued amount will be paid out in the percentage formula less the amount paid prior to that date.

**(c)** Gross wages will be deemed to include:

Regular hours, Time and one-half, Double time, Night shopping premiums, Night shift premiums, Temporary assignment, Refrigeration checks, **Retro** wages, Sick pay, Statutory Holiday pay, Jury duty, Company meetings, Bereavement, Christmas bonus.

**(d)** Part time employees who become full time employees after January 1, 1991, shall have vacation entitlement as per Article 1.02 (c).

**31.02 (a)** All new employees with less than twelve (12) months' completed service as at June 30, are entitled to one (1) week vacation and remuneration shall be four percent (4%) of gross wages earned to June 30 of the vacation calendar year.

**(b)** Employees with less than six (6) months' completed service to June 30, shall not be required to take vacation time off, but, upon request shall be granted permission to do so. It is understood however, that employees with more than six (6) months' continuous service to June 30, shall be required to take one (1) week vacation off,

01 02

**31.03** Employees with twelve (12) months' completed service and less than four (4) years' completed service at June 30, shall receive two (2) weeks vacation and remuneration shall be four percent (4%) of gross wages earned in the period July 1 of the previous year to June 30 of the vacation calendar year.

**31.04** Employees with four (4) years' completed service and less than nine (9) years' completed service as at June 30, shall receive three (3) weeks vacation and remuneration shall be six

percent (6%) of gross wages earned in the period July 1 of the previous year to June 30 of the vacation calendar year. 904

**31.05** Employees with nine (9) years' completed service and less than fifteen (15) years' completed service as at June 30, shall receive four (4) weeks vacation and remuneration shall be eight percent (8%) of gross wages earned in the period July 1 of the previous year to June 30 of the vacation calendar year. Three (3) of the four (4) weeks shall be granted in one continuous period during the regular vacation period. The remaining week may be granted at any other time during the calendar year.

**31.06 (a)** Employees with fifteen (15) years' completed service as at June 30, and less than eighteen (18) years' completed service shall receive four (4) weeks vacation and remuneration shall be nine percent (9%) of gross wages earned in the period July 1 of the previous year to June 30 of the vacation calendar year. Three (3) of the four (4) weeks shall be granted in one continuous period during the regular vacation period. The remaining week may be granted at any other time during the calendar year. 155A-1

**31.06 (b)** Employees with eighteen (18) years' completed service at June 30, and less than twenty-five (25) years' completed service shall receive five (5) weeks vacation and remuneration shall be ten percent (10%) of gross wages earned in the period July 1 of the previous year to June 30 of the vacation calendar year. Three (3) of the five (5) weeks shall be granted in one continuous period during the regular vacation period. The remaining weeks may be granted at any other time during the calendar year. DEF 1905

**31.06 (c)** Effective July 1, 1994, employees with fifteen (15) years' completed service at June 30, and less than twenty-five (25) years' completed service shall receive five (5) weeks vacation and remuneration shall be ten percent (10%) of gross wages earned in the period July 1 of the previous year to June 30 of the vacation calendar year. Three (3) of the five (5) weeks shall be granted in one continuous period during the regular vacation period. The remaining weeks may be granted at any other time during the calendar year. 2401-1505

**31.07** Employees with twenty-five (25) years' completed

service as at June 30, and <sup>2506</sup>over shall receive six (6) weeks vacation and remuneration shall be twelve percent (12%) of gross wages earned in the period July 1 of the previous year to June 30 of the vacation calendar year. Three (3) of the six (6) weeks shall be granted in one continuous period during the regular vacation period. The remaining weeks may be granted at any other time during the calendar year.

**31.08** Upon termination employees shall be paid vacation pay of four percent (4%), six percent (6%), eight percent (8%), nine percent (9%), ten percent (10%) or twelve percent (12%) of gross wages in accordance with the above vacation provisions.

**31.09** A vacation list shall be posted not later than February 1 requesting employees to indicate their preference. It is agreed that employees with the longest service with the Company will have preference.

Where two (2) or more employees have the same seniority date the employee with the lower employee number shall have preference. Vacation lists must be completed by March 31. No more than three (3) weeks of vacation time may be scheduled during the summer months of July and August. The balance of an employee's vacation entitlement shall be scheduled according to seniority and to requirements of the operation. It is agreed by the Company and the Union that for vacation scheduling, seniority shall not apply after March 31. Vacations must be taken between January 1 and December 31 of each year.

**31.10** When a paid holiday occurs during an employee's vacation, an extra day's vacation or one (1) day's pay in lieu of the holiday shall be granted if the holiday is one for which the employee would have received pay had he been working. The employee shall advise the Company if he is taking the day, rather than the pay in lieu of, prior to going on vacation.

**31.11** An employee will have the right to hold his vacation in abeyance if he is absent due to sickness, accident or compensation at the time his vacation is scheduled to begin. Such deferred vacation shall be taken at a later date which is mutually agreed to between the employee and the Company. However, the employee shall advise the Company as soon as

he is capable or upon his return to work of his intention to take such deferred vacation, which cannot be extended beyond year end.

**ARTICLE 32 - CHRISTMAS BONUS**

**32.01 (a)** The Company agrees that it will pay a yearly Christmas Bonus of two percent (2%) of total earnings.

**(b)** During the first twenty-four (24) months of employment, part time employees hired after the date of ratification shall be entitled to a yearly Christmas bonus of one (1%) of total earnings.

**(c)** Total earnings shall mean payments based on T4 box "C" earnings less any Taxable Benefits and the previous year's Christmas Bonus.

**ARTICLE 33 - BENEFITS**

**33.01** The Company agrees that the following benefits shall be in effect, as set out in this Article, during the term of this Agreement.

**33.02** The Union agrees that should government plans or Union negotiated plans provide similar benefits to those covered in the following plans, such similar benefits will be automatically cancelled under the Company plans.

**33.03 GROUP LIFE, ACCIDENTAL DEATH AND DISMEMBERMENT, WEEKLY INDEMNITY AND LONG TERM DISABILITY**

**ELIGIBILITY** - Full time employees will be eligible to become a member of the Group Insurance Plan when they have completed three (3) months of continuous employment with the Company, provided they are at work on that date. If not at work on that date, they are eligible immediately upon return to work.

708-100

**WEEKLY INDEMNITY**

Effective January 1, 1991, sixty-six and two-thirds percent (66 2/3%) of weekly earnings subject to a maximum benefit of four hundred and twenty-five dollars (\$425.00) per week for all full time employees.

74 9706-7212-  
- 31 - 067 425

Effective January 3, 1993, sixty-six and two-thirds percent (66 2/3%) of weekly earnings subject to a maximum benefit of four hundred and sixty dollars (\$460.00) per week for all full time employees. *74 9401-9912 017490*

Effective January 2, 1994, sixty-six and two-thirds percent (66 2/3%) of weekly earnings subject to a maximum benefit of four hundred and ninety dollars (\$490.00) per week for all full time employees.

The Weekly Indemnity runs for fifteen (15) weeks after which the Long Term Disability takes effect. *700-100*

**LONG TERM DISABILITY** *77 9206-9912 9991500*

Effective January 1, 1992, one thousand and five hundred and fifty dollars (\$1,550.00) per month for all full time employees.

Effective January 3, 1993, one thousand eight hundred dollars (\$1,800.00) per month for all full time employees. *78 9301-9912 9991800*

The Company is responsible for the administration and application of any insurance policy established in order to provide the above mentioned plan (L.T.D. only) and any difference arising with respect thereto will be disposed of in accordance with the grievance and arbitration provisions of this Agreement.

**GROUP LIFE INSURANCE** *72-030700 100*

Effective January 1, 1991, thirty thousand dollars (\$30,000.00) for all full time employees.

All benefits are subject to the provisions of the policy

The Company pays one hundred percent (100%) of the cost of the premiums.

**33.04 SUPPLEMENTARY MEDICAL EXPENSE BENEFITS** *766-1*

a) This plan provides for coverage over and above O.H.I.P. (comparable to a major medical plan) and is administered by the Company's carrier. *70 L.J-100*

**COVERAGE** - This plan has a twenty-five dollar (\$25.00) deductible per individual or thirty-five dollars (\$35.00) per family. Expenses are paid at one hundred percent (100%) over and above the annual deductible. This plan also pays for one hundred percent (100%) of the semi-private hospital coverage - no deductible.

Further details of the group insurance can be found in the booklet provided. Group Insurance booklets are available upon request from the Payroll Department. The premiums are paid fully by the Company. *DEF*

b) VISION CARE - Effective January 1, 1993, full time employees and their eligible dependents are eligible for vision care benefits (glasses and contacts) once every twenty-four (24) months to a maximum of one hundred dollars (\$100.00) - no deductible. *301-992706*

### **33.05 SICK PAY ALLOWANCE**

**ELIGIBILITY** - All full time employees with three (3) months of continuous service with the Company are eligible.

**COVERAGE** - The coverage is paid for and administered by the Company. Sick Pay Allowance provides for payment of the first five (5) days of any absence due to illness up to a maximum of ten (10) days per calendar year. *-9999*

The employees will be paid an allowance of seventy-five percent (75%) of basic daily pay.

The seventy-five percent (75%) Sick Pay Allowance will be applied to full days or half days only.

An employee who works more than one-half (1/2) day will not be eligible for the Sick Pay Allowance. An employee who works less than one-half (1/2) day will be eligible to receive the Sick Pay Allowance on one-half (1/2) day only.

The employee must produce proper evidence that he is entitled to pay during such absence, if requested to do so by the Company. Such evidence, if requested, shall be requested prior to the employee's returning to work where the employee has notified the Company according to Article 26.01. Any employee failing to notify the Company according to Article 26.01 will be required to produce proper evidence upon return to work. Any employee abusing this privilege by attempting to collect Sick Pay Allowance under false pretences shall be subject to immediate dismissal.

### **33.06 COMPENSATION ACCIDENTS**

a) The Company shall pay an employee for time lost resulting from a compensable accident during the period on the first day which is not covered by Workers' Compensation Board coverage.

b) The Company agrees to provide a copy of the Form 7 to the employee and notify the employee in the event a claim is being challenged.

c) Full time employees awaiting W.C.B. or Weekly Indemnity claims will be advanced an amount equal to the Weekly Indemnity Benefit paid to an employee when they would normally receive their pay.

d) These monies will be reimbursed to the Company once the claim has been processed.

e) Form 7's and any challenges to W.C.B. claims will be forwarded to the Union.

f) The Company recognizes and believes strongly in the benefits of a rehabilitation program for employees who have been injured on the job or are recuperating from personal injury or illness. To this end the Company and the Union have formed and are committed to a jointly administered Modified/Return to Work Committee.

### **33.07 PENSION PLAN - EFFECTIVE MAY 10, 1981**

#### **Contributions - Current Service**

Effective January 5, 1986 - to **thirty cents (30¢)** per hour

Effective January 3, 1988 to **thirty-five cents (35¢)** per hour (from thirty cents (30¢))

Effective December 31, 1989 - to **forty-one cents (41¢)** per hour (from thirty-five cents (35¢))

Effective December 29, 1991 to **forty-seven cents (47¢)** per hour (from forty-one cents (41¢))

#### **Contributions - Past Service**

During the life of this Agreement, and subject to Article 33.07 (d), the Company will continue to contribute towards past service benefits ~~eight cents (8¢)~~ per hour. Accordingly the **total contributions** (covering both current service and past service) to the C.C.W.I.P.P. for all hours paid and worked as defined in Article 33.07 (a) shall be as follows:

Effective January 5, 1986 - **thirty-eight cents (38¢)** per hour

Effective January 3, 1988 - **forty-three cents (43¢)** per hour

Effective December 31, 1989 - **forty-nine cents (49¢)** per hour

Effective December 29, 1991 **fifty-five cents (55¢)** per hour

a) The Company agrees to contribute to the Canadian Commercial Workers Industry Pension Plan ("pension plan") for all hours paid and worked for all full time and part time employees. Hours paid and worked is defined as regular hours, overtime hours, vacation, paid holidays, sick days, bereavement and jury duty to a maximum of thirty-nine (39) hours per week per employee, but shall not include Weekly Indemnity or Workers' Compensation payments.

b) The Company agrees to sign a "Participation Agreement" and supply any other documents, forms, reports or information required by the Trustees of the pension plan. The Company shall forward all contributions together with a list of all full time and part time employees and the number of hours paid and worked for each employee in each reporting period, within fifteen (15) days following the end of the Company's four (4) week accounting periods.

c) The Company's contribution to the Canadian Commercial Workers Industry Pension Plan and the allocation to current service benefits shall be in accordance with those contribution levels agreed to by the Trustees of the Plan which shall become effective January 1, 1993.

d) It is understood and agreed that the Company will cease contributions for past service benefits at such time as the past service liability is paid with respect to its employees covered by the Canadian Commercial Workers Industry Pension Plan.

**33.08 DENTAL PLAN - EFFECTIVE MAY 10, 1981**

a) Effective January 1, 1991, the Company agrees to contribute fifteen cents (15¢) per hour for all hours paid and worked to the United Food and Commercial Workers Trusteed Dental Plan - Ontario ("dental plan"). Hours paid and worked is as set out in Article 33.07 (a).

b) Effective January 3, 1993, the Company agrees to contribute sixteen cents (16¢) per hour for all hours paid and worked to the United Food and Commercial Workers Trusteed Dental Plan - Ontario ("dental plan"). Hours paid and worked is as set out in Article 33.07 (a).

c) The Company agrees to sign a "Participation Agreement" and supply any other documents, forms, reports or information required by the Trustees of the dental plan. <sup>605</sup>  
The Company shall forward all contributions, together with a list of all full time and part time employees and the number of hours paid and worked for each employee in each reporting period, within fifteen (15) days following the end of each of the Company's four (4) week accounting periods.

d) In the event that the Trustees of the dental plan determine that on the basis of an actuarial evaluation that additional contributions are required from the participating members of the dental plan, it is understood and agreed that any additional contributions of the Company shall be limited to a maximum of an additional two cents (2¢) per hour for all hours paid and worked.

**33.09 TRAINING AND EDUCATION TRUST FUND - EFFECTIVE MAY 10, 1981**

Effective August 26, 1990, the Company agrees to contribute thirteen cents (13¢) per hour to the United Food and Commercial Workers Union Local 1977 Training and Education Trust Fund for all hours paid and worked by all full time and part time employees, to a maximum of five dollars and seven cents (\$5.07) per week per employee.

Effective July 1, 1991, the Company agrees to contribute fifteen cents (15¢) per hour to the United Food and Commercial Workers Local 1977 Training and Education Trust Fund for all hours paid and worked by all full time and part time employees to a maximum of five dollars and eighty-five cents (\$5.85) per week per employee.

Hours paid and worked as defined and set out in Article 33.07 (a). The Company shall forward the contributions every four (4) weeks to the Union and shall include a list of employees, the number of hours paid and worked by each employee during each four (4) week period.

**33.10 MAP/EAP JOINT COMMITTEE**

Effective January 3, 1993 the Company agrees to contribute two cents (2¢) per hour to the United Food and Commercial Workers Union Local 1977 Membership/Employee Assistance

Program during the life of this Agreement for all hours paid and worked for all full time and part time employees, to a maximum of seventy-eight cents (78¢) per week per employee. Effective January 2, 1994, the Company agrees to contribute three cents (3¢) per hour to the United Food and Commercial Workers Union Local 1977 Membership/Employee Assistance Program during the life of this Agreement for all hours paid and worked for all full time and part time employees, to a maximum of one dollar and seventeen cents (\$1.17) per week per employee.

**ARTICLE 34 - SALARIED EMPLOYEES**

**34.01** The following classifications shall be considered as salaried employees: Assistant Store Manager, Meat Manager, Produce Manager and Bakery Manager.

**34.02** Notwithstanding any other provisions, the following differences in benefit schedules is applicable to salaried employees:

- i) Salary continuation prior to Long Term Disability being applicable for work-related and non work-related illnesses.
- ii) Christmas Bonus and Vacation Pay includes payment made under the salary continuation plan.

**34.03** Notwithstanding Article 14, 17, 20, the following application for time off for statutory and extra hours will apply.

- i) In a week in which a Statutory Holiday occurs full salary shall be applicable and salaried employees who must work the additional day(s), equal time off for time owing applies.
- ii) When a salaried employee works on a Statutory Holiday, he/she will receive equal time off for time owing.
- iii) When a salaried employee is scheduled to work more than thirty-nine (39) hours, he receives equal time off for time owing.
- iv) When a salaried employee has to work on

his/her scheduled day(s) off, he/she receives equal time off for time owing.

- v) It is agreed that when granting time owing, it is scheduled in consultation with the Store Manager.
- vi) When a salaried employee works more than thirty-nine (39) hours in a week, he/she will receive time owing for time worked. Where possible, time owing should be given within that week or within three (3) weeks, to avoid the accumulation of hours.
- vii) All extra hours worked by salaried employees must be authorized by the Store Manager and/or his designate.

**34.04** The following Articles are not applicable to salaried employees: 22, 23.

**ARTICLE 35 - WAGE RATES AND JOB CLASSIFICATIONS**

50A-1

**35.01** All full time employees covered by this Agreement shall be paid in accordance with Schedule "A" effective May 3, 1992.

**35.02** Effective January 3, 1993, all full time employees covered by this Agreement who are on the payroll of the Company as of date of ratification (December 9, 1992) shall receive a wage increase of thirty cents (30¢) per hour, and the wage progression schedule shall be as set out in Schedule "B".

**35.03** Effective January 2, 1994 all full time employees covered by this Agreement who are on the payroll of the Company as of date of ratification (December 9, 1992) shall receive a wage increase of thirty-five cents (35¢) per hour, and the wage progression shall be as set out in Schedule "C".

**35.04** Notwithstanding the across-the-board increase negotiated between the Company and the Union, the Company and the Union agree that the maximum wage rate paid to any employee during the term of this Collective Agreement shall be the maximum wage rate set out in the wage progression schedules for his classification.

Therefore, if any employee was paid a wage rate under the previous Collective Agreement in excess of the maximum wage rate of his classification such employee shall be paid, following ratification, the maximum wage rate as negotiated and as set out in the wage progression schedules.

**35.05** The job classification and wage rates applicable to the appropriate job classification set forth in this Agreement are mutually agreed upon and shall prevail without change as and from the dates indicated in the wage progression schedules.

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

a) Where a new employee commences work within a quarter, he shall immediately receive the appropriate start rate for the position and provided, however, he commences work or is promoted prior to the middle (15th) of the second month within the quarter. Should he commence work after the 15th of the second month, he shall immediately receive the appropriate start rate for the position and he then shall receive his first quarterly or half yearly adjustment at the end of the succeeding quarter.

b) Where an employee commences in a classification at a rate which is on the wage progression schedule but at a higher rate than the starting rate, he shall proceed to the next higher rate in the wage progression schedule at the time of the next quarterly or half yearly increase and shall progress quarterly or half yearly thereafter.

c) Where an employee commences in a classification at an "off rate" (a rate not specified on the wage progression schedule), he shall be "slotted in" to the wage progression schedule by proceeding to the next higher rate on the wage progression schedule at the time of the next quarterly or half yearly increase and shall progress quarterly or half yearly thereafter.

d) Where an employee is promoted to another classification he shall be placed on the wage progression schedule, initially, at the next higher rate and then proceed to

the next higher rate in the wage progression schedule at the time of the next quarterly or half yearly increase and shall progress quarterly or half yearly thereafter.

To qualify for the quarterly adjustment in wages as set out herein full time employees must have worked at least two hundred and eighty (280) hours within the said quarter.

**35.07 VOLUME REVIEW AND ADJUSTMENT**

Volumes shall be adjusted quarterly as of the first pay week of January, April, July and October, based on the review of the previous four (4) - three (3) month periods. If the volume in a store adjusts upward the employees wage rate will adjust likewise.

**ARTICLE 36 - RETROACTIVITY**

**36.01** No part of this Agreement shall be deemed retroactive unless specifically stated. All other provisions contained in this Agreement are effective the beginning of the first full pay period following the date of ratification.

**ARTICLE 37 - OFFICE CLERK (BACK UP)**

**37.01** Any employee who performs the duties of an Office Clerk in a "back up" capacity will be paid a premium of sixty-five cents (65¢) per hour for all hours worked while performing such duties. Except that under no circumstances shall such employee be paid a rate greater than the top rate of the Office Clerk classification.

**37.02** The Company will select "back up" office clerks as required, internally, based on ability, qualifications and availability according to the needs of the operation.

**ARTICLE 38 - PART-TIME EMPLOYEES**

**38.01** The Company agrees that part time employees or a combination of part time employees shall not be used to the extent that they displace from employment full time employees.

gsk-1

**ARTICLE 39 - EXPIRATION AND RENEWAL**

**39.01** The Agreement shall be effective from June 29, 1992, and shall remain in full force until June 28, 1994, and shall continue in full force thereafter for one (1) year except that either party may, upon not more than ninety (90) days, and not less than thirty (30) days before the expiry date or renewal date of such Agreement, give notice in writing to the other party of their intention to revise or abrogate this Agreement.

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

Dated at Cambridge this 9th day of December, 1992.

**ZEHRS MARKETS**

**A DIVISION OF ZEHRMART LIMITED**

|                |                 |
|----------------|-----------------|
| William Herzog | Sharon Hughes   |
| Chuck Gyles    | John Trussler   |
| Bob Bagley     | Paul Mansbridge |
| Susan Shaw     |                 |

**UNITED FOOD AND COMMERCIAL WORKERS  
UNION • LOCAL 1977**

|                  |                |
|------------------|----------------|
| Brian Williamson | Scott Penner   |
| Jim McLean       | Bob Slack      |
| Fred Degan       | Lori Wallis    |
| Daniel Krieger   | Rob Armbruster |

**SCHEDULE "A"**  
**ZEHRS MARKETS**  
**WAGE PROGRESSION SCHEDULE**  
**EFFECTIVE MAY 3, 1992**

**ASSISTANT STORE MANAGER, PRODUCE MANAGER, MEAT MANAGER AND BAKERY MANAGER**

| Store Volumes   | Start  | Rate  | 6 Mo.  | Rate  | 12 Mo. | Rate  | 18 Mo. | Rate  |
|-----------------|--------|-------|--------|-------|--------|-------|--------|-------|
| 0 -200,000      | 676.50 | 17.35 | 691.50 | 17.73 | 711.50 | 18.24 | 744.90 | 19.10 |
| 200,001-325,000 | 684.44 | 17.55 | 699.44 | 17.93 | 719.44 | 18.45 | 753.09 | 19.31 |
| 325,001-450,000 | 692.63 | 17.76 | 707.63 | 18.14 | 727.63 | 18.66 | 761.28 | 19.52 |
| Over 450,001    | 700.43 | 17.96 | 715.43 | 18.34 | 735.43 | 18.86 | 769.08 | 19.72 |

- 42 -

**SCHEDULE "B"**  
**ZEHRS MARKETS**  
**WAGE PROGRESSION SCHEDULE**  
**EFFECTIVE JANUARY 3, 1993**

**ASSISTANT STORE MANAGER, PRODUCE MANAGER, MEAT MANAGER AND BAKERY MANAGER**

| Store Volumes   | Start  | Rate  | 6 Mo.  | Rate  | 12 Mo. | Rate  | 18 Mo. | Rate  |
|-----------------|--------|-------|--------|-------|--------|-------|--------|-------|
| 0 -200,000      | 676.50 | 17.35 | 691.50 | 17.73 | 711.50 | 18.24 | 756.60 | 19.40 |
| 200,001-325,000 | 684.44 | 17.55 | 699.44 | 17.93 | 719.44 | 18.45 | 764.79 | 19.61 |
| 325,001-450,000 | 692.63 | 17.76 | 707.63 | 18.14 | 727.63 | 18.66 | 772.98 | 19.82 |
| Over 450,001    | 700.43 | 17.96 | 715.43 | 18.34 | 735.43 | 18.86 | 780.78 | 20.02 |

**SCHEDULE "C"**  
**ZEHR'S MARKETS**  
**WAGE PROGRESSION SCHEDULE**  
**EFFECTIVE JANUARY 2, 1994**

**ASSISTANT STORE MANAGER, PRODUCE MANAGER, MEAT MANAGER AND BAKERY MANAGER**

| <b>Store Volumes</b>   | <b>Start</b> | <b>Rate</b> | <b>6 Mo.</b> | <b>Rate</b> | <b>12 Mo.</b> | <b>Rate</b> | <b>18 Mo.</b> | <b>Rate</b> |
|------------------------|--------------|-------------|--------------|-------------|---------------|-------------|---------------|-------------|
| <b>0 -200,000</b>      | 676.50       | 17.35       | 691.50       | 17.73       | 711.50        | 18.24       | 770.25        | 19.75       |
| <b>200,001-325,000</b> | 684.44       | 17.55       | 699.44       | 17.93       | 719.44        | 19.45       | 778.44        | 19.96       |
| <b>325,001-450,000</b> | 692.63       | 17.76       | 707.63       | 18.14       | 727.63        | 18.66       | 786.63        | 20.17       |
| <b>Over 450,001</b>    | 700.43       | 17.96       | 715.43       | 18.34       | 735.43        | 18.86       | 794.43        | 20.37       |

**ZEHRS MARKETS  
WAGE PROGRESSION SCHEDULE**

**LEAD BAKER**

|         | <b>05/03/92</b> | <b>01/03/93</b> | <b>01/02/94</b> |
|---------|-----------------|-----------------|-----------------|
|         | <b>"A"</b>      | <b>"B"</b>      | <b>"C"</b>      |
| Start   | 9.70            | 9.70            | 9.70            |
| 3 Mon.  | 10.48           | 10.48           | 10.48           |
| 6 Mon.  | 11.18           | 11.18           | 11.18           |
| 9 Mon.  | 11.88           | 11.88           | 11.88           |
| 12 Mon. | 12.60           | 12.60           | 12.60           |
| 15 Mon. | 13.32           | 13.32           | 13.32           |
| 18 Mon. | 14.04           | 14.04           | 14.04           |
| 21 Mon. | 14.75           | 14.75           | 14.75           |
| 24 Mon. | 16.72           | 17.02           | 17.37           |

**HEAD DELI CLERK**

|         | <b>05/03/92</b> | <b>01/03/93</b> | <b>01/02/94</b> |
|---------|-----------------|-----------------|-----------------|
|         | <b>"A"</b>      | <b>"B"</b>      | <b>"C"</b>      |
| Start   | 9.02            | 9.02            | 9.02            |
| 3 Mon.  | 9.81            | 9.81            | 9.81            |
| 6 Mon.  | 10.51           | 10.51           | 10.51           |
| 9 Mon.  | 11.21           | 11.21           | 11.21           |
| 12 Mon. | 11.94           | 11.94           | 11.94           |
| 15 Mon. | 12.67           | 12.67           | 12.67           |
| 18 Mon. | 13.40           | 13.40           | 13.40           |
| 21 Mon. | 14.12           | 14.12           | 14.12           |
| 24 Mon. | 17.45           | 17.75           | 18.10           |

**DECORATOR**

|         | <b>05/03/92</b> | <b>01/03/93</b> | <b>01/02/94</b> |
|---------|-----------------|-----------------|-----------------|
|         | <b>"A"</b>      | <b>"B"</b>      | <b>"C"</b>      |
| Start   | 9.02            | 9.02            | 9.02            |
| 3 Mon.  | 9.81            | 9.81            | 9.81            |
| 6 Mon.  | 10.51           | 10.51           | 10.51           |
| 9 Mon.  | 11.21           | 11.21           | 11.21           |
| 12 Mon. | 11.94           | 11.94           | 11.94           |
| 15 Mon. | 12.67           | 12.67           | 12.67           |
| 18 Mon. | 13.40           | 13.40           | 13.40           |
| 21 Mon. | 14.12           | 14.12           | 14.12           |
| 24 Mon. | 16.31           | 16.61           | 16.96           |

POST OFFICE CLERK

|         | <b>05/03/92</b> | <b>01/03/93</b> | <b>01/02/94</b> |
|---------|-----------------|-----------------|-----------------|
|         | <b>"A"</b>      | <b>"B"</b>      | <b>"C"</b>      |
| Start   | 9.51            | 9.51            | 9.51            |
| 3 Mon.  | 10.29           | 10.29           | 10.29           |
| 6 Mon.  | 10.98           | 10.98           | 10.98           |
| 9 Mon.  | 11.67           | 11.67           | 11.67           |
| 12 Mon. | 12.38           | 12.38           | 12.38           |
| 15 Mon. | 13.11           | 13.11           | 13.11           |
| 18 Mon. | 13.83           | 13.83           | 13.83           |
| 21 Mon. | 14.54           | 14.54           | 14.54           |
| 24 Mon. | 16.56           | 16.86           | 17.51           |

MEAT CUTTER

|         | <b>05/03/92</b> | <b>01/03/93</b> | <b>01/02/94</b> |
|---------|-----------------|-----------------|-----------------|
|         | <b>"A"</b>      | <b>"B"</b>      | <b>"C"</b>      |
| Start   | 9.95            | 9.95            | 9.95            |
| 3 Mon.  | 10.73           | 10.73           | 10.73           |
| 6 Mon.  | 11.42           | 11.42           | 11.42           |
| 9 Mon.  | 12.12           | 12.12           | 12.12           |
| 12 Mon. | 12.84           | 12.84           | 12.84           |
| 15 Mon. | 13.56           | 13.56           | 13.56           |
| 18 Mon. | 14.28           | 14.28           | 14.28           |
| 21 Mon. | 14.99           | 14.99           | 14.99           |
| 24 Mon. | 16.97           | 17.27           | 17.62           |

SMOKE HOUSE OPERATOR

|         | <b>05/03/92</b> | <b>01/03/93</b> | <b>01/02/94</b> |
|---------|-----------------|-----------------|-----------------|
|         | <b>"A"</b>      | <b>"B"</b>      | <b>"C"</b>      |
| Start   | 10.51           | 10.51           | 10.51           |
| 3 Mon.  | 11.35           | 11.35           | 11.35           |
| 6 Mon.  | 11.90           | 11.90           | 11.90           |
| 9 Mon.  | 12.55           | 12.55           | 12.55           |
| 12 Mon. | 13.20           | 13.20           | 13.20           |
| 15 Mon. | 13.85           | 13.85           | 13.85           |
| 18 Mon. | 14.50           | 14.50           | 14.50           |
| 21 Mon. | 15.14           | 15.14           | 15.14           |
| 24 Mon. | 17.66           | 17.96           | 18.31           |

## OFFICE CLERK

|         | <b>05/03/92</b> | <b>01/03/93</b> | <b>01/02/94</b> |
|---------|-----------------|-----------------|-----------------|
|         | <b>"A"</b>      | <b>"B"</b>      | <b>"C"</b>      |
| Start   | 9.26            | 9.26            | 9.26            |
| 3 Mon.  | 10.04           | 10.04           | 10.04           |
| 6 Mon.  | 10.73           | 10.73           | 10.73           |
| 9 Mon.  | 11.42           | 11.42           | 11.42           |
| 12 Mon. | 12.14           | 12.14           | 12.14           |
| 15 Mon. | 12.86           | 12.86           | 12.86           |
| 18 Mon. | 13.58           | 13.58           | 13.58           |
| 21 Mon. | 14.29           | 14.29           | 14.29           |
| 24 Mon. | 17.61           | 17.91           | 18.26           |

## GROCERY/PRODUCE CLERK

|         | <b>05/03/92</b> | <b>01/03/93</b> | <b>01/02/94</b> |
|---------|-----------------|-----------------|-----------------|
|         | <b>"A"</b>      | <b>"B"</b>      | <b>"C"</b>      |
| Start   | 9.33            | 9.33            | 9.33            |
| 3 Mon.  | 10.11           | 10.11           | 10.11           |
| 6 Mon.  | 10.80           | 10.80           | 10.80           |
| 9 Mon.  | 11.49           | 11.49           | 11.49           |
| 12 Mon. | 12.20           | 12.20           | 12.20           |
| 15 Mon. | 12.91           | 12.91           | 12.91           |
| 18 Mon. | 13.63           | 13.63           | 13.63           |
| 21 Mon. | 14.34           | 14.34           | 14.34           |
| 24 Mon. | 16.31           | 16.61           | 16.96           |

## BAKER

|         | <b>05/03/92</b> | <b>01/03/93</b> | <b>01/02/94</b> |
|---------|-----------------|-----------------|-----------------|
|         | <b>"A"</b>      | <b>"B"</b>      | <b>"C"</b>      |
| Start   | 9.33            | 9.33            | 9.33            |
| 3 Mon.  | 10.11           | 10.11           | 10.11           |
| 6 Mon.  | 10.80           | 10.80           | 10.80           |
| 9 Mon.  | 11.49           | 11.49           | 11.49           |
| 12 Mon. | 12.20           | 12.20           | 12.20           |
| 15 Mon. | 12.91           | 12.91           | 12.91           |
| 18 Mon. | 13.63           | 13.63           | 13.63           |
| 21 Mon. | 14.34           | 14.34           | 14.34           |
| 24 Mon. | 16.31           | 16.61           | 16.96           |

**ASSISTANT MEAT MANAGER**

|        | <b>05/03/92</b> | <b>01/03/93</b> | <b>01/02/94</b> |
|--------|-----------------|-----------------|-----------------|
|        | <b>"A"</b>      | <b>"B"</b>      | <b>"C"</b>      |
| Start  | 13.85           | 13.85           | 13.85           |
| 3 Mon. | 15.59           | 15.59           | 15.59           |
| 6 Mon. | 17.45           | 17.75           | 18.10           |

**CASHIER/WRAPPER/PHOTOLAB/SERVICE CLERK**

|         | <b>05/03/92</b> | <b>01/03/93</b> | <b>01/02/94</b> |
|---------|-----------------|-----------------|-----------------|
|         | <b>"A"</b>      | <b>"B"</b>      | <b>"C"</b>      |
| Start   | 8.79            | 8.79            | 8.79            |
| 3 Mon.  | 9.57            | 9.57            | 9.57            |
| 6 Mon.  | 10.26           | 10.26           | 10.26           |
| 9 Mon.  | 10.95           | 10.95           | 10.95           |
| 12 Mon. | 11.63           | 11.63           | 11.63           |
| 15 Mon. | 12.38           | 12.38           | 12.38           |
| 18 Mon. | 13.10           | 13.10           | 13.10           |
| 21 Mon. | 13.81           | 13.81           | 13.81           |
| 24 Mon. | 16.31           | 16.61           | 16.96           |

**BR**

**FLORAL/SEAFOOD SERVICE CLERK**

|         | <b>05/03/92</b> | <b>01/03/93</b> | <b>01/02/94</b> |
|---------|-----------------|-----------------|-----------------|
|         | <b>"A"</b>      | <b>"B"</b>      | <b>"C"</b>      |
| Start   | 8.79            | 8.79            | 8.79            |
| 3 Mon.  | 9.57            | 9.57            | 9.57            |
| 6 Mon.  | 10.26           | 10.26           | 10.26           |
| 9 Mon.  | 10.95           | 10.95           | 10.95           |
| 12 Mon. | 11.63           | 11.63           | 11.63           |
| 15 Mon. | 12.38           | 12.38           | 12.38           |
| 18 Mon. | 13.10           | 13.10           | 13.10           |
| 21 Mon. | 13.81           | 13.81           | 13.81           |
| 24 Mon. | 16.72           | 17.02           | 17.37           |

**\*\*SENIOR GROCERY CLERK**

|         | <b>05/03/92</b> | <b>01/03/93</b> | <b>01/02/94</b> |
|---------|-----------------|-----------------|-----------------|
|         | <b>"A"</b>      | <b>"B"</b>      | <b>"C"</b>      |
| Start   | 9.70            | 9.70            | 9.70            |
| 3 Mon.  | 10.48           | 10.48           | 10.48           |
| 6 Mon.  | 11.18           | 11.18           | 11.18           |
| 9 Mon.  | 11.88           | 11.88           | 11.88           |
| 12 Mon. | 12.60           | 12.60           | 12.60           |
| 15 Mon. | 13.32           | 13.32           | 13.32           |
| 18 Mon. | 14.04           | 14.04           | 14.04           |
| 21 Mon. | 14.75           | 14.75           | 14.75           |
| 24 Mon. | 16.92           | 17.22           | 17.57           |

\*\*These classifications apply only to stores with store sales of \$200,000 or over.

**SENIOR DAIRY CLERK**

|         | <b>05/03/92</b> | <b>01/03/93</b> | <b>01/02/94</b> |
|---------|-----------------|-----------------|-----------------|
|         | <b>"A"</b>      | <b>"B"</b>      | <b>"C"</b>      |
| Start   | 9.70            | 9.70            | 9.70            |
| 3 Mon.  | 10.48           | 10.48           | 10.48           |
| 6 Mon.  | 11.18           | 11.18           | 11.18           |
| 9 Mon.  | 11.88           | 11.88           | 11.88           |
| 12 Mon. | 12.60           | 12.60           | 12.60           |
| 15 Mon. | 13.32           | 13.32           | 13.32           |
| 18 Mon. | 14.04           | 14.04           | 14.04           |
| 21 Mon. | 14.75           | 14.75           | 14.75           |
| 24 Mon. | 16.92           | 17.60           | 17.95           |

**HEAD BAKE-OFF CLERK/HEAD GENERAL****MERCHANDISE CLERK**

|         | <b>05/03/92</b> | <b>01/03/93</b> | <b>01/02/94</b> |
|---------|-----------------|-----------------|-----------------|
|         | <b>"A"</b>      | <b>"B"</b>      | <b>"C"</b>      |
| Start   | 9.02            | 9.02            | 9.02            |
| 3 Mon.  | 9.81            | 9.81            | 9.81            |
| 6 Mon.  | 10.51           | 10.51           | 10.51           |
| 9 Mon.  | 11.21           | 11.21           | 11.21           |
| 12 Mon. | 11.94           | 11.94           | 11.94           |
| 15 Mon. | 12.67           | 12.67           | 12.67           |
| 18 Mon. | 13.40           | 13.40           | 13.40           |
| 21 Mon. | 14.12           | 14.12           | 14.12           |
| 24 Mon. | 17.45           | 17.75           | 18.10           |

## APPENDIX "A"

### ARTICLE 1 - PART TIME EMPLOYEES

**1.01** All matters relative to part time employees and their working conditions shall be contained in this Appendix and the following Articles as in the main body: Article 1, 2, 3, 4, 5, 7, 9, 10, 11, 12, 26, 28, 29, 32, 33.06, 33.07, 33.08, 33.09, 33.10, 36, 39.

#### **1.02 SENIORITY**

a) Seniority for a part time employee shall be based on his length of service as a part time employee in the bargaining unit.

b) The Company shall maintain a seniority list of part time employees stating names and job classifications, which shall be posted quarterly in a position where the Union or any employee has access to it. The Union or any employee has the right to protest any listing within thirty (30) days following the posting of the seniority list.

c) i) When a part time employee changes his status to full time he shall be credited with fifty percent (50%) of his seniority as a part time employee within the bargaining unit up to a maximum of eighteen (18) months.

ii) Part time employees who change their status to full time after January 1, 1991, will receive vacation entitlement based on their full time seniority date; as under c) i).

d) i) When a full time employee changes his status to a part time employee he shall carry full seniority to the part time seniority list.

ii) When such employee subsequently returns to full time status his seniority shall be determined as follows:

a) he shall be credited with fifty percent (50%) of his part time seniority, acquired from the date of his previous status change to part time to the date of his change to full time status, to a maximum of eighteen (18) months.

as well as

b) he shall retain his full time seniority acquired and carried to the part time seniority list at the date of his previous status change to part time.

e) i) A probationary period of sixty (60) worked days, or three (3) months, whichever expires first, shall apply in the case of each new employee, during which time seniority shall not apply and such employee may be laid off without reference to seniority. After the probationary period, the employee shall be entitled to the rank of seniority as of the date the employee entered the bargaining unit.

ii) It is understood by the Company and the Union that a probationary employee shall be considered an employee for all purposes of the Agreement save the following:

A probationary employee may be dismissed at any time during the probationary period without any recourse to the grievance procedure.

f) Any person entering the bargaining unit who has never been in the bargaining unit, shall not cause the demotion, layoff or transfer of any bargaining unit employee.

g) i) A person who has never been in the bargaining unit shall not enter the bargaining unit unless bargaining unit employees who are on layoff and who have recall rights have declined their right for recall.

ii) With respect to part time employees, seniority shall be the governing factor with respect to layoffs. Such layoffs shall be done on a departmental basis.

h) a) When a part time employee applies for a job posting as outlined in Article 6.08 (a) of the main body and there is no suitable applicant from among the full time employees, the Company shall offer the job to the most senior part time employee who

is willing to take the job and who has the knowledge, skill, ability and qualifications to perform the work. If there is still not a suitable applicant, the Company may transfer or promote any bargaining unit employee or hire any non-bargaining unit person to fill the job.

b)The Company shall provide the Union with a copy of the posting and a list of all applicants submitted, as well as, provide the Union and the applicants with the name and the seniority date of the successful applicant.

- i) An employee will lose his seniority automatically and cease to be an employee of the Company for any of the following reasons:
  1. If he quits.
  2. If an employee is discharged for just cause and not reinstated through the grievance procedure.
  3. If he is absent from work for more than seven (7) calendar days without notifying the Company or without having obtained a prior leave of absence.
  4. If he exceeds a granted leave of absence without the Company's previous consent in writing, or unless an acceptable reason is given by the employee. Provable sickness or provable inability to communicate with the Company shall be considered a satisfactory reason.
  5. If he accepts gainful employment while on a granted leave of absence without the Company's previous consent in writing.
  6. If he is laid off for a continuous period of not more than six (6) months, where an employee has less than one (1) year's seniority or for a continuous period of twelve (12) months where an employee has one (1) year's seniority or more.
  7. If he is recalled for work following a layoff and fails to report for work within seven (7) working days after notice has been sent by registered mail to his latest address recorded in the Company's

records, or fails to give the Company a satisfactory reason for not reporting for work within the said seven (7) working days.

8. If he is absent from work due to sickness or disability and fails upon return to work to produce a certificate from a medical practitioner upon request verifying such absence to the Company's satisfaction.

### 1.03 HOURS OF WORK

86A-1

a) A part time employee is one who is normally scheduled to work twenty-seven (27) hours or less per week. He shall be permitted to work in excess of twenty-seven (27) hours in a week in the following circumstances:

- a) In a store in which an employee is absent due to illness, accident, compensation or bereavement.
- b) To cover for vacations.
- c) Where a full time employee is on leave of absence.
- d) From December 15th to January 1st.
- e) From May 15th to September 15th.
- f) During spring break vacations.
- g) For the three (3) weeks previous to and the three (3) weeks directly following a new store opening.
- h) During the six (6) working days immediately preceding a paid holiday.

b) The work schedule for all employees will be prepared in ink with the hours totalled and posted in each store by Thursday noon for the following week. A copy of the weekly work schedule will be made available to the Shop Steward.

### 1.04 SCHEDULING OF HOURS

- a) i) The Company agrees to schedule part time employees in accordance with their seniority so as to give employees with the most seniority the greatest number of hours of work, to a maximum of twenty-seven (27) hours, provided employees are

available and possess the ability and qualifications to do, the job. Such seniority shall be exercised by classification on a departmental and individual store basis.

ii) Part time employees shall notify the Company, in writing, of the hours and days of their availability for work, and shall notify the Company, in writing, at least four (4) weeks in advance of any change to such availability.

iii) When a part time employee is scheduled to work on any day, he shall be given four (4) hours work at his normal rate of pay or four (4) hours pay at normal rates if 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 to work until the time the store is closed, or unless mutually agreed upon between the Company and the individual employee.

**(b)** Part time employees working in excess of twenty-eight (28) hours per week for four (4) 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 covered in Article I.03.

**(c)** i) Subject to the maximum of twenty-seven (27) hours referred to in this Article, the Company agrees it will not arbitrarily limit the maximum number of hours of the most senior part time employee. (The most senior employee means that employee, or if they have limited their hours, the next senior employee(s).)

ii) The Company will administer this Article so as to schedule and/or call in senior employees for more hours than junior employees, provided the employees are available and possess the ability and qualifications to do the job.

iii) In scheduling senior employees for more hours than junior employees, the Company agrees it will not arbitrarily create major gaps in the number of

hours for which employees are scheduled. This is intended to provide for a step down theory of scheduling.

iv) The Union agrees that part time employees will not arbitrarily restrict their availability for work.

v) Employees are expected to be available for work on a normal and regular basis and employees will not arbitrarily withhold their availability. Employees not on the payroll for four (4) consecutive weeks for reasons other than vacations, W.C.B., provable illness, no available hours or an approved L.O.A. shall lose their seniority.

vi) The spirit of this agreement is to correct the abuses of (i) caps, (ii) gaps and (iii) availability, not to change the areas where problems presently do not exist.

vii) Should problems arise out of the scheduling of part time employees, they will be dealt with in the following manner:

- a) Between the Store Manager, Store Steward and the employee concerned.
- b) Should the first meeting fail to resolve the problem the matter will be referred to the District Manager and the area Union Representative for review.
- c) Failing a resolve at this step, the matter will be addressed by senior Company and Union officials.
- d) Finally, if the matter is not resolved, it will be allowed to proceed at Step III of the Grievance Procedure.

#### **1.05 CALL-IN**

When a part time employee is called in to work on any day, he shall be given four (4) hours work at his normal rate of pay or four (4) hours pay at normal rates if 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 to work until the time the store is closed, or unless mutually agreed upon between the Company and the individual employee.

### **1.06 WORK ON SUNDAYS**

(a) All hours worked by employees on a Sunday which are not related to the store opening for business and which are not part of an employee's regular daily work schedule will be paid at double time (2x) the employee's regular rate of pay. When this premium is paid, no other bonus or premium will apply to such hours worked.

(b) i) All work on Sunday to be voluntary

ii) One dollar and sixty cents (\$1.60) premium to be paid for all hours worked performed on Sunday, which is related to the store opening for business. For the purposes of clarity, "all hours performed on Sunday which is related to the store opening for business" includes: hours on Sunday morning worked by the night crew and hours worked up to two (2) hours before store opening and one (1) hour after store closing.

iii) A separate schedule for Sunday is to be posted and hours offered by seniority, the list is to be integrated by both full time and part time employees (Article 1.04 (b) of Appendix "A" will not apply to these hours).

iv) Hours worked on Sunday will be over and above the normal scheduled work week.

v) Full time and part time employees who volunteer to work on Sunday when open for business, no overtime premiums, only the one dollar and sixty cents (\$1.60) premium will apply.

### **1.07 LUNCH PERIODS WHEN APPLICABLE**

Part time employees working a shift period similar to a full time employee shall have one (1) hour or one-half (1/2) hour off for lunch by mutual agreement. Lunch periods should be scheduled as near as possible to the midway point of his or her shift and in any case shall not be later than five (5) hours after the employee's starting time on that particular shift.

### **1.08 REST PERIODS**

(a) Employees shall be granted a fifteen (15) minute paid rest period during each half day shift of three (3) hours or more. When an employee works six (6) hours or more he shall

be entitled to two (2) fifteen (15) minute breaks irrespective of when lunch period is taken.

(b) Employees, when working the evening shift, shall be granted a paid evening period of fifteen (15) minutes where the shift is three (3) hours or more.

(c) Rest periods will be scheduled as near as possible to the midway point in each half shift as the store operations allow.

(d) Part time employees shall be granted one (1) fifteen (15) minute paid rest period when they work three (3) hours and two (2) fifteen (15) minute paid rest periods when they work six (6) hours.

#### **1.09 OVERTIME**

Hours worked in excess of thirty-nine (39) hours per week will be paid at the rate of one and one-half times (1 1/2x) the employee's regular hourly rate.

#### **1.10 NIGHT SHIFT PREMIUM**

A night shift employee is an employee who is scheduled to work in a store after it has been closed to the public, and whose duties primarily are connected with receiving and stocking the store and incidental functions connected therewith.

i) All part time employees working a night shift shall receive a premium of seventy-five (75¢) per hour for all hours worked. The night shift premium shall not be included in their regular hourly rate for the purpose of calculating overtime pay.

ii) The night shift premium will be paid to part time employees for all hours worked from the time the store is closed until 7:00 a.m. This will be applicable only if employees work one (1) hour past store closing and then the premium will be paid retroactive to include the first (1st) hour.

iii) A night shift employee who is in charge of the night crew shall be referred to as the Night Crew Chief and shall be paid a premium of one dollar thirty cents (\$1.30) per hour over his clerk rate. This night crew chief premium shall be paid to such an employee for all night shift hours worked.

iv) The Company agrees that a Night Crew Chief will be assigned to each night of each night shift operation.

v) It is understood that no employee shall be required to work alone on the night shift. In the event that a night shift employee reports to his scheduled store and no one is available to work with him, he shall first report to or contact his Store Manager for the instructions and second, report to the nearest Night Crew Chief, unless his Store Manager gives other instructions.

#### **1.11 TEMPORARY ASSIGNMENTS**

(a) An employee relieving in a higher rated classification will be entitled to receive a premium of thirty-five cents (35¢) per hour over his regular hourly rate after he has completed two (2) consecutive scheduled shifts in such classification. The premium will be paid retroactive to include the first (1st) shift.

(b) An employee relieving the Assistant Store Manager, Produce Manager, Meat Manager, or Bakery Manager, will be eligible for a relieving rate of sixty-five cents (65¢) per hour over his regular hourly rate after he has completed more than one (1) day in such classification, in any calendar week. The premium will be paid retroactive to include the first (1st) shift.

#### **1.12 OFFICE CLERK (BACK UP)**

Any employee who performs the duties of an Office Clerk in a "back up" capacity will be paid a premium of sixty-five cents (65¢) per hour for all hours worked while performing such duties. Except that under no circumstances shall such employee be paid a rate greater than the top rate of the Office Clerk classification.

The Company will select "back up" Office Clerks as required, internally, based on ability, qualifications and availability according to the needs of the operation.

#### **1.13 NOTICE OF ABSENCE**

Employees are expected to attend work regularly. When unable to report, the employee must contact his Store Manager, immediate supervisor, Department Manager or the next highest

management person available within two (2) hours of his scheduled starting time, giving the reason he is unable to report to work. He must also advise the Company as to where he can be located relative to his absence. Every effort will be made to give notice prior to the start of the shift whenever possible.

**1.14 BEREAVEMENT LEAVE**

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

The term "immediate family" shall mean spouse, parent, child, brother or sister, mother-in-law or father-in-law, grandparents, grandchildren, son-in-law or daughter-in-law, brother-in-law or sister-in-law.

**1.15 PAID HOLIDAYS**

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

- |                |                  |       |
|----------------|------------------|-------|
| New Year's Day | Labour Day       | 866-1 |
| Good Friday    | Thanksgiving Day |       |
| Victoria Day   | Christmas Day    |       |
| Dominion Day   | Boxing Day       |       |
| Civic Holiday  |                  |       |

(b) To qualify for pay for a paid holiday, the employee must have:

- i) three (3) month's service with the Company;
- ii) worked at least forty (40) hours during the four (4) weeks immediately preceding the week during which the paid holiday occurs;
- iii) worked his last scheduled shift preceding the holiday and his first scheduled shift following the paid holiday unless absent due to provable illness.

An employee who so qualifies shall receive paid 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 paid holiday occurs, times his regular rate of pay.

A part time employee who does not qualify for paid 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.

(c) In the event that a paid 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.

#### 1.16 VACATIONS

86B-1

(a) All part time employees with less than four (4) years' continuous service shall receive a vacation pay allowance of four percent (4%) of their earnings to June 30th of the vacation year.

(b) All part time employees with four (4) years and less than nine (9) years' continuous service shall receive a vacation pay allowance of six percent (6%) of their earnings to June 30th of the vacation year.

(c) All part time employees with nine (9) years and less than fifteen (15) years of continuous service shall receive a vacation pay allowance of eight percent (8%) of their earnings to June 30th of the vacation year.

(d) i) All part time employees with fifteen (15) years or more continuous service shall receive a vacation pay allowance of nine percent (9%) of their earnings to June 30th of the vacation year.

ii) Effective July 1, 1994, all part time employees with fifteen (15) years or more continuous service shall receive a vacation pay allowance of ten percent (10%) of their earnings to June 30th of the vacation year.

(e) Gross wages will be deemed to include gross earnings same as full time (31.01(c)).

(f) Part time employees will be scheduled for vacation by department seniority after such time as full time schedule is completed.

### **1.17 JURY DUTY**

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

### **1.18 DISMISSAL NOTICE OR PAY**

(a) Upon dismissal from the Company, part time employees shall be given individual notice in writing or pay in lieu thereof as follows:

One week's notice for each full year of completed service to a maximum of five (5) weeks; employees with more than ten (10) years' service shall receive ten (10) weeks; except in the case of employees with less than one (1) year of completed service to receive one (1) week's notice.

(b) Dismissal notice or pay in lieu thereof does not apply to:

- a) a person who is temporarily laid off;
- b) a person who has been found guilty of wilful misconduct or disobedience or wilful neglect of duty that has not been condoned by the Company;
- c) a person who has been employed for less than sixty (60) worked days or three (3) months, whichever expires first;
- d) persons who terminate their own employment;
- e) persons who are retired according to an established retirement plan;
- f) persons found guilty of dishonesty, obvious disloyalty, drunkenness, or drinking intoxicants, or under the influence of non prescription drugs at any time during working hours.

- g) A copy of the Company's Employee Termination Notice, that is given to an employee, shall be forwarded to the Union at the time it is issued.

#### **1.19 BENEFITS**

(a) Part time employees are eligible for benefits as outlined in 33.06, 33.07, 33.08, 33.09, 33.10 of the main body.

**(b) VISION CARE** Effective January 1, 1993, employees with a minimum of two (2) year's continuous service and have worked and been paid a minimum of six hundred (600) hours the previous year will be eligible for vision care (glasses and contacts) to a maximum of one hundred dollars (\$100.00) every twenty-four (24) months - no deductible. The vision care is extended to the employee only, except where the employee is a single parent with eligible dependents, such benefit is extended to the dependents.

**(c) PRESCRIPTION DRUG CARE** Effective August 26, 1990, employees with a minimum of two (2) year's continuous service and have worked and been paid a minimum of six hundred (600) hours the previous year will be eligible for prescription drug care. Such coverage has an annual deductibility of twenty-five dollars (\$25.00).

The prescription drug plan is extended to the employee only, except where the employee is a single parent with eligible dependents, such benefit is extended to the dependents with an annual deductibility of thirty-five dollars (\$35.00).

#### **1.20 WAGE RATES AND JOB CLASSIFICATIONS**

- (a) i) All part time employees on the payroll as of the date of ratification shall be placed in the progression schedule according to their appropriate service.
- ii) Effective January 3, 1993, all part time employees on the payroll as of the date of ratification shall receive an increase of twenty cents (20¢) per hour and shall progress on progression schedule "B".
- iii) Effective January 2, 1994, all part time employees on the payroll as of the date of ratification shall receive an increase of twenty-five cents (25¢) per hour and shall progress on progression schedule "C".

**(b)** Employees hired after December 9, 1992 shall be placed in the progression schedule according to their appropriate service.

**(c)** Notwithstanding the across-the-board increase negotiated between the Company and the Union, the Company and the Union agree that the maximum wage rate, paid to any employee during the term of this Collective Agreement shall be the maximum wage rate set out in the wage progression schedules for his classification.

Therefore, if any employee was paid a wage rate under the previous Collective Agreement in excess of the maximum wage rate of his classification such employee shall be paid, following ratification, the maximum wage rate as negotiated and as set out in the wage progression schedules.

**(d)** The job classification and wage rate applicable to the appropriate job classification set forth in this Agreement are mutually agreed upon and shall prevail without change as and from the date indicated in the wage progression schedules.

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

- i) Where a new employee commences work within a quarter or half yearly period, he shall immediately receive the appropriate start-rate for the position and provided, however, he commences work or is promoted prior to the middle (15<sup>th</sup>) of the second month within the quarter. Should he commence work after the 15<sup>th</sup> of the second month of the quarter, he shall immediately receive the appropriate start rate for the position and then he shall receive his first quarterly or half yearly adjustment, as the case may be, at the end of the succeeding quarter.
- ii) Where an employee commences in a classification at a rate which is on the wage progression schedule but at a higher rate than the starting rate, he shall proceed to the next higher rate in the wage

progression schedule at the time of the next quarterly increase and shall progress quarterly or half yearly thereafter, as the case may be.

- iii) Where an employee commences in a classification at an "off rate", (a rate not specified on the wage progression schedule), he shall be "slotted in" to the wage progression schedule by proceeding to the next higher rate on the wage progression schedule at the time of the next quarterly increase and shall progress quarterly or half yearly thereafter, as the case may be.
- iv) Where an employee is promoted to another classification he shall be placed on the wage progression schedule, initially, at the next higher rate and then proceed to the next higher rate on the wage progression schedule at the time of the next quarterly increase and shall progress quarterly or half yearly thereafter, as the case may be.

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

DATED at Cambridge, this 9th day of December 1992.

**ZEHRS MARKETS**

**A DIVISION OF ZEHRMART LIMITED**

|                |                 |
|----------------|-----------------|
| William Herzog | Sharon Hughes   |
| Chuck Gyles    | John Trussler   |
| Bob Bagley     | Paul Mansbridge |
| Susan Shaw     |                 |

**UNITED FOOD AND COMMERCIAL WORKERS**

**UNION - LOCAL 1977**

|                  |                |
|------------------|----------------|
| Brian Williamson | Scott Penner   |
| Jim McLean       | Bob Slack      |
| Fred Degan       | Lori Wallis    |
| Daniel Krieger   | Rob Armbruster |

**ZEHRS MARKETS**  
**WAGE PROGRESSION SCHEDULE**

| <b>SCHEDULE A</b>      |       | <b>SCHEDULE B</b>     |       | <b>SCHEDULE C</b>     |       |
|------------------------|-------|-----------------------|-------|-----------------------|-------|
| EFFECTIVE<br>MAY 31/92 |       | EFFECTIVE<br>JAN.3/93 |       | EFFECTIVE<br>JAN.2/94 |       |
| Start                  | 6.00  | Start                 | 6.35  | Start                 | 6.35  |
| 6 Mon.                 | 6.25  | 6 Mon.                | 6.45  | 6 Mon.                | 6.45  |
| 12 Mon.                | 6.50  | 12 Mon.               | 6.55  | 12 Mon.               | 6.55  |
| 18 Mon.                | 7.00  | 18 Mon.               | 7.00  | 18 Mon.               | 7.00  |
| 24 Mon.                | 7.90  | 24 Mon.               | 7.90  | 24 Mon.               | 7.90  |
| 30 Mon.                | 8.40  | 30 Mon.               | 8.40  | 30 Mon.               | 8.40  |
| 36 Mon.                | 8.90  | 36 Mon.               | 8.90  | 36 Mon.               | 8.90  |
| 42 Mon.                | 9.40  | 42 Mon.               | 9.40  | 42 Mon.               | 9.40  |
| 48 Mon.                | 9.90  | 48 Mon.               | 9.90  | 48 Mon.               | 9.90  |
| 54 Mon.                | 10.90 | 54 Mon.               | 10.90 | 54 Mon.               | 10.90 |
| 60 Mon.                | 12.79 | 60 Mon.               | 12.99 | 60 Mon.               | 13.24 |

## APPENDIX "B"

The Company and the Union *recognize* the importance of providing a quality service to Zehrs' customers. In today's competitive market place it is necessary to make operating adjustments in order to ensure the security of the Company's business and its employees. To this end, the parties have agreed to terms for the implementation of a new classification to be known as "FRONT END SERVICE CLERK".

The following represents the terms and conditions agreed to by the Parties.

a) The new classification may be implemented by the Company effective January 3, 1993.

b) All provisions of Appendix A of the current Collective Agreement shall apply, save and except all reference to a twenty-seven (27) hour work week. It is agreed an employee, who works within this classification, shall be limited to a maximum of twelve (12) hours per week.

c) The hiring of new employees into this classification will not cause a reduction of hours to existing part time employees.

d) In the event of a loss of business, and a layoff or hour cuts become necessary, it is agreed the Front End Service Clerk Hours shall be eliminated first, before other employees are affected.

e) The Front End Service Clerk's responsibilities shall be restricted to the following duties:

- packing/bagging/parcel pick-up/carry out
- front-end service
- buggies
- bottle sorting
- cleaning in Front-End and outside of store
- clean break room
- bags to front

f) The Company and the Union agree to attempt to resolve issues relating to this new classification prior to the implementation of the penalties listed below. The Union agrees that no penalty shall be invoked until the Parties have

discussed any alleged violation with Senior Management. In the event an employee in this classification is instructed by Management and/or their designate to perform duties other than those described in e) above, the following shall apply:

- A review of the occurrence shall be conducted between Senior Representatives of the Local Union and Senior Management. The Union agrees that from time to time, conditions may arise on an emergency basis which necessitate such actions. Should it be determined that management or their designate has acted outside of the spirit of this agreement the following shall apply:

- First Offence: the most senior Front End Service Clerk employee will be paid the top rate for a regular part time employee, for all hours he/she worked in the previous five (5) weeks.

-Second Offence: the classification shall be suspended within the store in which the infraction occurred for a period of three (3) months from the date of the occurrence. Existing Front End Service Clerks will be placed on the applicable sixty (60) month wage progression schedule in accordance with their seniority and progress thereafter.

-Third Offence: the classification shall be cancelled within the store in which the infraction occurred. Existing Front End Service Clerk will be placed on the applicable sixty (60) month wage progression schedule in accordance with their seniority and progress thereafter.

g) In a store where there are no existing Front End Service Clerks, should a permanent vacancy occur in an existing part time position in which front-end work was being performed, the Company shall offer the hours to the existing part time employees prior to hiring new Front-End Clerks. The Union agrees the Company has the right not to replace the hours should it decide not to.

h) If an employee working in the Front-End Service Clerk Classification successfully applies to an in-store opportunity bulletin, he/she shall slot into the appropriate wage progression of the positions, based on the employee's seniority. In the event an employee is at the end rate of the Front End Service Clerk wage progression, then he/she will

slot into the next higher progression of the new position which would reflect an increase. For greater clarity, an employee with twenty-four (24) or more months of service shall be slotted into the thirty (30) month rate of pay and progress from there.

- i) The following wage schedule shall apply to the Front End Service Clerk classification only:

|          | <b>FRONT-END SERVICE CLERK CLASSIFICATION</b> |                        |                        |
|----------|---|------------------------|------------------------|
|          | <b>SCHEDULE "1"</b>                           | <b>SCHEDULE "2"</b>    | <b>SCHEDULE "3"</b>    |
|          | <b>Effective</b>                              | <b>Effective</b>       | <b>Effective</b>       |
|          | <b>May 31, 1992</b>                           | <b>January 3, 1992</b> | <b>January 2, 1994</b> |
| Start    | 6.00  | 6.35                   | 6.35                   |
| 6 month  | 6.25  | 6.45                   | 6.45                   |
| 12 month | 6.50  | 6.55                   | 6.55                   |
| 18 month | 7.00  | 7.00                   | 7.00                   |
| 24 month | 7.90  | 8.10                   | 8.35                   |

- j) i) All Front-End Service Clerks on the payroll as of the date of ratification shall be placed in the above progression according to their appropriate service.
- ii) Effective January 3, 1993, all Front-End Service Clerks on the payroll as of the date of ratification shall receive an increase of twenty cents (20¢) per hour and shall progress on the second progression above.
- iii) Effective January 2, 1994, all Front-End Service Clerks on the payroll as of the date of ratification shall receive an increase of twenty-five cents (25¢) per hour and shall progress on the third progression above.
- iv) Employees hired after the date of ratification will be paid in accordance with Schedule 2.
- v) Effective January 2, 1994, employees hired after the date of ratification shall be paid in accordance with Schedule 3.

December 9, 1992

LETTER 1

Mr. Brian Williamson, President  
United Food and Commercial Workers Union  
Local 1977  
R.R. #22  
Cambridge, ON N3C 2V4

Dear Mr. Williamson:

**IN STORE OPPORTUNITY BULLETIN**

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement, covering Zehrs Markets retail stores, expiring June 28, 1994.

Where in the opinion of the Company a vacancy in a part time position occurs within a store, the following shall apply:

1. The position shall be described within an in-store notice entitled "Opportunity Bulletin".
2. In Bakery, Meat or Back-up Office Clerks positions the most senior applicant who possesses the skills, ability and qualifications will be offered the job. In all other positions, the most senior applicant will be offered the job.
3. The Company has the right to determine if the resulting vacancy is to be filled.
4. Where the resulting vacancy is in the Bakery, Meat or Back-up Office Clerk positions and where the Company decides to fill the resulting vacancy, the position shall be offered to the next most senior applicant to the original Opportunity Bulletin who possess the skills, ability and qualifications.
5. Where the resulting vacancy is in other part time positions and where the Company decides to fill the resulting vacancy, the position shall be offered to the next most senior applicant to the original Opportunity Bulletin.
6. The above applies to stores who have the Front End Service Clerk Classification. See Appendix "B".

Dated at Cambridge, this \_\_ day of \_\_\_\_\_, 19\_\_.

**ZEHRS MARKETS**

A DIVISION OF **ZEHRMART** LIMITED

|                |                 |
|----------------|-----------------|
| William Herzog | Sharon Hughes   |
| Chuck Gyles    | John Trussler   |
| Bob Bagley     | Paul Mansbridge |
| Susan Shaw     |                 |

**UNITED FOOD AND COMMERCIAL WORKERS  
UNION - LOCAL 1977**

|                  |                |
|------------------|----------------|
| Brian Williamson | Scott Penner   |
| Jim McLean       | Bob Slack      |
| Fred Degan       | Lori Wallis    |
| Daniel Krieger   | Rob Armbruster |

December 9, 1992

LETTER 2

Mr. Brian Williamson, President  
United Food and Commercial Workers Union  
Local 1977  
R.R. #22  
Cambridge, ON N3C 2V4

Dear Mr. Williamson:

**RE: C.C.W.I.P.P. - Pension Plan Contribution Schedule**

This will confirm the agreement reached between the Company and the Union during the recently concluded negotiations with respect to the Collective Agreement expiring June 28, 1994, which sets out the following Pension Plan Contribution Schedule.

**Contributions - Current Service**

Effective January 5, 1986 - to **thirty cents (30¢)** per hour

Effective January 3, 1988 - to **thirty-five cents (35¢)** per hour  
(from thirty cents [30¢])

Effective December 31, 1989 - to **forty-one cents (41¢)** per hour  
(from thirty-five cents [35¢])

Effective December 29, 1991 - to **forty-seven cents (47¢)** per hour  
(from forty-one cents [41¢])

**Contributions - Past Service**

During the life of this Agreement, and subject to Article 33.08 (d), the Company will continue to contribute towards past service benefits - **eight cents (8¢)** per hour. Accordingly the **total contributions** (covering both current service and past service) to the C.C.W.I.P.P. for all hours paid and worked as defined in Article 33.08 (a) shall be as follows:

Effective January 5, 1986 - **thirty-eight cents (38¢)** per hour,

Effective January 3, 1988 - **forty-three cents (43¢)** per hour,

Effective December 31, 1989 - **forty-nine cents (49¢)** per hour,

Effective December 29, 1991 - **fifty-five cents (55¢)** per hour.

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

Dated at Cambridge, this \_\_ day of \_\_\_\_\_, 19\_\_.

**ZEHRS MARKETS**

A DIVISION OF **ZEHRMART** LIMITED

|                |                 |
|----------------|-----------------|
| William Herzog | Sharon Hughes   |
| Chuck Gyles    | John Trussler   |
| Bob Bagley     | Paul Mansbridge |
| Susan Shaw     |                 |

**UNITED FOOD AND COMMERCIAL WORKERS**

**UNION - LOCAL 1977**

|                  |                |
|------------------|----------------|
| Brian Williamson | Scott Penner   |
| Jim McLean       | Bob Slack      |
| Fred Degan       | Lori Wallis    |
| Daniel Krieger   | Rob Armbruster |

December 9, 1992

LETTER 3

Mr. Brian Williamson, President  
United Food and Commercial Workers Union  
Local 1977R.R.#22  
Cambridge, ON N3C 2V4

Dear Mr. Williamson:

**RE: Layoff and Displacement and Recall Full Time**

This will confirm the agreement reached between the Company and the Union during the recently concluded negotiations for the Collective Agreement, covering Zehrs Markets retail stores, expiring June 28, 1994.

For the purpose of clarifying the application of Article 6.12 of the Collective Agreement, United Food and Commercial Workers Union, Local 1977, and Zehrs Markets agree that the appropriate procedure to be followed by full time employees exercising their seniority on a layoff is as follows, provided always that the employee has sufficient ability and qualifications to perform the work.

Upon being served with a notice of layoff an employee shall have the right to select from one of the options:

i. Be offered any vacancy, should one exist, within his classification or below his classification within the Bargaining unit.

*21E* ~~Displace the most junior employee within his classification or below his classification on the day shift and within the Municipality.~~

iii. Displace the most junior employee within his classification or below his classification on the night shift and within his Municipality.

iv. Displace the most junior employee within his classification or below his classification on the day shift and within the Region.

v. Displace the most junior employee within his classification or below his classification on the night shift and within the Region.

vi. Displace the most junior employee within his classification or below his classification on the day shift

and within the Bargaining Unit.

- vii. Displace the most junior employee within his classification or below his classification on the night shift and within the Bargaining Unit.

Further, it is understood that employees are required to select such options that they may have at the time the Union and Company present such option or options as the case may be, within a reasonable period of time provided it does not exceed 48 hours.

For clarity, Regions shall be comprised of the following municipalities:

1. **UXBRIDGE** - Alliston, Bolton
2. **ALLISTON** - Uxbridge, Bolton, Orangeville, Wasaga Beach, Orillia, Barrie
3. **ORANGEVILLE** - Fergus, Bolton, Wasaga Beach, Alliston, Orillia, Barrie
4. **BOLTON** - Orangeville, Alliston, Uxbridge
5. **FERGUS** - Orangeville, Guelph, Kitchener-Waterloo
6. **WASAGA BEACH** - Alliston, Orangeville, Orillia, Owen Sound, Barrie
7. **PORT ELGIN** - Kincardine, Wingham, Goderich, Owen Sound
8. **KINCARDINE** - Port Elgin, Wingham, Goderich, Owen Sound
9. **GODERICH** Kincardine, Wingham, Listowel, Port Elgin
10. **WINGHAM** - Goderich, Kincardine, Listowel, Port Elgin
11. **LISTOWEL** - Wingham, Kitchener-Waterloo
12. **OWEN SOUND** - Kincardine, Port Elgin, Wasaga Beach, Barrie
13. **TILLSONBURG** - Ingersoll, Brantford, Strathroy, London, St. Thomas
14. **LONDON** - Tillsonburg, Ingersoll, Strathroy, St. Thomas
15. **ST. THOMAS** - Tillsonburg, Ingersoll, London, Strathroy

16. **ORILLIA** - Uxbridge, Alliston, Orangeville, Wasaga Beach, Barrie
17. **STRATHROY** - Ingersoll, London, Tillsonburg, St. Thomas
18. **INGERSOLL** - Strathroy, London, St. Thomas, Tillsonburg, Brantford
19. **ANCASTER** - Caledonia, Brantford, Cambridge, St. Catharines
20. **CALEDONIA** - Brantford, Ancaster, Cambridge, St. Catharines
21. **BRANTFORD** - Caledonia, Ancaster, Cambridge
22. **GUELPH** - Fergus, Kitchener-Waterloo, Cambridge
23. **CAMBRIDGE** - Kitchener-Waterloo, Guelph, Brantford
24. **KITCHENER-WATERLOO** - Guelph, Cambridge, Fergus, Stratford
25. **STRATFORD** - Kitchener-Waterloo
26. **BARRIE** - Wasaga Beach, Orillia, Alliston, Owen Sound, Orangeville
27. **ST. CATHARINES** - Ancaster, Caledonia

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

Dated at Cambridge, this \_\_\_ day of \_\_\_\_\_, 19\_\_.

**ZEHRS MARKETS  
A DIVISION OF ZEHRMART LIMITED**

|                |                 |
|----------------|-----------------|
| William Herzog | Sharon Hughes   |
| Chuck Gyles    | John Trussler   |
| Bob Bagley     | Paul Mansbridge |
| Susan Shaw     |                 |

**UNITED FOOD AND COMMERCIAL WORKERS  
UNION - LOCAL 1977**

|                  |                |
|------------------|----------------|
| Brian Williamson | Scott Penner   |
| Jim McLean       | Bob Slack      |
| Fred Degan       | Lori Wallis    |
| Daniel Krieger   | Rob Armbruster |

December 9, 1992

LETTER 4

Mr. Brian Williamson, President  
United Food and Commercial Workers Union  
Local 1977  
R.R. #22  
Cambridge, ON N3C 2V4

Dear Mr. Williamson:

**RE: Layoffs - Part Time Employees**

This will confirm the agreement reached between the Company and the Union during the recently concluded negotiations for the Collective Agreement, covering Zehrs Markets retail stores, expiring June 28, 1994.

The Company agrees to follow the same procedure as set out in the Letter of Understanding with respect to Layoff, Displacement and Recall for Full Time Employees, in dealing with layoffs for part time employees subject to the conditions that the parties may by mutual agreement amend the procedure for part time employees, and that part time employees will have the right to apply their seniority on a layoff across departments, providing they have the ability and qualifications to perform the work.

Dated at Cambridge, this \_\_\_ day of \_\_\_\_\_, 19\_\_.

**ZEHRS MARKETS**

**A DIVISION OF ZEHRMART LIMITED**

|                |                 |
|----------------|-----------------|
| William Herzog | Sharon Hughes   |
| Chuck Gyles    | John Trussler   |
| Bob Bagley     | Paul Mansbridge |
| Susan Shaw     |                 |

**UNITED FOOD AND COMMERCIAL WORKERS**

**UNION - LOCAL 1977**

|                  |                |
|------------------|----------------|
| Brian Williamson | Scott Penner   |
| Jim McLean       | Bob Slack      |
| Fred Degan       | Lori Wallis    |
| Daniel Krieger   | Rob Armbruster |

December 9, 1992

LETTER 5

Mr. Brian Williamson, President  
United Food and Commercial Workers Union  
Local 1977  
R.R. #22  
Cambridge, ON N3C 2V4

Dear Mr. Williamson:

**RE: Lateral Transfers**

This will confirm the agreement reached between the Company and the Union during the recently concluded negotiations for the Collective Agreement, covering Zehrs Markets retail stores, expiring June 28, 1994.

The Company will fill job vacancies according to Articles 6.07 and 6.08, except that in the case of a job posting which is filled by an employee transferring laterally, within the same job classification (non-promotions), then the Company will not be required to post subsequent resulting vacancies and the resulting vacancies will be filled laterally from the applicants to the original job posting.

Where a vacancy occurs in a Municipality, the Company agrees to administer Article 6.08(a) so as to post the vacancy where it occurs.

In the case of the Company discontinuing a night shift, employees working nights, within the municipality, will be offered the day positions by seniority provided they have the ability and qualifications to perform the work.

Dated at Cambridge, this \_\_\_ day of \_\_\_\_\_, 19\_\_.

**ZEHR'S MARKETS**

**A DIVISION OF ZEHRMART LIMITED**

|                |                 |
|----------------|-----------------|
| William Herzog | Sharon Hughes   |
| Chuck Gyles    | John Trussler   |
| Bob Bagley     | Paul Mansbridge |
| Susan Shaw     |                 |

**UNITED FOOD AND COMMERCIAL WORKERS**

**UNION - LOCAL 1977**

|                  |                |
|------------------|----------------|
| Brian Williamson | Scott Penner   |
| Jim McLean       | Bob Slack      |
| Fred Degan       | Lori Wallis    |
| Daniel Krieger   | Rob Armbruster |

December 9, 1992

LETTER 6

Mr. Brian Williamson, President  
United Food and Commercial Workers Union  
Local 1977  
R.R. #22  
Cambridge, ON N3C 2V4

Dear Mr. Williamson:

**RE: Seniority List - Part Time - Full Time**

This will confirm the agreement reached between the Company and the Union during the recently concluded negotiations for the Collective Agreement, covering Zehrs Markets retail stores, expiring June 28, 1994.

When two (2) or more part time employees become full time employees on the same day, and are given the same full time seniority date, they shall appear on the seniority list in the same order that they appeared on the part time seniority list.

Dated at Cambridge, this \_\_\_\_ day of \_\_\_\_, 19\_\_.

**ZEHRS MARKETS**

**A DIVISION OF ZEHRMART LIMITED**

|                |                 |
|----------------|-----------------|
| William Herzog | Sharon Hughes   |
| Chuck Gyles    | John Trussler   |
| Bob Bagley     | Paul Mansbridge |
| Susan Shaw     |                 |

**UNITED FOOD AND COMMERCIAL WORKERS  
UNION - LOCAL 1977**

|                  |                |
|------------------|----------------|
| Brian Williamson | Scott Penner   |
| Jim McLean       | Bob Slack      |
| Fred Degan       | Lori Wallis    |
| Daniel Krieger   | Rob Armbruster |

December 9, 1992

LETTER 7

Mr. Brian Williamson, President  
United Food and Commercial Workers Union  
Local 1977  
R.R. #22  
Cambridge, ON N3C 2V4

Dear Mr. Williamson:

**RE: F/T Employee Returning to Former F/T Classification**

This will confirm the agreement reached between the Company and the Union during the recently concluded negotiations for the Collective Agreement, covering Zehrs Markets retail stores, expiring June 28, 1994.

When an employee, who has previous experience with the Company in a full time classification returns to that classification, he shall be placed at the same level on the wage progression schedule as when he left the classification, only if he has been out of the classification three (3) years or less. If he has been out of the classification for more than three (3) years, he shall be placed at the twelve (12) month level on the wage progression schedule.

Dated at Cambridge, this \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

**ZEHRS M A R K E T S**

**A DIVISION OF ZEHRMART LIMITED**

|                |                 |
|----------------|-----------------|
| William Herzog | Sharon, Hughes  |
| Chuck Gyles    | John Trussler   |
| Bob Bagley     | Paul Mansbridge |
| Susan Shaw     |                 |

**UNITED FOOD AND COMMERCIAL WORKERS  
UNION - LOCAL 1977**

|                  |                |
|------------------|----------------|
| Brian Williamson | Scott Penner   |
| Jim McLean       | Bob Slack      |
| Fred Degan       | Lori Wallis    |
| Daniel Krieger   | Rob Armbruster |

December 9, 1992

LETTER 8

Mr. Brian Williamson, President  
United Food and Commercial Workers Union  
Local 1977  
R.R. #22  
Cambridge, ON N3C 2V4

Dear Mr. Williamson:

**RE: Undertakings Between Company and Union**

This will confirm the agreement reached between the Company and the Union during the recently concluded negotiations for the Collective Agreement, covering Zehrs Markets retail stores, expiring June 28, 1994.

1. Store Managers and operational staff returning to the bargaining unit. Both parties will meet to give firm and frank discussions to individual circumstances. The Union agrees that they will not arbitrarily withhold their consent to reinstate/return the employee into the bargaining unit, provided that they do not displace from employment full time employees, and returns to a base position (non-management).
2. The Company agrees to distribute the pay cheques by Thursday noon wherever and whenever practical excluding the week in which a statutory holiday occurs.
3. The Company agrees that refrigeration checks will be done on a voluntary basis provided the employee does not unreasonably withhold their consent. The Company agrees to rotate employees on a fair and equitable basis.
4. The Company agrees to schedule employees so that they will not lose any pay to attend a first aid course approved by the Company.
5. The Company agrees to continue with current practice with regards to cash register shortages employees are not required to pay for shortages.
6. The Company agrees to discuss with the Union individual circumstances for compassionate reasons for transfers.
7. The Company agrees to provide as much notice as reasonably possible when store hours are being changed.

8. The Company agrees to give as much notice as reasonably and practicable when closing a store.
9. The Company agrees to deal with situations regarding adoptions, on an individual basis.
10. The Company agrees to evaluate night crew scheduling on an individual store basis to determine if there is a better method of scheduling to accommodate the schedule of consecutive nights off while maintaining the requirements of the business.
11. The Company agrees to review individual situations with regards to lockers.
12. The Company agrees to schedule deli employees separately from meat department employees, where deli departments stand alone.
13. The Company will reimburse employees who travel on approved Company business. Such travel allowance will be paid at 21.7 cents per kilometre or 35 cents per mile.
14. The Company will give assurance to the Union that, if required, payroll records will be made available to the appropriate Union representatives. This will be conveyed to the appropriate management staff.
15. The Company will give assurance to the Union that where sexual harassment on the job occurs the Company will take appropriate steps to correct the problem.
16. The parties have reached an understanding that people who qualify for U.I.C. - hours reduced to twenty-five per cent (25%) or less of normal hour - may apply to be laid off for one (1) week.
17. The parties have met, discussed this matter and an understanding reached that:
  - a) Discharge/Discipline - is the responsibility of the Store Manager and persons above the rank of Store Manager.
  - b) Discipline (up to discharge) is the responsibility of and under the direction of the Store Manager with the active involvement of Department Heads (they cannot opt out).

18. The parties have met, discussed this matter and consensus reached that the Company will give serious consideration to leaves for compassionate reasons where:

- a) Application made properly through personnel.
- b) Legitimate situation with reasons clearly explained.

19. The parties have met and the Company has supplied the Union with a copy of its new "Performance Analysis and Review" form.

As a result of discussion there was a consensus that Employee Evaluations are and are to be viewed as:

- necessary
- basis for discussion
- positive/constructive
- non-disciplinary

and generally as a progressive/discussion document and not to come under Article 4 of the C.B.A.

20. If the Company re-calls an employee for thirty (30) calendar days or less, the employee has the right to waive the re-call.

21. The Company agrees that when Part Time job vacancies occur in an individual store that does not have a Front End 'Service Clerk classification, and where employees who possess the ability and qualifications to perform the appropriate work required, such employees will be given due consideration for such opportunities prior to a new hire.

Dated at Cambridge, this \_\_\_ day of \_\_\_\_\_, 19\_\_.

**ZEHR'S MARKETS**

A DIVISION OF **ZEHRMART LIMITED**

|                |                 |
|----------------|-----------------|
| William Herzog | Sharon Hughes   |
| Chuck Gyles    | John Trussler   |
| Bob Bagley     | Paul Mansbridge |
| Susan Shaw     |                 |

**UNITED FOOD AND COMMERCIAL WORKERS  
UNION - LOCAL 1977**

|                  |                |
|------------------|----------------|
| Brian Williamson | Scott Penner   |
| Jim McLean       | Bob Slack      |
| Fred Degan       | Lori Wallis    |
| Daniel Krieger   | Rob Armbruster |

December 9, 1992

LETTER 9

Mr. Brian Williamson, President  
United Food and Commercial Workers Union  
Local 1977  
R.R. #22  
Cambridge, ON N3C 2V4

Dear Mr. Williamson:

**RE: Hours of Work for Full Time Hourly Rated Employees**

This will confirm the agreement reached between the Company and the Union during the recently concluded negotiations for the Collective Agreement, covering Zehrs Markets retail stores, expiring June 28, 1994.

Employees presently working less than 39 hours and more than 32 hours may elect to continue this practice.

Employees presently working a 39 hour work week will have until October 31, 1990, to indicate in writing to the Company of their intention to work less than 39 hours and more than 32 hours. (After October 31, 1990, employees will not have the right to work less than 39 hours.)

Employees who elect to return to a 39 hour work week will not have the right to reduce their work week at a later date.

Dated at Cambridge, this \_\_\_ day of \_\_\_\_\_, 19\_\_.

**ZEHR'S MARKETS**

**A DIVISION OF ZEHRMART LIMITED**

|                |                 |
|----------------|-----------------|
| William Herzog | Sharon Hughes   |
| Chuck Gyles    | John Trussler   |
| Bob Bagley     | Paul Mansbridge |
| Susan Shaw     |                 |

**UNITED FOOD AND COMMERCIAL WORKERS UNION - LOCAL 1977**

|                  |                |
|------------------|----------------|
| Brian Williamson | Scott Penner   |
| Jim McLean       | Bob Slack      |
| Fred Degan       | Lori Wallis    |
| Daniel Krieger   | Rob Armbruster |

December 9, 1992

**LETTER 10**

Mr. Brian Williamson, President  
United Food and Commercial Workers Union  
Local 1977  
R.R. #22  
Cambridge, ON N3C 2V4

Dear Mr. Williamson:

**ARTICLE 11 - NOTICE BOARD**

This will confirm the agreement reached between the Company and the Union during the recently concluded negotiations for the Collective Agreement, covering Zehrs Markets retail stores, expiring June 28, 1994.

The Company will work with the Union to correct problems where they exist.

Dated at Cambridge, this \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

**ZEHRS MARKETS**

**A DIVISION OF ZEHRMART LIMITED**

|                |                 |
|----------------|-----------------|
| William Herzog | Sharon Hughes   |
| Chuck Gyles    | John Trussler   |
| Bob Bagley     | Paul Mansbridge |
| Susan Shaw     |                 |

**UNITED FOOD AND COMMERCIAL WORKERS  
UNION - LOCAL 1977**

|                  |                |
|------------------|----------------|
| Brian Williamson | Scott Penner   |
| Jim McLean       | Bob Slack      |
| Fred Degan       | Lori Wallis    |
| Daniel Krieger   | Rob Armbruster |

December 9, 1992

**LETTER 11**

Mr. Brian Williamson, President  
United Food and Commercial Workers Union  
Local 1977  
R.R. #22  
Cambridge, ON N3C 2V4

Dear Mr. Williamson:

**ARTICLE 17.03 (b)  
HOURS OF WORK FOR FULL TIME  
HOURLY RATED EMPLOYEES**

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement, covering Zehrs Markets retail stores, expiring June 28, 1994.

The Company will continue its present practice and will discuss problems as they arise.

Dated at Cambridge, this \_\_ day of \_\_\_\_\_, 19\_\_.

**ZEHRS MARKETS  
A DIVISION OF ZEHRMART LIMITED**

|                |                 |
|----------------|-----------------|
| William Herzog | Sharon Hughes   |
| Chuck Gyles    | John Trussler   |
| Bob Bagley     | Paul Mansbridge |
| Susan Shaw     |                 |

**UNITED FOOD AND COMMERCIAL WORKERS  
UNION - LOCAL 1977**

|                  |                |
|------------------|----------------|
| Brian Williamson | Scott Penner   |
| Jim McLean       | Bob Slack      |
| Fred Degan       | Lori Wallis    |
| Daniel Krieger   | Rob Armbruster |

December 9, 1992

**LETTER 12**

Mr. Brian Williamson, President  
United Food and Commercial Workers Union  
Local 1977  
R.R. #22  
Cambridge. ON N3C 2V4

Dear Mr. Williamson:

**ARTICLE 21.03 - DAYS OFF**

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement, covering Zehrs Markets retail stores, expiring June 28, 1994.

The Company will continue its present practice and will discuss problems as they arise.

Dated at Cambridge, this \_\_ day of \_\_\_\_, 19\_\_.

**ZEHRS MARKETS**

**A DIVISION OF ZEHRMART LIMITED**

|                |                 |
|----------------|-----------------|
| William Herzog | Sharon Hughes   |
| Chuck Gyles    | John Trussler   |
| Bob Bagley     | Paul Mansbridge |
| Susan Shaw     |                 |

**UNITED FOOD AND COMMERCIAL WORKERS  
UNION - LOCAL 1977**

|                  |                |
|------------------|----------------|
| Brian Williamson | Scott Penner   |
| Jim McLean       | Bob Slack      |
| Fred Degan       | Lori Wallis    |
| Daniel Krieger   | Rob Armbruster |

December 9, 1992

**LETTER 13**

Mr. Brian Williamson, President  
United Food and Commercial Workers Union  
Local 1977  
R.R. #22  
Cambridge, ON N3C 2V4

Dear Mr. Williamson:

**SNOW STORMS AND LOST HOURS "MAKE-UP"  
OPPORTUNITY**

The following outlines the practise and intent that will be followed in future snow storm occurrences.

In future when a snow storm occurs causing adverse travel conditions or the closing of a store resulting in either the schedule of an employee to be altered by the Company (as in a "call-off" of a scheduled employee) or an employee who has reported to work to be sent home by the Company; the parties agree as follows:

**A) FULL-TIME**

- i) The Company will make every attempt to offer the employee the opportunity to make up hours lost either later on in the week in which the hours were lost or in the week immediately following that week where operationally feasible.
- ii) The "make-up" hours will be paid at regular hourly rate with no premiums or premium rates involved.iii) T h i s offer as outlined above should not be construed as any form of guarantee of hours to be worked or paid.

**B) PART-TIME**

- i) The employee will be paid according to Article 1.03 and 1.04 of the Collective Agreement.
- ii) The Company will make every attempt to offer the employee the opportunity to make up hours lost either later on in the week in which the hours were lost or in the week immediately following that week, when operationally feasible.
- iii) The "make-up" hours will be paid at regular hourly rate with no premiums or premium rates involved.

- iv) This offer as outlined above should not be construed as a guarantee of hours to be worked or paid.

For the purposes of clarification, it is worthy of note that the practises as noted in A and B above were established to meet some very specific circumstances concerning both the Company, as it pertains to its operational needs, and the employee, as it pertains to hours of work. The specifics of the circumstances are as outlined below:

- 1) This practise is designed to be used in the limited and extreme sense of snow storms which arise fairly quickly and as such cannot be planned for by the Company in scheduling its employees. This is to be differentiated between the general sense of snowy, wintery conditions that affect the operation on a seasonal basis.
- 2) This practise is also designed to deal with those cases that remain as a result of little or no opportunity for the Company to work the employee as scheduled. This is to be differentiated from other cases where opportunities or options occur for the employee to work.
- 3) This practise is based on the fact that neither the Company or employee are in a position to control snow storm conditions but can agree to take steps, in the short term, to allow employees to "make-up" their hours lost, with no additional hours being added to the system, either later in the week in question or in the immediate subsequent week.
- 4) In the event an employee elects not to report for work due to inclement weather, the aforementioned practice does not apply.
- 5) As a result, the parties expect that employees will be scheduled and work basically as they have in the past, but now there will be an additional option or opportunity which will take affect in snow storm conditions and will result in the "make-up" of hours as outlined in A and B above.

Dated at Cambridge, this \_\_ day of \_\_\_\_\_, 19 -

**ZEHRS MARKETS**

**A DIVISION OF ZEHRMART LIMITED**

William Herzog

Sharon Hughes

Chuck Gyles

John Trussler

Bob Bagley

Paul Mansbridge

Susan Shaw

**UNITED FOOD AND COMMERCIAL WORKERS**

**UNION - LOCAL 1977**

Brian Williamson

Scott Penner

Jim McLean

Bob Slack

Fred Degan

Lori Wallis

Daniel Krieger

Rob Armbruster

December 9, 1992

**LETTER 14**

Mr. Brian Williamson, President  
United Food and Commercial Workers Union  
Local 1977  
R.R. #22  
Cambridge, ON N3C 2V4

Dear Mr. Williamson:

**REGISTERED RETIREMENT SAVINGS PLANS**

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement, covering Zehrs Markets retail stores, expiring June 28, 1994.

With respect to Registered Retirement Savings Plans, Credit Unions, and the ability for employees to make automatic contributions through the Zehrs payroll system, the Company agrees to meet with the Union prior to June, 1993, to discuss the implementation of such a system.

Dated at Cambridge, this \_\_ day of \_\_\_\_\_, 19\_\_.

**ZEHRS MARKETS  
A DIVISION OF ZEHRMART LIMITED**

|                |                 |
|----------------|-----------------|
| William Herzog | Sharon Hughes   |
| Chuck Gyles    | John Trussler   |
| Bob Bagley     | Paul Mansbridge |
| Susan Shaw     |                 |

**UNITED FOOD AND COMMERCIAL WORKERS  
UNION - LOCAL 1977**

|                  |                |
|------------------|----------------|
| Brian Williamson | Scott Penner   |
| Jim McLean       | Bob Slack      |
| Fred Degan       | Lori Wallis    |
| Daniel Krieger   | Rob Armbruster |

December 9, 1992

**LETTER 15**

Mr. Brian Williamson, President  
United Food and Commercial Workers Union  
Local 1977  
R.R. #22  
Cambridge, ON N3C 2V4

Dear Mr. Williamson:

**HIRING NEW FULL TIME EMPLOYEES**

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement, covering Zehrs Markets retail stores, expiring June 28, 1994.

Prior to hiring new full time employees from outside the Company, it is agreed that the Company will give consideration to laid off U.F.C.W. Members who, in the opinion of the Company, have the necessary skills and ability to perform the job requirements.

Dated at Cambridge, this \_\_ day of \_\_\_\_\_, 19\_\_.

**ZEHRS MARKETS  
A DIVISION OF ZEHRMART LIMITED**

|                |                 |
|----------------|-----------------|
| William Herzog | Sharon Hughes   |
| Chuck Gyles    | John Trussler   |
| Bob Bagley     | Paul Mansbridge |
| Susan Shaw     |                 |

**UNITED FOOD AND COMMERCIAL WORKERS  
UNION - LOCAL 1977**

|                  |                |
|------------------|----------------|
| Brian Williamson | Scott Penner   |
| Jim McLean       | Bob Slack      |
| Fred Degan       | Lori Wallis    |
| Daniel Krieger   | Rob Armbruster |

December 9, 1992

LETTER 16

Mr. Brian Williamson, President  
United Food and Commercial Workers Union  
Local 1977  
R.R. #22  
Cambridge, ON N3C 2V4

Dear Mr. Williamson:

**TEMPORARY POSTINGS**

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement, covering Zehrs Markets retail stores, expiring June 28, 1994.

When a temporary vacancy occurs in the following positions: Meat Manager, Produce Manager, Bakery Manager, and Assistant Store Manager; or in a full time position where in the Company's opinion there is no trained replacement available locally, the procedure below shall apply:

1. The position shall be posted as a temporary job posting
2. The most senior applicant who possesses the skills, ability and qualifications will be offered the job.
3. The Company has the right to determine if the resulting full time vacancy is to be posted.
4. Temporary vacancy is defined as a vacancy lasting fifteen (15) weeks or more.
5. When the incumbent returns to their former position, the successful applicant to the "Temporary Posting" shall be reinstated to their former position and location.
6. Successful applicants to resultant "Temporary Postings". if any as determined pursuant to paragraph 3 above, who are moved as a result of the return of an incumbent, shall be reinstated to their former position and location.
7. Upon the incumbent's return, the Company will attempt to give as much notice to an affected employee as possible.
8. In the event it is determined that the absent employee will not return to his position permanently, then the position shall be posted pursuant to the terms of the collective agreement.
9. The successful applicant to a temporary full time posting

shall be slotted in at the next highest full time wage progression in the applicable classification and shall progress accordingly thereafter.

10. It shall be made very clear to the successful applicant to a "Temporary Posting", on the posting, and by an accompanying letter, exactly how the procedure works and what their rights are as noted above.

11. It is agreed that the provisions of Article 6.08(d) do not apply to a successful applicant currently in the temporary full time job.

12. It is agreed that all full time rights and benefits shall apply to a successful applicant currently in the temporary full time job.

13. Notwithstanding paragraph 12 above, it is agreed that remuneration for vacation pay shall be paid as follows:

the appropriate percent accrued while part time plus the appropriate percent accrued while full time, will be paid for each vacation year.

Dated at Cambridge, this \_\_ day of \_\_\_\_\_, 19\_\_.

**ZEHR'S MARKETS**

**A DIVISION OF ZEHRMART LIMITED**

|                |                 |
|----------------|-----------------|
| William Herzog | Sharon Hughes   |
| Chuck Gyles    | John Trussler   |
| Bob Bagley     | Paul Mansbridge |
| Susan Shaw     |                 |

**UNITED FOOD AND COMMERCIAL WORKERS  
UNION • LOCAL 1977**

|                  |                |
|------------------|----------------|
| Brian Williamson | Scott Penner   |
| Jim McLean       | Bob Slack      |
| Fred Degan       | Lori Wallis    |
| Daniel Krieger   | Rob Armbruster |

December 9, 1992

LETTER 17

Mr. Brian Williamson, President  
United Food and Commercial Workers Union  
Local 1977  
R.R. #22  
Cambridge, ON N3C 2V4

Dear Mr. Williamson:

**SENIOR GROCERY CLERKS**

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement, covering Zehrs Markets retail stores, expiring June 28, 1994.

The Company and Union agree that in stores with a sales volume of less than \$200,000, where a Senior Grocery Clerk ceases employment, the Company and Union shall meet to discuss whether the resulting vacancy will be filled.

Dated at Cambridge, this \_\_ day of \_\_\_\_\_, 19\_\_.

**ZEHRS MARKETS**

**A DIVISION OF ZEHRMART LIMITED**

|                |                 |
|----------------|-----------------|
| William Herzog | Sharon Hughes   |
| Chuck Gyles    | John Trussler   |
| Bob Bagley     | Paul Mansbridge |
| Susan Shaw     |                 |

**UNITED FOOD AND COMMERCIAL WORKERS  
UNION - LOCAL 1977**

|                  |                |
|------------------|----------------|
| Brian Williamson | Scott Penner   |
| Jim McLean       | Bob Slack      |
| Fred Degan       | Lori Wallis    |
| Daniel Krieger   | Rob Armbruster |

December 9, 1992

**LETTER 18**

Mr. Brian Williamson, President  
United Food and Commercial Workers Union  
Local 1977  
R.R. #22  
Cambridge, ON N3C 2V4

Dear Mr. Williamson:

**HEAD GENERAL MERCHANDISE CLERK**

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement, covering Zehrs Markets retail stores, expiring June 28, 1994.

It is understood and agreed between the parties that in the event the full time Head General Merchandise Clerk position in Treasure Island (London) and Highland Hills (Kitchener) become vacant they will be posted under the terms of the Collective Agreement.

The successful applicant will become a member of the Union and the position will be covered by all the terms and conditions of the Collective Agreement.

Dated at Cambridge, this \_\_ day of \_\_\_\_\_, 19\_\_.

**ZEHRS MARKETS**

**A DIVISION OF ZEHRMART LIMITED**

|                |                 |
|----------------|-----------------|
| William Herzog | Sharon Hughes   |
| Chuck Gyles    | John Trussler   |
| Bob Bagley     | Paul Mansbridge |
| Susan Shaw     |                 |

**UNITED FOOD AND COMMERCIAL WORKERS  
UNION - LOCAL 1977**

|                  |                |
|------------------|----------------|
| Brian Williamson | Scott Penner   |
| Jim McLean       | Bob Slack      |
| Fred Degan       | Lori Wallis    |
| Daniel Krieger   | Rob Armbruster |

December 9, 1992

**LETTER 19**

Mr. Brian Williamson, President  
United Food and Commercial Workers Union  
Local 1977  
R.R. #22  
Cambridge, ON N3C 2V4

Dear Mr. Williamson:

**CERTIFIED TRAINING (BILL 208)**

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement, covering Zehrs Markets retail stores, expiring June 28, 1994.

With respect to any certified training to be completed as a result of the introduction of Bill 208 (legislation to amend the Occupational Health & Safety Act), the Company agrees to develop, prepare, and deliver such training jointly with the Union through the EJHSC (Executive Joint Health & Safety Committee).

Should this training be delivered by employees of Zehrs Markets, the instructors will be selected by the EJHSC.

Dated at Cambridge, this \_\_ day of \_\_\_\_\_, 19\_\_.

**ZEHRS MARKETS  
A DIVISION OF ZEHRMART LIMITED**

|                |                 |
|----------------|-----------------|
| William Herzog | Sharon Hughes   |
| Chuck Gyles    | John Trussler   |
| Bob Bagley     | Paul Mansbridge |
| Susan Shaw     |                 |

**UNITED FOOD AND COMMERCIAL WORKERS  
UNION - LOCAL 1977**

|                  |                |
|------------------|----------------|
| Brian Williamson | Scott Penner   |
| Jim McLean       | Bob Slack      |
| Fred Degan       | Lori Wallis    |
| Daniel Krieger   | Rob Armbruster |

December 9, 1992

**LETTER 20**

Mr. Brian Williamson, President  
United Food and Commercial Workers Union  
Local 1977  
R.R. #22  
Cambridge, ON N3C 2V4

Dear Mr. Williamson:

**ONTARIO HEALTH INSURANCE PLAN**

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement, covering Zehrs Markets retail stores, expiring June 28, 1994.

In the event the current legislation governing the premium payments for O.H.I.P. is altered, the Company agrees it will pay one hundred percent (100%) of the premium to provide coverage for full time employees who have completed three (3) months of continuous employment.

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

**ZEHR'S MARKETS  
A DIVISION OF ZEHRMART LIMITED**

|                |                 |
|----------------|-----------------|
| William Herzog | Sharon Hughes   |
| Chuck Gyles    | John Trussler   |
| Bob Bagley     | Paul Mansbridge |
| Susan Shaw     |                 |

**UNITED FOOD AND COMMERCIAL WORKERS  
UNION - LOCAL 1977**

|                  |                |
|------------------|----------------|
| Brian Williamson | Scott Penner   |
| Jim McLean       | Bob Slack      |
| Fred Degan       | Lori Wallis    |
| Daniel Krieger   | Rob Armbruster |

December 9, 1992

**LETTER 21**

Mr. Brian Williamson, President  
United Food and Commercial Workers Union  
Local 1977  
R.R. #22  
Cambridge, ON N3C 2V4

Dear Mr. Williamson:

**STORE CLOSURES**

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement, covering Zehrs Markets retail stores, expiring June 28, 1994.

In the event of a store closure in the stores covered by U.F.C.W. Local 1977, the Company may create a job opportunity in one of the stores covered by U.F.C.W. Local 175/633 after the employees have exercised all of their rights under the Collective Agreement.

The affected Full Time employee would have day one seniority and Company service for benefits.

This would apply to Local 175/633 employees in exactly the same manner.

Dated at Cambridge, this \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

**ZEHR'S MARKETS**

**A DIVISION OF ZEHRMART LIMITED**

|                |                 |
|----------------|-----------------|
| William Herzog | Sharon Hughes   |
| Chuck Gyles    | John Trussler   |
| Bob Bagley     | Paul Mansbridge |
| Susan Shaw     |                 |

**UNITED FOOD AND COMMERCIAL WORKERS**

**UNION - LOCAL 1977**

|                  |                |
|------------------|----------------|
| Brian Williamson | Scott Penner   |
| Jim McLean       | Bob Slack      |
| Fred Degan       | Lori Wallis    |
| Daniel Krieger   | Rob Armbruster |

## NOTES

**IMPORTANT DATES**

**BUY UNION**

**JANUARY 1993**

**BUY CANADIAN**

| SUNDAY  | MONDAY                                     | TUESDAY                                    | WEDNESDAY                                  | THURSDAY                                   | FRIDAY                                     | SATURDAY                                   |
|---|--|--|--|--|--|--|
| Start _ _<br>Off _____<br>Total _____         | Start _ _<br>Off _____<br>Total _____      | Start _____<br>Off _____<br>Total _____    | Start _ _<br>Off _____<br>Total _____      | Start _ _<br>Off _____<br>Total _____      | 1 Start _ _<br>Off _____<br>Total _____    | 2 Start _ _<br>Off _____<br>Total _____    |
| 3 Start _____<br>Off _____<br>Total _____     | 4 Start _____<br>Off _____<br>Total _____  | 5 Start _____<br>Off _____<br>Total _____  | 6 Start _ _<br>Off _____<br>Total _____    | 7 Start _____<br>Off _____<br>Total _____  | 8 Start _____<br>Off _____<br>Total _____  | 9 Start _ _<br>Off _____<br>Total _____    |
| 10 Start _____<br>Off _____<br>Total _____    | 11 Start _____<br>Off _____<br>Total _____ | 12 Start _____<br>Off _____<br>Total _____ | 13 Start _____<br>Off _____<br>Total _____ | 14 Start _____<br>Off _____<br>Total _____ | 15 Start _____<br>Off _____<br>Total _____ | 16 Start _____<br>Off _____<br>Total _____ |
| 17 S t a n -<br>Off _____<br>Total _____      | 18 Start _____<br>Off _____<br>Total _____ | 19 Start _____<br>Off _____<br>Total _____ | 20 Start _____<br>Off _____<br>Total _____ | 21 Start _ _<br>Off _____<br>Total _____   | 22 Stan _____<br>Off _____<br>Total _____  | 23 stall _ _<br>Off _____<br>Total _____   |
| 24 Start _____<br>31 Off _____<br>Total _____ | 25 Stan _____<br>Off _____<br>Total _____  | 26 Start _____<br>Off _____<br>Total _____ | 27 Start _____<br>Off _____<br>Total _____ | 28 Start _____<br>Off _____<br>Total _____ | 29 Start _____<br>Off _____<br>Total _____ | 30 Start _____<br>Off _____<br>Total _____ |

**IMPORTANT DATES**

**BUY UNION**

**FEBRUARY 1993**

**BUY CANADIAN**

|  | SUNDAY                                     | MONDAY                                     | TUESDAY                                    | WEDNESDAY                                  | THURSDAY                                   | FRIDAY                                     | SATURDAY |
|--|--|--|--|--|--|--|----------|
| start _____<br>Off _____<br>Total _____    | 1 Start _____<br>Off _____<br>Total _____  | 2 Start _____<br>Off _____<br>Total _____  | 3 Start _____<br>Off _____<br>Total _____  | 4 Start _____<br>Off _____<br>Total _____  | 5 Start _____<br>Off _____<br>Total _____  | 6 Start _____<br>Off _____<br>Total _____  |          |
| 7 Start _____<br>Off _____<br>Total _____  | 8 stall _____<br>Off _____<br>Total _____  | 9 Start _____<br>Off _____<br>Total _____  | 10 Start _____<br>Off _____<br>Total _____ | 11 start-....-<br>Off _____<br>Total _____ | 12 Start _____<br>Off _____<br>Total _____ | 13 Start _____<br>Off _____<br>Total _____ |          |
| 14 Start _____<br>Off _____<br>Total _____ | 15 Start _____<br>Off _____<br>Total _____ | 16 start .<br>Off _____<br>Total _____     | 17 Start _____<br>Off _____<br>Total _____ | 18 Start _____<br>Off _____<br>Total _____ | 19 Start _____<br>Off _____<br>Total _____ | 20 Start _____<br>Off _____<br>Total _____ |          |
| 21 Start _____<br>Off _____<br>Total _____ | 22 Start _____<br>Off _____<br>Total _____ | 23 Start _____<br>Off _____<br>Total _____ | 24 Start _____<br>Off _____<br>Total _____ | 25 Start _____<br>Off _____<br>Total _____ | 26 Start _____<br>Off _____<br>Total _____ | 27 Start _____<br>Off _____<br>Total _____ |          |
| 28 Start _____<br>Off _____<br>Total _____ | Start _____<br>Off _____<br>Total _____    | start _____<br>Off _____<br>Total _____    | start _____<br>Off _____<br>Total _____    | Start _____<br>Off _____<br>Total _____    | Start _____<br>Off _____<br>Total _____    | Start _____<br>Off _____<br>Total _____    |          |

**UNITED FOOD & COMMERCIAL WORKERS**

**LOCAL 1977**

P.O. BOX 2279  
CAMBRIDGE, ONTARIO  
N3C 3P8

(519) 658-0252

**WHAT IS A UNION STEWARD?**

A Union Steward is an elected, front-line representative of the United Food & Commercial Workers. It is his/her duty to give you advice on your rights and to represent you to management in the first stage of the grievance procedure.

Bring any suspected violation of this Agreement to the attention of the Union Steward as soon as possible, because the time limits may be important in winning your grievance. A Union Steward cannot work miracles and solve your problem on the spot, but he/she will either give you an answer or find out the answer to your problem by contacting the Business Representative.

Union Stewards are all volunteers. They receive no pay for their important work and have a lot of responsibility. Treat them with consideration, as you would any friend who tries to assist you.

Your steward can assist you in winning your rights under this Collective Agreement, but only if you stand together with the Steward.

Despite the trouble involved in the job, being a Union Steward can be a rewarding and educational experience. If you're not afraid to ask that your legal contract rights be respected by management and if you also enjoy helping people, talk to your Business Representative. You might make a good Union Steward.

**SEP - 1 1993**

## **UNITED FOOD & COMMERCIAL WORKERS**

The United Food & Commercial Workers is one of the largest, most powerful and respected Unions in North America. You are one of 180,000 members in Canada and 1.3 million throughout Canada and the United States.

U.F.C.W. is the result of a giant merger between two former Unions, the Amalgamated Meat Cutters and Butcher Workmen of North America and the Retail Clerks International Union, to which our locals belonged. The merger creating U.F.C.W. took place on June 6, 1979. This unification produced a Union which is even more capable of protecting and improving the wages, benefits, working conditions and job security of our membership.

A very large percentage of the goods stocked on supermarket shelves are processed by U.F.C.W. members, all over Canada.

### **U.F.C.W. LOCAL 1977**

The job of looking after your interests on a daily basis is given to the Local 1977 of the U.F.C.W. A qualified staff of Business Representatives work more than full time to negotiate and service your Collective Agreement. Your elected officers, along with elected Executive Board, are responsible for directing and co-ordinating the resources of the Union so that the members' interests are well served.

**LETTER FROM THE PRESIDENT & SECRETARY  
TREASURER**

**U.F.C.W. LOCAL 1977**

Dear Fellow Member:

I hope that you will take the time to carefully read this new Collective Agreement. Like most contracts, the language is complicated in parts, but it is very important that you have some familiarity with your rights and duties.

Many of our members, **particular** newer ones, have a hard time believing that they actually have the rights detailed in this contract. Consequently, they don't object or put in a grievance when management violates those rights. This is a very grave mistake which weakens the Union.

This is a legal document negotiated in good faith between the Union and the Company. Should you feel that any of the Articles contained in this Agreement have been violated, please contact your Store Steward or Area Representative immediately.

We should all be proud of our Unions's achievements. We have proven many times that employers can treat their workers fairly and still run their businesses efficiently and profitably. Occasionally, we will have **disagreements**-sometimes serious ones: but we can always resolve our differences through mutual respect and an agreement everyone can live with.

In Local 1977, we are committed to Job Security. People without a Union to protect them do not have security and must rely on continuing good will of management if they want to keep their jobs. Only your Union can be relied on to protect your rights in employment **24** hours a day, every day of the year. Only your Union can be counted on for help when you have problems with management. Only your Union is **100%** dedicated to improving your wages, benefits and job security.

Please feel free to contact us at any time with questions or concerns about the Union. This is your Union and your opinion is what really counts. Help keep your Union strong.  
Fraternally yours,

Brian Williamson,  
President and Chief  
Executive Officer

Scott Penner  
Secretary, Treasurer

## WHAT YOU GET FOR YOUR UNION DUES

### **HIGHER THAN AVERAGE WAGES AND BENEFITS:**

According to recent government statistics, **Unionized** workers make, on average, **38%** more in wages and benefits than non-union workers in the same industries. This fact alone makes your Union dues **an outstanding** investment in your future.

**JOB SECURITY:** Your Union will not let you be fired or disciplined without just cause, and it is up to management to prove just cause. Every year the Union spends tens of thousands of dollars in grievance and arbitration expenses just to protect your rights. If you are unjustly discharged, your Union will spare no expense in getting you back to work. Does a non-union worker have that kind of security?

**GRIEVANCE PROCEDURE:** Even the smallest contract rights are vitally important to your Union. Did you deserve a promotion and not get it? Are non-bargaining unit people doing your work? Were your bumping rights ignored? Is your sick pay late in coming? Have you been unfairly disciplined for a very minor mistake? The Grievance Procedure allows the Union to go to bat for you. In a non-Union work place you have no rights except what management chooses to allow you.

### **PROBLEMS WITH WORKERS' COMPENSATION**

**FOR UIC?:** The Union employs experts in cutting red tape and representing you to government agencies. These services are free to you, should you ever need them. Non-Union workers are usually in the dark and out in the cold in these matters. They can only turn to expensive lawyers for help.

**PENSIONS, DENTAL INSURANCE, SICK PAY, DISABILITY INSURANCE, ETC.:** Compare your benefits package with those of non-Union friends and family. Should they be unable to work because of sickness or accident, would they trade their insurance protection for yours? You bet they would!

Add up what you paid in Union Dues last year. (Don't forget that they are tax deductible.)

**CHANGE OF ADDRESS FORM**

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**PHONE:** \_\_\_\_\_

**SOCIAL INSURANCE NUMBER:** \_\_\_\_\_

**STORE NAME & NUMBER:** \_\_\_\_\_

**MAIL THIS FORM BACK TO:**

**U.F.C.W. LOCAL 1977  
R.R. #22  
CAMBRIDGE, ONT. N3C 2V4  
PHONE COLLECT:  
(519) 658-0252**

**THE OCCUPATIONAL HEALTH  
AND SAFETY ACT - BILL 70**

Most work-related disabilities can be avoided if both management and workers live up to their responsibilities under Ontario's Occupational Health and Safety Act. Here is a quick guide to the Act (Bill 70). For details refer to the Act itself, which is found in the small green book which must be posted in every workplace.

**EMPLOYER'S DUTIES:**

Among other things, the employer must:

- Provide information, instruction and training so that the employee can work in a safe manner.
- Acquaint the worker with any workplace hazard.
- Appoint a competent person as supervisor.
- Co-operate with and assist the health and safety committee and representative.
- Take every precaution reasonable for the protection of the worker.

**SUPERVISOR'S DUTIES**

In stores, the Supervisor is normally the Store Manager. He must:

- Ensure that the worker works in a safe manner and uses all the equipment, protective devices or clothing that is required.
- Advise a worker of any potential or actual danger to their health and safety.
- Provide written safety instructions, where required.
- Be familiar with the Act and regulations.

**NOTE:** Department Heads in the bargaining unit must also ensure that workers work in a safe manner, as above, but they cannot discipline workers who refuse, for example, to wear safety equipment. If a meat manager is unable to convince a fellow worker to wear a mesh apron when he is required to do so, he should simply report the situation to the Store Manager.

**WORKERS' OBLIGATIONS:**

- Use all safety equipment and wear all protective clothing required by the employer.
- Report any potentially unsafe condition or defect in safety equipment to your Supervisor.
- Obey the Health & Safety law and all regulations and report any violations of the law or regulations to your Supervisor.

**WORKERS MAY NOT:**

- Remove or **turn** off any safety device.
- Use any equipment or work in a manner which may endanger yourself or another worker.
- Engage in horseplay of any kind.

---

**THE RIGHT TO REFUSE UNSAFE WORK**

If you encounter an unsafe condition at work, your first obligation is to report it to your Supervisor. Once you have done that, you may refuse to work at a job or task where you have reasons to believe that:

- Any machine or equipment you are supposed to use is likely to endanger yourself or another worker, or  
The condition of the workplace itself is hazardous.

You must promptly notify your Supervisor of your refusal. He must then investigate the matter in your presence and that of a health and safety representative of the workers (normally the Steward or a member of the Health and Safety Committee). If the Supervisor orders you back to work and you are still not satisfied that the job is safe, you may continue to refuse to work, provided you have reasonable grounds to believe the condition still constitutes a hazard.

At this point, the Inspector from the Ministry of Labour must be called in. While you are waiting for him, the Supervisors can request that someone else perform the job, provided that he is informed that the job was refused and the reasons for the refusal. This second worker also has the same right to refuse. The refusing worker may be assigned reasonable alternative work, subject to the Collective Agreement.

The decision of the Inspector is final. Although his order may be appealed, you must return to the job if he so orders, pending the outcome of such appeal.

### **WORKERS' COMPENSATION**

The Workers' Compensation Board (**WCB**) is an employer-paid insurance program that protects workers against the loss of income due to job related disabilities. Here are answers to the most commonly-asked questions about **WCB** benefits:

**WHAT DO I DO IF I HAVE AN ACCIDENT AT WORK?** All accidents, even minor ones, must be reported to management immediately. If the accident is serious enough to leave work, you must seek medical attention as soon as possible. Accidents which only require a short recovery period or simple first aid must be recorded in the first aid book, which every workplace is required by law to have.

**WHAT FORMS MUST BE FILLED OUT TO RECEIVE COMPENSATION?** Two forms are essential in order to receive **WCB** benefits. First, the yellow "Employer's Report of Accident or Industrial Disease" must be filled out by management if, and only if:

- a) You consult a doctor about your work-related disability.
- and/or
- b) You lose work time beyond the day of the accident.

Please note that you do not have to actually lose time from work in order to initiate a **WCB** claim. Even if you consult a doctor and are sent back to work the next day, your employer must file their report. This is known as a "No Lost Time" claim.

The second form is a pink form called "Doctor's First Report". There should be a supply of these at your workplace and most doctors and hospitals will have them as well. This is filled out by your doctor at the time of your first visit for your disability. The doctor sends this form directly to the **WCB**.

**WHAT ARE WCB BENEFITS WORTH?** Once your claim is allowed, you will receive 90% of your net earnings, which are averaged over the four weeks prior to your accident. WCB benefits are non-taxable. WCB cheques are sent every two weeks. A normal claim will take about ten days to process before you begin receiving benefits, assuming that the two important forms are submitted right away.

**HOW LONG DO WCB BENEFITS LAST?** Most people who have workplace accidents are back to work within four weeks or less. Serious injuries can take months or even years to recover from. As long as you are judged to be totally disabled and the disability is considered temporary, WCB benefits will continue without limitation. If you have a permanent disability, WCB will award you a small pension, depending on what they assess to be your degree of disability.

**WHAT IF I HAVE A HEALTH PROBLEM THAT IS CAUSED BY MY JOB BUT I DIDN'T HAVE AN ACCIDENT AT WORK?** Back problems, Tendonitis, Carpal Tunnel Syndrome, Ring and Bag Syndrome, etc. are just a few of the work-related disabilities suffered by U.F.C.W. members. If you feel you may be in the non-accidental work-related disability category, first consult your doctor. If he/she agrees that your problem is or is likely to have been caused by your job, a Doctor's First Report should be submitted right away. Inform your employer of your doctor's opinion and ask that the Employer's Report of Accident or Industrial Disease be submitted. Your employer cannot refuse to fill out this form. Only the WCB can decide whether or not you have a legitimate claim.

**WHAT HAPPENS IF MY CLAIM IS TURNED DOWN BY THE WCB?** You can appeal an adverse decision by the WCB. The Union will assist you and represent you without charge. Do not consult a lawyer, since their services are not free. The Union employs WCB experts to help you.

**WOULDN'T I BE BETTER OFF CLAIMING SICK PAY?** In most cases, NO. However, if you have a non-accidental disability which requires you to take time off from work, consult the Union for advise.

**DOES THE WCB COVER PART-TIMERS? Yes.** The same rules and benefits apply, regardless of the number of hours you work per week.

**WHAT IF MY BENEFITS ARE LATE OR ARE CUT OFF FOR SOME REASON?** Contact the Union office without delay. All WCB enquiries are treated in the strictest confidence.

Remember, never let management talk you out of filing a WCB claim. You may regret it later, when your disability won't go away. It is illegal for management to interfere with your right to make a WCB claim. If you have any problems or concerns, contact the Union office.

## UNEMPLOYMENT INSURANCE

Unemployment Insurance is not welfare. It is a system of providing partial income replacement for people who have an interruption of earnings. Both you and your employer pay weekly premiums to the Unemployment Insurance Commission and you are entitled to benefits, if you meet certain eligibility requirements. You should apply for U.I. benefits if you fall into one of the following categories:

**LAI D OFF:** If you are out of work due to layoff and you have worked at least 10-14 weeks during the last 52 weeks, you are eligible for benefits. You receive no money for the first two weeks of layoff and your benefits will continue for up to 52 weeks. Your maximum benefit period may be less than 52 weeks, depending on a number of factors.

**DISCHARGED OR QUIT:** Same eligibility rules as for layoff, but the two-week waiting period can be extended to 8 weeks, if you were fired for just cause or quit without a good reason. You may appeal an extension of your waiting period.

**PREGNANCY:** 15 weeks of benefits are payable when you take your maternity leave, provided you apply at the time of leaving. You must have worked 20 weeks in the last 52 and there is the same two-week waiting period as that imposed on other claimants. (Should an employee be on maternity leave when the Christmas bonus and vacation pay is paid, it is deemed by U.I.C. to be wages, unless the member elects to defer these in writing to the Company. See Article 10.)

### WHAT YOU NEED TO APPLY FOR U.I. BENEFITS

- A Record of Employment from the Company. If you have problems obtaining it, inform your Local Canada Employment and Immigration Centre (CEIC).
- An application for benefits, obtainable at CEIC offices.
- A doctor's report for sickness or maternity benefits, also obtainable at CEIC offices.

If you have any questions or problems with UIC, call your local CEIC office. If your problems continue, contact your Union office.

**IDENTIFICATION**

NAME \_\_\_\_\_ PHONE \_\_\_\_\_

HOME ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ PROV. \_\_\_\_\_ POSTAL CODE \_\_\_\_\_

**EMERGENCY**

NAME \_\_\_\_\_ PHONE \_\_\_\_\_

NAME \_\_\_\_\_ PHONE \_\_\_\_\_

**SPECIAL EMERGENCY INSTRUCTIONS**

DOCTOR \_\_\_\_\_ PHONE \_\_\_\_\_

BLOOD TYPE \_\_\_\_\_ ALLERGIES \_\_\_\_\_

**IMPORTANT DATES 1993**

JANUARY      FEBRUARY      MARCH      APRIL      MAY      JUNE

---

---

---

---

---

---

---

---

JULY      AUGUST      SEPTEMBER      OCTOBER      NOVEMBER      DECEMBER

---

---

---

---

---

---

---

---

**IMPORTANT DATES 1994**

JANUARY      FEBRUARY      MARCH      APRIL      MAY      JUNE

---

---

---

---

---

---

---

---

JULY      AUGUST      SEPTEMBER      OCTOBER      NOVEMBER      DECEMBER

---

---

---

---

---

---

---

---



IMPORTANT DATES \_\_\_\_\_

**BUY UNION** **MARCH 1993** **BUY CANADIAN**

| SUNDAY  | MONDAY  | TUESDAY   | WEDNESDAY   | THURSDAY  | FRIDAY  | SATURDAY  |
|---|---|---|---|---|---|---|
| stall __<br>Off _____<br>Total _                  | <b>1</b> Start _____<br>Off _____<br>Total _____  | <b>2</b> Start _____<br>O f f -<br>Total _____    | <b>3</b> Start _____<br>Off _____<br>Total _____  | <b>4</b> Start _____<br>O f f -<br>T o t a l -    | <b>5</b> Start _____<br>Off _____<br>Total _____  | <b>6</b> Start _____<br>O f f -<br>Total ____     |
| <b>7</b> Start _____<br>Off _____<br>Total _____  | <b>8</b> Start _____<br>Off _____<br>Total _____  | <b>9</b> Start _____<br>Off _____<br>Total _____  | <b>10</b> Start _____<br>Off _____<br>Total _____ | <b>11</b> Start _____<br>Off _____<br>Total _____ | <b>12</b> Start _____<br>O f f -<br>Total _____   | <b>13</b> Start _____<br>O f f -<br>Total _____   |
| <b>14</b> Start _____<br>Off _____<br>Total _____ | <b>15</b> Start _____<br>Off _____<br>Total _____ | <b>16</b> Start _____<br>Off _____<br>Total _____ | <b>17</b> Start _____<br>O f f -<br>Total _____   | <b>18</b> Start _____<br>Off _____<br>Total _____ | <b>19</b> Start _____<br>Off _____<br>Total _____ | <b>20</b> Start _____<br>Off _____<br>Total _____ |
| <b>21</b> Start _____<br>Off _____<br>Total _____ | <b>22</b> Start _____<br>Off _____<br>Total _____ | <b>23</b> Start _____<br>O f f -<br>Total _____   | <b>24</b> Start _____<br>Off _____<br>Total _____ | <b>25</b> Start _____<br>O f f -<br>Total ____    | <b>26</b> Start _____<br>O f f -<br>Total _____   | <b>27</b> Start _____<br>Off _____<br>Total _____ |
| <b>28</b> Start _____<br>O f f -<br>Total ____    | <b>29</b> Start _____<br>Off _____<br>Total _____ | <b>30</b> Start _____<br>O f f -<br>Total _____   | <b>31</b> Start _____<br>Off _____<br>Total _____ | Start _____<br>Off _____<br>Total _____           | St a n __<br>o f f -<br>Total _____               | Start _____<br>Off _____<br>Total _____           |

IMPORTANT DATES \_\_\_\_\_

**BUY UNION**

**APRIL 1993**

**BUY CANADIAN**

| SUNDAY                                     | MONDAY                                     | TUESDAY                                    | WEDNESDAY                                  | THURSDAY                                   | FRIDAY                                     | SATURDAY                                   |
|--|--|--|--|--|--|--|
| Start _____<br>Off _____<br>Total _____    | Start _____<br>Off _____<br>Total _____    | Start _____<br>Off _____<br>Total _____    | Start _____<br>Off _____<br>Total _____    | 1 Start _____<br>Off _____<br>Total _____  | 2 Start _____<br>Off _____<br>Total _____  | 3 start-<br>Off _____<br>Total _____       |
| 4 Start _____<br>off -<br>Total _____      | 5 Start _____<br>Off _____<br>Total _____  | 6 start-<br>Off _____<br>Total _____       | 7 Start _____<br>Off _____<br>Total _____  | 8 Start _____<br>Off _____<br>Total _____  | 9 Start _____<br>Off _____<br>Total _____  | 10 start-<br>Off _____<br>Total _____      |
| 11 start-<br>Off _____<br>Total _____      | 12 Start _____<br>Off _____<br>Total _____ | 13 Start _____<br>Off _____<br>Total _____ | 14 Start _____<br>Off _____<br>Total _____ | 15 Start _____<br>Off _____<br>Total _____ | 16 stat-<br>Off _____<br>Total _____       | 17 Stan-<br>Off _____<br>Total _____       |
| 18 Start _____<br>Off _____<br>Total _____ | 19 start-<br>Off _____<br>Total _____      | 20 start-<br>Off _____<br>Total _____      | 21 Stan-<br>Off _____<br>Total _____       | 22 Start _____<br>Off _____<br>Total _____ | 23 Start _____<br>Off _____<br>Total _____ | 24 Start _____<br>Off _____<br>Total _____ |
| 25 Start _____<br>Off _____<br>Total _____ | 26 Start _____<br>Off _____<br>Total _____ | 27 Start _____<br>Off _____<br>Total _____ | 28 start-w-<br>Off _____<br>Total _____    | 29 Start _____<br>Off _____<br>Total _____ | 30 Start _____<br>Off _____<br>Total _____ | Start _____<br>Off _____<br>Total _____    |

IMPORTANT DATES \_\_\_\_\_

BUY UNION

MAY 1993

BUY CANADIAN

| SUNDAY                                     | MONDAY                                     | TUESDAY                                    | WEDNESDAY                                  | THURSDAY                                   | FRIDAY                                     | SATURDAY                                   |
|--|--|--|--|--|--|--|
| stall ____<br>Off _____<br>Total _____     | Stan ____<br>Off _____<br>Total _____      | Start _____<br>Off _____<br>Total ____     | Stan ____<br>Off _____<br>Total _____      | Start _____<br>Off _____<br>Total _____    | Stan ____<br>Off _____<br>Total ____       | 1 Start _____<br>Off _____<br>Total _____  |
| 2 Start _____<br>Off _____<br>Total _____  | 3 Start _____<br>Off _____<br>Total _____  | 4 Start _____<br>Off _____<br>Total _____  | 5 Start _____<br>Off _____<br>Total ____   | 6 Start _____<br>Off _____<br>Total _____  | 7 Stan ____<br>Off _____<br>Total _____    | 8 Start _____<br>Off _____<br>Total ____   |
| 9 Start _____<br>Off _____<br>Total ____   | 10 Start _____<br>Off _____<br>Total ____  | 11 Start _____<br>Off _____<br>Total _____ | 12 Start _____<br>Off _____<br>Total _____ | 13 Start _____<br>Off _____<br>Total ____  | 14 Start _____<br>Off _____<br>Total _____ | 15 Start _____<br>Off _____<br>Total _____ |
| 16 Start _____<br>Off _____<br>Total _____ | 17 Start _____<br>Off _____<br>Total _____ | 18 Start _____<br>Off _____<br>Total _____ | 19 Start _____<br>Off _____<br>Total _____ | 20 Stan ____<br>Off _____<br>Total _____   | 21 Start _____<br>Off _____<br>Total _____ | 22 Start _____<br>Off _____<br>Total _____ |
| 23 Start _____<br>Off _____<br>Total _____ | 24 Start _____<br>Off _____<br>Total _____ | 25 Start _____<br>Off _____<br>Total _____ | 26 Stan ____<br>Off _____<br>Total _____   | 27 Start _____<br>Off _____<br>Total _____ | 28 Start _____<br>Off _____<br>Total _____ | 29 Start _____<br>Off _____<br>Total _____ |
| 30 Start _____<br>Off _____<br>Total _____ | 31 Start _____<br>Off _____<br>Total _____ | Start _____<br>Off _____<br>Total _____    | Stan ____<br>Off _____<br>Total _____      | Start _____<br>Off _____<br>Total _____    | Start _____<br>Off _____<br>Total _____    | Start _____<br>Off _____<br>Total _____    |

IMPORTANT DATES \_\_\_\_\_

**BUY UNION**

**JUNE 1993**

**BUY CANADIAN**

**SUNDAY**    **MONDAY**    **TUESDAY**    **WEDNESDAY**    **THURSDAY**    **FRIDAY**    **SATURDAY**

|   |   |   |   |   |   |   |
|---|---|---|---|---|---|---|
| Start _____<br>Off _____<br>Total _____           | Start _____<br>Off _____<br>Total _____           | <b>1</b> Start _____<br>Off _____<br>Total _____  | <b>2</b> start -<br>Off _____<br>Total _____      | <b>3</b> Start _____<br>Off _____<br>Total _____  | <b>4</b> Start _____<br>Off _____<br>Total _____  | <b>5</b> Start _____<br>Off _____<br>Total _____  |
| <b>6</b> start-m---<br>Off _____<br>Total _____   | <b>7</b> Start _____<br>Off _____<br>Total _____  | <b>8</b> Start _____<br>Off _____<br>Total _____  | <b>9</b> start -<br>Off _____<br>Total _____      | <b>10</b> Start _____<br>Off _____<br>Total _____ | <b>11</b> start-<br>Off _____<br>Total _____      | <b>12</b> Start _____<br>Off _____<br>Total _____ |
| <b>13</b> Start _____<br>O f f -<br>Total _____   | <b>14</b> Start _____<br>Off _____<br>Total _____ | <b>15</b> Start _____<br>Off _____<br>Total _____ | <b>16</b> Start _____<br>Off _____<br>Total _____ | <b>17</b> Start _____<br>Off _____<br>Total _____ | <b>18</b> Start _____<br>Off _____<br>Total _____ | <b>19</b> start-----<br>Off _____<br>Total _____  |
| <b>20</b> start&---<br>Off _____<br>Total _____   | <b>21</b> Start _____<br>Off _____<br>Total _____ | <b>22</b> start----<br>Off _____<br>Total _____   | <b>23</b> Start _____<br>Off _____<br>Total _____ | <b>24</b> Start _____<br>Off _____<br>Total _____ | <b>25</b> Start _____<br>Off _____<br>Total _____ | <b>26</b> Start _____<br>Off _____<br>Total _____ |
| <b>27</b> Start _____<br>Off _____<br>Total _____ | <b>28</b> Start _____<br>Off _____<br>Total _____ | <b>29</b> Start _____<br>Off _____<br>Total _____ | <b>30</b> Start _____<br>Off _____<br>Total _____ | <b>Stan</b> _____<br>Off _____<br>Total _____     | <b>stall</b> _____<br>Off _____<br>Total _____    | Start _____<br>Off _____<br>Total _____           |

IMPORTANT DATES \_\_\_\_\_

BUY UNION

**JULY 1993**

BUY CANADIAN

| SUNDAY                                     | MONDAY                                       | TUESDAY                                    | WEDNESDAY                                  | THURSDAY                                   | FRIDAY                                     | SATURDAY                                   |
|--|--|--|--|--|--|--|
| Start _____<br>Off _____<br>Total _____    | Start _____<br><b>o f f -</b><br>Total _____ | Start _____<br>Off _____<br>Total _____    | Start _____<br>Off _____<br>Total _____    | 1 Start _____<br>Off _____<br>Total _____  | 2 Start _____<br>Off _____<br>Total _____  | 3 Start _____<br>Off _____<br>Total _____  |
| 4 Start _____<br>Off _____<br>Total _____  | 5 Start _____<br>Off _____<br>Total _____    | 6 Start _____<br>Off _____<br>Total _____  | 7 Start _____<br>O f f -<br>Total _____    | 8 Start _____<br>Off _____<br>Total _____  | 9 Start _____<br>Off _____<br>Total _____  | 10 Start _____<br>Off _____<br>Total _____ |
| 11 Start _____<br>Off _____<br>Total _____ | 12 Start _____<br>Off _____<br>Total _____   | 13 Start _____<br>Off _____<br>Total _____ | 14 Start _____<br>Off _____<br>Total _____ | 15 Start _____<br>Off _____<br>Total _____ | 16 Start _____<br>Off _____<br>Total _____ | 17 Start _____<br>Off _____<br>Total _____ |
| 18 Start _____<br>Off _____<br>Total _____ | 19 Start _____<br>Off _____<br>Total _____   | 20 Start _____<br>Off _____<br>Total _____ | 21 Start _____<br>Off _____<br>Total _____ | 22 Start _____<br>Off _____<br>Total _____ | 23 Start _____<br>Off _____<br>Total _____ | 24 Start _____<br>Off _____<br>Total _____ |
| 25 Start _____<br>Off _____<br>Total _____ | 26 Start _____<br>Off _____<br>Total _____   | 27 Start _____<br>Off _____<br>Total _____ | 28 Start _____<br>Off _____<br>Total _____ | 29 Start _____<br>o f f -<br>Total _____   | 30 Start _____<br>& f -<br>Total _____     | 31 Start _____<br>O f f -<br>Total _____   |

**IMPORTANT DATES** \_\_\_\_\_

**BUY UNION**

**AUGUST 1993**

**BUY CANADIAN**

| SUNDAY   | MONDAY                                     | TUESDAY  | WEDNESDAY                                      | THURSDAY                                   | FRIDAY                                     | SATURDAY                                  |
|--|--|--|--|--|--|---|
| 1 start -<br>Off _____<br>Total _____          | 2 start _____<br>Off _____<br>Total _____  | 3 Start _____<br>Off _____<br>Total _____      | 4 Start _____<br>Off _____<br>Total _____      | 5 Start _____<br>Off _____<br>Total _____  | 6 Start _____<br>Off _____<br>Total _____  | 7 Start _____<br>Off _____<br>Total _____ |
| 8 stall _____<br>O f f - _____<br>Total _____  | 9 Start _____<br>Off _____<br>Total _____  | 10 Start _____<br>Off _____<br>Total _____     | 11 Start _____<br>Off _____<br>Total _____     | 12 Start _____<br>Off _____<br>Total _____ | 13 start-...<br>Off _____<br>Total _____   | 14 Start-...<br>Off _____<br>Total _____  |
| 15 Start _____<br>Off _____<br>Total _____     | 16 start-e-...<br>Off _____<br>Total _____ | 17 Start _____<br>Off _____<br>Total _____     | 18 start-m-...<br>Off _____<br>Total _____     | 19 Start _____<br>Off _____<br>Total _____ | 20 Start _____<br>Off _____<br>Total _____ | 21 San _____<br>Off _____<br>Total _____  |
| 22 Start _____<br>O f f - _____<br>Total _____ | 23 Start _____<br>Off _____<br>Total _____ | 24 Start _____<br>O f f - _____<br>Total _____ | 25 Start _____<br>O f f - _____<br>Total _____ | 26 start-e-...<br>Off _____<br>Total _____ | 27 start-...<br>Off _____<br>Total _____   | 28 start-...<br>Off _____<br>Total _____  |
| 29 Start _____<br>Off _____<br>Total _____     | 30 Start _____<br>Off _____<br>Total _____ | 31 Start _____<br>Off _____<br>Total _____     | Start _____<br>Off _____<br>Total _____        | Start _____<br>Off _____<br>Total _____    | Start _____<br>Off _____<br>Total _____    | Start _____<br>Off _____<br>Total _____   |

**IMPORTANT DATES** \_\_\_\_\_

**BUY UNION**

**SEPTEMBER 1993**

**BUY CANADIAN**

| SUNDAY                                     | MONDAY  | TUESDAY                                    | WEDNESDAY  | THURSDAY                                   | FRIDAY   | SATURDAY                                   |
|--|---|--|--|--|--|--|
| Start _____<br>Off _____<br>Total _____    | start _____<br>Off _____<br>Total _____       | start _____<br>Off _____<br>Total _____    | 1 <b>start</b> _____<br>Off _____<br>Total _____ | 2 Start _____<br>Off _____<br>Total _____  | 3 start _____<br>Off _____<br>Total _____      | 4 Start _____<br>Off _____<br>Total _____  |
| 5 Start _____<br>Off _____<br>Total _____  | 6 Start _____<br>O f f - -<br>Total _____     | 7 Start _____<br>O f f -<br>Total _____    | 8 Start _____<br>Off _____<br>Total _____        | 9 Start _____<br>Off _____<br>Total _____  | 10 Start _____<br>Off _____<br>Total _____     | 11 Start _____<br>Off _____<br>Total _____ |
| 12 Start _____<br>Off _____<br>Total _____ | 13 <b>start</b> -<br>Off _____<br>Total _____ | 14 Start _____<br>Off _____<br>Total _____ | 15 Start _____<br>Off _____<br>Total _____       | 16 Start _____<br>Off _____<br>Total _____ | 17 Start _____<br>Off _____<br>Total _____     | 18 Start _____<br>Off _____<br>Total _____ |
| 19 Start _____<br>Off _____<br>Total _____ | 20 <b>start</b> -<br>Off _____<br>Total _____ | 21 Start _____<br>Off _____<br>Total _____ | 22 Start _____<br>Off _____<br>Total _____       | 23 Start _____<br>Off _____<br>Total _____ | 24 Start _____<br>Off _____<br>Total _____     | 25 Start _____<br>Off _____<br>Total _____ |
| 26 Start _____<br>Off _____<br>Total _____ | 27 Start _____<br>Off _____<br>Total _____    | 28 Start _____<br>Off _____<br>Total _____ | 29 Start _____<br>Off _____<br>Total _____       | 30 Start _____<br>Off _____<br>Total _____ | <b>stall</b> _____<br>Off _____<br>Total _____ | Start _____<br>Off _____<br>Total _____    |

**IMPORTANT DATES**

**BUY UNION**

**OCTOBER 1993**

**BUY CANADIAN**

| <b>SUNDAY</b>   | <b>MONDAY</b>                                     | <b>TUESDAY</b>                                    | <b>WEDNESDAY</b>                                  | <b>THURSDAY</b>                                   | <b>FRIDAY</b>                                     | <b>SATURDAY</b>                                   |
|---|---|---|---|---|---|---|
| start _____<br>Off _____<br>Total _____                     | Start _____<br>Off _____<br>Total _____           | Start _____<br>Off _____<br>Total _____           | Start _____<br>Off _____<br>Total _____           | Start _____<br>Off _____<br>Total _____           | 1 Start _____<br>Off _____<br>Total _____         | 2 Start _____<br>Off _____<br>Total _____         |
| <b>3</b> Start _____<br>Off _____<br>Total _____            | <b>4</b> Start _____<br>Off _____<br>Total _____  | <b>5</b> Start _____<br>Off _____<br>Total _____  | <b>6</b> Start _____<br>Off _____<br>Total _____  | <b>7</b> start----<br>Off _____<br>Total _____    | <b>8</b> Start _____<br>Off _____<br>Total _____  | <b>9</b> Start _____<br>Off _____<br>Total _____  |
| <b>10</b> Start _____<br>Off _____<br>Total _____           | <b>11</b> Start _____<br>Off _____<br>Total _____ | <b>12</b> Start _____<br>Off _____<br>Total _____ | <b>13</b> Start _____<br>Off _____<br>Total _____ | <b>14</b> Start _____<br>Off _____<br>Total _____ | <b>15</b> Start _____<br>Off _____<br>Total _____ | <b>16</b> Start _____<br>Off _____<br>Total _____ |
| <b>17</b> Start _____<br>Off _____<br>Total _____           | <b>18</b> Start _____<br>Off _____<br>Total _____ | <b>19</b> Start _____<br>Off _____<br>Total _____ | <b>20</b> Start _____<br>Off _____<br>Total _____ | <b>21</b> Start _____<br>Off _____<br>Total _____ | <b>22</b> start-----<br>Off _____<br>Total _____  | <b>23</b> Start _____<br>Off _____<br>Total _____ |
| <b>24</b> Start _____<br><b>31</b> Off _____<br>Total _____ | <b>25</b> Start _____<br>Off _____<br>Total _____ | <b>26</b> Start _____<br>Off _____<br>Total _____ | <b>27</b> Start _____<br>Off _____<br>Total _____ | <b>28</b> Start _____<br>Off _____<br>Total _____ | <b>29</b> Start _____<br>Off _____<br>Total _____ | <b>30</b> Start _____<br>Off _____<br>Total _____ |

**IMPORTANT DATES**

**BUY UNION**

**NOVEMBER 1993**

**BUY CANADIAN**

|    | SUNDAY                                   | MONDAY                                     | TUESDAY                                    | WEDNESDAY                                   | THURSDAY                                   | FRIDAY  | SATURDAY                                   |
|----|--|--|--|---|--|---|--|
|    | Start _____<br>Off _____<br>Total _____  | 1 Start _____<br>Off _____<br>Total _____  | 2 Start _____<br>Off _____<br>Total _____  | 3 Start _____<br>Off _____<br>Total _____   | 4 Start _____<br>Off _____<br>Total _____  | 5 Start _____<br>Off _____<br>Total _____       | 6 Start _____<br>Off _____<br>Total _____  |
| 7  | Start _____<br>Off _____<br>Total _____  | 8 Start _____<br>Off _____<br>Total _____  | 9 stall _____<br>Off _____<br>Total _____  | 10 start- _____<br>Off _____<br>Total _____ | 11 Start _____<br>Off _____<br>Total _____ | 12 start- _____<br>Off _____<br>Total _____     | 13 Start _____<br>Off _____<br>Total _____ |
| 14 | Start _____<br>Off _____<br>Total _____  | 15 Start _____<br>Off _____<br>Total _____ | 16 Start _____<br>Off _____<br>Total _____ | 17 Start _____<br>Off _____<br>Total _____  | 18 Start _____<br>Off _____<br>Total _____ | 19 Start _____<br>Off _____<br>Total _____      | 20 Start _____<br>Off _____<br>Total _____ |
| 21 | Start _____<br>Off _____<br>Total _____  | 22 Start _____<br>Off _____<br>Total _____ | 23 Start _____<br>Off _____<br>Total _____ | 24 Start _____<br>Off _____<br>Total _____  | 25 Start _____<br>Off _____<br>Total _____ | 26 start-...- _____<br>Off _____<br>Total _____ | 27 Start _____<br>Off _____<br>Total _____ |
| 28 | start- _____<br>Off _____<br>Total _____ | 29 Start _____<br>Off _____<br>Total _____ | 30 Start _____<br>Off _____<br>Total _____ | start _____<br>Off _____<br>Total _____     | Start _____<br>Off _____<br>Total _____    | Start _____<br>Off _____<br>Total _____         | start _____<br>Off _____<br>Total _____    |

**IMPORTANT DATES**

**BUY UNION**

**DECEMBER 1993**

**BUY CANADIAN**

| SUNDAY                                     | MONDAY                                     | TUESDAY                                    | WEDNESDAY                                  | THURSDAY                                   | FRIDAY   | SATURDAY                                   |
|--|--|--|--|--|--|--|
| Start _____<br>Off _____<br>Total _____    | Start _____<br>Off _____<br>Total _____    | Start _____<br>Off _____<br>Total _____    | 1 Start -<br>Off _____<br>Total _____      | 2 Start _____<br>Off _____<br>Total _____  | 3 Start _____<br>Off _____<br>Total _____          | 4 Start _____<br>Off _____<br>Total _____  |
| 5 Start _____<br>Off _____<br>Total _____  | 6 Start _____<br>Off _____<br>Total _____  | 7 Start _____<br>Off _____<br>Total _____  | 8 start -<br>Off _____<br>Total _____      | 9 Start _____<br>Off _____<br>Total _____  | 10 Start _____<br>Off _____<br>Total _____         | 11 Start _____<br>Off _____<br>Total _____ |
| 12 Start _____<br>Off _____<br>Total _____ | 13 Start _____<br>Off _____<br>Total _____ | 14 Start _____<br>Off _____<br>Total _____ | 15 Start _____<br>Off _____<br>Total _____ | 16 Start _____<br>Off _____<br>Total _____ | 17 Start _____<br>Off _____<br>Total _____         | 18 Start _____<br>Off _____<br>Total _____ |
| 19 Start _____<br>o f -<br>Total _____     | 20 Start _____<br>Off _____<br>Total _____ | 21 Start _____<br>Off _____<br>Total _____ | 22 Start _____<br>Off _____<br>Total _____ | 23 Start _____<br>Off _____<br>Total _____ | 24 Start _____<br>Off _____<br>Total _____         | 25 Start _____<br>Off _____<br>Total _____ |
| 26 start -<br>Off _____<br>Total _____     | 27 Start _____<br>Off _____<br>Total _____ | 28 Start _____<br>Off _____<br>Total _____ | 29 Start _____<br>Off _____<br>Total _____ | 30 Start _____<br>Off _____<br>Total _____ | 31 Start _____<br>O f f - . . . . .<br>Total _____ | start _____<br>O f f -<br>Total _____      |

IMPORTANT DATES \_\_\_\_\_

BUY UNION

**JANUARY 1994**

BUY CANADIAN

SUNDAY MONDAY TUESDAY WEDNESDAY THURSDAY **FRIDAY** SATURDAY

|    |  |   |  |  |  |  |  |
|----|--|---|--|--|--|--|--|
|    | Start _____<br>Off _____<br>Total _____    | stall __<br>Off _____<br>Total _____          | Stall __<br>Off _____<br>Total _____       | Start -<br>Off _____<br>Total _____        | Start _____<br>Off _____<br>Total _____    | Start _____<br>Off _____<br>Total _____    | 1 s t a l l -<br>Off _____<br>Total _____  |
| 2  | Start _____<br>Off _____<br>Total _____    | 3 Start _____<br>Off _____<br>Total _____     | 4 Start _____<br>Off _____<br>Total _____  | 5 s t a r t -<br>Off _____<br>Total _____  | 6 Start _____<br>o f f -<br>Total _____    | 7 Start _____<br>Off _____<br>Total _____  | 8 Start _____<br>Off _____<br>Total _____  |
| 9  | Start _____<br>Off _____<br>Total _____    | 10 Start _____<br>Off _____<br>Total _____    | 11 Start _____<br>Off _____<br>Total _____ | 12 Start _____<br>Off _____<br>Total _____ | 13 Start _____<br>Off _____<br>Total _____ | 14 Start _____<br>Off _____<br>Total _____ | 15 Start _____<br>Off _____<br>Total _____ |
| 16 | Start _____<br>Off _____<br>Total _____    | 17 Start _____<br>Off _____<br>Total _____    | 18 Start _____<br>Off _____<br>Total _____ | 19 Start _____<br>Off _____<br>Total _____ | 20 Start _____<br>Off _____<br>Total _____ | 21 Start _____<br>Off _____<br>Total _____ | 22 Start _____<br>Off _____<br>Total _____ |
| 23 | Start _____<br>30 Off _____<br>Total _____ | 24 Start _____<br>31 Off _____<br>Total _____ | 25 Start _____<br>Off _____<br>Total _____ | 26 Start _____<br>Off _____<br>Total _____ | 27 Start _____<br>Off _____<br>Total _____ | 28 Start _____<br>Off _____<br>Total _____ | 29 Start _____<br>Off _____<br>Total _____ |

IMPORTANT DATES \_\_\_\_\_

BUY UNION

**FEBRUARY 1994**

BUY CANADIAN

| SUNDAY   | MONDAY                                     | TUESDAY                                    | WEDNESDAY                                  | THURSDAY                                   | FRIDAY                                     | SATURDAY                                   |
|--|--|--|--|--|--|--|
| <b>Start</b> _____<br><b>Off</b> _____<br><b>Total</b> _____ | Start _____<br>Off _____<br>Total _____    | 1 Start _____<br>Off _____<br>Total _____  | 2 Start _____<br>Off _____<br>Total _____  | 3 Start _____<br>Off _____<br>Total _____  | 4 Start _____<br>Off _____<br>Total _____  | 5 Start _____<br>Off _____<br>Total _____  |
| 6 Start _____<br>Off _____<br>Total _____                    | 7 Start _____<br>Off _____<br>Total _____  | 8 Start _____<br>Off _____<br>Total _____  | 9 Start _____<br>Off _____<br>Total _____  | 10 Start _____<br>Off _____<br>Total _____ | 11 Start _____<br>Off _____<br>Total _____ | 12 Start _____<br>Off _____<br>Total _____ |
| 13 Start _____<br>Off _____<br>Total _____                   | 14 Start _____<br>Off _____<br>Total _____ | 15 stat-.-.-.<br>Off _____<br>Total _____  | 16 Start _____<br>Off _____<br>Total _____ | 17 Start _____<br>Off _____<br>Total _____ | 18 Start _____<br>Off _____<br>Total _____ | 19 Start _____<br>Off _____<br>Total _____ |
| 20 Start _____<br>Off _____<br>Total _____                   | 21 Start _____<br>Off _____<br>Total _____ | 22 Start _____<br>Off _____<br>Total _____ | 23 Start _____<br>Off _____<br>Total _____ | 24 Start _____<br>Off _____<br>Total _____ | 25 Start _____<br>Off _____<br>Total _____ | 26 Start _____<br>Off _____<br>Total _____ |
| 27 Start _____<br>Off _____<br>Total _____                   | 28 start -<br>Off _____<br>Total _____     | Start _____<br>Off _____<br>Total _____    | Start _____<br>Off _____<br>Total _____    | Start _____<br>Off _____<br>Total _____    | Start _____<br>Off _____<br>Total _____    | start _____<br>Off _____<br>Total _____    |

**IMPORTANT DATES**

**BUY UNION**

**MARCH 1994**

**BUY CANADIAN**

| SUNDAY                                     | MONDAY                                     | TUESDAY                                    | WEDNESDAY                                  | THURSDAY                                   | FRIDAY                                     | SATURDAY                                   |
|--|--|--|--|--|--|--|
| Start _____<br>Off _____<br>Total _____    | start _____<br>Off _____<br>Total _____    | 1 start _____<br>Off _____<br>Total _____  | 2 Start _____<br>Off _____<br>Total _____  | 3 Start _____<br>Off _____<br>Total _____  | 4 Start _____<br>O f f -<br>Total _____    | 5 Start _____<br>Off _____<br>Total _____  |
| 6 Start _____<br>Off _____<br>Total _____  | 7 Start _____<br>Off _____<br>Total _____  | 8 Start _____<br>Off _____<br>Total _____  | 9 Start _____<br>Off _____<br>Total _____  | 10 Start _____<br>Off _____<br>Total _____ | 11 Start _____<br>Off _____<br>Total _____ | 12 Start _____<br>Off _____<br>Total _____ |
| 13 Start _____<br>O f f -<br>Total _____   | 14 Start _____<br>Off _____<br>Total _____ | 15 Start _____<br>Off _____<br>Total _____ | 16 Start _____<br>Off _____<br>Total _____ | 17 Start _____<br>Off _____<br>Total _____ | 18 Start _____<br>O f f -<br>Total _____   | 19 start-<br>Off _____<br>Total _____      |
| 20 Start _____<br>Off _____<br>Total _____ | 21 Start _____<br>Off _____<br>Total _____ | 22 Start _____<br>Off _____<br>Total _____ | 23 Start _____<br>Off _____<br>Total _____ | 24 Start _____<br>Off _____<br>Total _____ | 25 Start _____<br>Off _____<br>Total _____ | 26 start -<br>Off _____<br>Total _____     |
| 27 Start _____<br>Off _____<br>Total _____ | 28 Start _____<br>Off _____<br>Total _____ | 29 Start _____<br>Off _____<br>Total _____ | 30 Start _____<br>Off _____<br>Total _____ | 31 Start _____<br>Off _____<br>Total _____ | start _____<br>Off _____<br>Total _____    | Start _____<br>Off _____<br>Total _____    |

IMPORTANT DATES \_\_\_\_\_

BUY UNION

**APRIL 1994**

BUY CANADIAN

| SUNDAY  | MONDAY                                     | TUESDAY                                    | WEDNESDAY                                  | THURSDAY                                   | FRIDAY                                     | SATURDAY                                   |
|---|--|--|--|--|--|--|
| <b>Stan</b> _____<br><b>Off</b> _____<br><b>Total</b> _____ | start _____<br>Off _____<br>Total _____    | Start _ _ _<br>Off _____<br>Total _____    | Start _____<br>Off _____<br>Total _____    | Start _____<br>Off _____<br>Total _____    | 1 Start _ _ _<br>Off _____<br>Total _____  | 2 Start _____<br>Off _____<br>Total _____  |
| 3 Start _____<br>Off _____<br>Total _____                   | 4 Start _____<br>Off _____<br>Total _____  | 5 Start _____<br>Off _____<br>Total _____  | 6 start _ _ _<br>Off _____<br>Total _____  | 7 Start _____<br>Off _____<br>Total _____  | 8 Start _____<br>Off _____<br>Total _____  | 9 Start _____<br>Off _____<br>Total _____  |
| 10 Start _____<br>Off _____<br>Total _____                  | 11 Start _____<br>Off _____<br>Total _____ | 12 Start _____<br>Off _____<br>Total _____ | 13 Start _____<br>Off _____<br>Total _____ | 14 Start _____<br>Off _____<br>Total _____ | 15 Start _____<br>Off _____<br>Total _____ | 16 Start _____<br>Off _____<br>Total _____ |
| 17 Start _____<br>Off _____<br>Total _____                  | 18 Start _____<br>Off _____<br>Total _____ | 19 Start _____<br>O f f -<br>Total _____   | 20 Start _____<br>Off _____<br>Total _____ | 21 Start _____<br>Off _____<br>Total _____ | 22 Start _____<br>Off _____<br>Total _____ | 23 Start _____<br>Off _____<br>Total _____ |
| 24 Start _____<br>Off _____<br>Total _____                  | 25 Start _____<br>Off _____<br>Total _____ | 26 start -<br>Off _____<br>Total _____     | 27 Start _____<br>Off _____<br>Total _____ | 28 start -<br>Off _____<br>Total _____     | 29 Start _____<br>Off _____<br>Total _____ | 30 Start _____<br>Off _____<br>Total _____ |

IMPORTANT DATES \_\_\_\_\_

**BUY UNION**

**MAY 1994**

**BUY CANADIAN**

| SUNDAY                                     | MONDAY                                     | TUESDAY                                    | WEDNESDAY                                  | THURSDAY                                   | FRIDAY                                     | SATURDAY                                   |
|--|--|--|--|--|--|--|
| 1 Start _____<br>Off _____<br>Total _____  | 2 Start _____<br>Off _____<br>Total _____  | 3 Start _____<br>Off _____<br>Total _____  | 4 Start _____<br>Off _____<br>Total _____  | 5 Start _____<br>Off _____<br>Total _____  | 6 Start _____<br>Off _____<br>Total _____  | 7 Start _____<br>Off _____<br>Total _____  |
| 8 Start _____<br>Off _____<br>Total _____  | 9 start--,-                                | 10 Start _____<br>Off _____<br>Total _____ | 11 Start _____<br>Off _____<br>Total _____ | 12 Start _____<br>Off _____<br>Total _____ | 13 Start _____<br>Off _____<br>Total _____ | 14 Start _____<br>Off _____<br>Total _____ |
| 15 Start _____<br>Off _____<br>Total _____ | 16 Start _____<br>Off _____<br>Total _____ | 17 Start _____<br>Off _____<br>Total _____ | 18 Start _____<br>Off _____<br>Total _____ | 19 Start _____<br>Off _____<br>Total _____ | 20 Start _____<br>Off _____<br>Total _____ | 21 start -                                 |
| 22 Start _____<br>Off _____<br>Total _____ | 23 Start _____<br>Off _____<br>Total _____ | 24 Start _____<br>Off _____<br>Total _____ | 25 Start _____<br>Off _____<br>Total _____ | 26 Start _____<br>Off _____<br>Total _____ | 27 Start _____<br>Off _____<br>Total _____ | 28 Start _____<br>Off _____<br>Total _____ |
| 29 Start _____<br>Off _____<br>Total _____ | 30 Start _____<br>Off _____<br>Total _____ | 31 Start _____<br>Off _____<br>Total _____ | Start _____<br>Off _____<br>Total _____    | Start _____<br>Off _____<br>Total _____    | Start _____<br>Off _____<br>Total _____    | Start _____<br>Off _____<br>Total _____    |

IMPORTANT DATES \_\_\_\_\_

**BUY UNION**

**JUNE 1994**

**BUY CANADIAN**

| SUNDAY                                     | MONDAY                                     | TUESDAY                                    | WEDNESDAY                                  | THURSDAY                                   | FRIDAY                                     | SATURDAY                                   |
|--|--|--|--|--|--|--|
| Start _____<br>Off _____<br>Total _____    | Start _____<br>Off _____<br>Total _____    | Start _____<br>Off _____<br>Total _____    | 1 Start _____<br>Off _____<br>Total _____  | 2 Start _____<br>Off _____<br>Total _____  | 3 Start _____<br>Off _____<br>Total _____  | 4 Start _____<br>Off _____<br>Total _____  |
| 5 Start _____<br>Off _____<br>Total _____  | 6 Start _____<br>Off _____<br>Total _____  | 7 Start _____<br>Off _____<br>Total _____  | 8 Start _____<br>Off _____<br>Total _____  | 9 Start _____<br>Off _____<br>Total _____  | 10 Start _____<br>Off _____<br>Total _____ | 11 Start _____<br>Off _____<br>Total _____ |
| 12 Start _____<br>Off _____<br>Total _____ | 13 Start _____<br>Off _____<br>Total _____ | 14 Start _____<br>Off _____<br>Total _____ | 15 Start _____<br>Off _____<br>Total _____ | 16 Start _____<br>Off _____<br>Total _____ | 17 start _____<br>Off _____<br>Total _____ | 18 Start _____<br>Off _____<br>Total _____ |
| 19 Start _____<br>Off _____<br>Total _____ | 20 Start _____<br>Off _____<br>Total _____ | 21 Start _____<br>Off _____<br>Total _____ | 22 Stan _____<br>Off _____<br>Total _____  | 23 Start _____<br>Off _____<br>Total _____ | 24 Start _____<br>Off _____<br>Total _____ | 25 Start _____<br>Off _____<br>Total _____ |
| 26 Start _____<br>Off _____<br>Total _____ | 27 Start _____<br>Off _____<br>Total _____ | 28 Start _____<br>Off _____<br>Total _____ | 29 Start _____<br>Off _____<br>Total _____ | 30 Start _____<br>Off _____<br>Total _____ | Start _____<br>Off _____<br>Total _____    | Start _____<br>Off _____<br>Total _____    |

**COLLECTIVE AGREEMENT**

between

**ZEHRS MARKETS**

A Division of Zehmart Limited

and

**UNITED FOOD  
AND COMMERCIAL  
WORKERS UNION  
LOCAL 1977**

June 29, 1992

to

June 28, 1994



