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**COLLECTIVE
AGREEMENT**

Between

**THE GREAT ATLANTIC & PACIFIC
COMPANY OF CANADA LIMITED**

— and —

**RETAIL, WHOLESALE AND
DEPARTMENT STORE UNION,
LOCAL 414**

Expiry: February 16, 1991

ENTERED

1991 FEB 16

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COLLECTIVE AGREEMENT

This Agreement made this 23rd day of July, 1989.

Between:

THE GREAT ATLANTIC & PACIFIC COMPANY
OF CANADA LIMITED, (herein called the
"Company")

Of the First ~~Part~~

- and -

RETAIL, WHOLESALE AND DEPARTMENT
STORE UNION, LOCAL 414, AFL: CIO: CLC,
(herein called the "Union")

Of the Second ~~Part~~

PREAMBLE

The purpose and the intent of this Agreement is to promote cooperation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Company, to promote efficiency and service, as well as to cover wages, hours and working conditions.

It is further agreed that the development of the proper relationship can only be achieved and maintained by a reasonable and sensible approach to the problem, at the same time recognizing that the best possible working conditions are the objective of both parties but also ~~realiz~~ing that the thinking in the matter must in an overall way, be properly related to competitors and to local conditions.

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Article I
RECOGNITION

1.01 The Company recognizes the Union as the exclusive bargaining agent of all employees at its Grocery, Produce and Frozen Food Distribution Centres at Metropolitan Toronto and the Region of Peel regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period (May 1st to September 15th), save and except those employees covered by a subsisting Collective Agreement between the parties,

1.02 The term "employee" or "employees" as used in this Agreement, unless clearly specified otherwise shall mean only those employees who are included in the bargaining unit as described in Section 1.01 above.

Article II
MANAGEMENT FUNCTIONS

2.01 The Union acknowledges that it is the exclusive function of the Company to:

- (a) maintain order, discipline and efficiency;
- (b) generally to manage the enterprises in which the Company is engaged and without restricting the generality of the foregoing, the right to plan, direct and control operations, direct the work forces, determine the number of personnel required from time to time, the standards of performance, the number and location of Distribution Centres and facilities, services to be performed and the methods, procedures and equipment in connection therewith, determine the goods to be handled and produced and the methods, processes and means of production and

the control of material to be incorporated in the products produced, the products to be handled, the schedules of work, the extension, limitation, curtailment or cessation of operations;

- (c) hire, discharge, direct, transfer, classify, promote, demote, lay-off, recall and suspend or otherwise discipline employees subject to the right of an employee to lodge a grievance in the manner provided in Article VII.

Article III SENIORITY

3.01 An employee will be on probation until after he has completed two hundred and forty (240) worked hours of employment with the Company. Upon completion of such probationary period, the employee's name shall be placed on the appropriate seniority list from the date of hire. The dismissal of a probationary employee shall not be subject to a grievance.

3.02 The Company agrees to **post** in each Distribution Centre quarterly the revised seniority list, with copies to the Union office and the Unit Chairman. Seniority for all purposes will be on an individual Distribution Centre basis, except that in the case of the application of Section 3.03 seniority will be on the basis of all Distribution Centres.

3.03 When the Company determines that it requires additional full-time employees, the Company will give preference to part-time employees and will consider the following factors in making its determination:

- (a) qualifications and ability to perform the **work**
- (b) availability

- (c) physical fitness
- (d) seniority

It is agreed that where factors (a), (b) and (c) are relatively equal, seniority as herein defined will govern. Should such employee, advanced to full-time probationary status, fail to complete such probation for reasons other than misconduct, he shall be reverted to part-time status and shall be credited with his last part-time start date.

3.04 An employee shall be deemed to have terminated employment if he:

- (a) voluntarily quits;
- (b) is discharged for cause and the discharge is not reversed through the grievance procedure;
- (c) has a continuous unreported absence for two (2) scheduled ~~work~~ days without permission or without a reason satisfactory to the Company;
- (d) is not called in for a period of eight (8) consecutive weeks; ~~or~~
- (e) fails to return to ~~work~~ at the expiration of a Leave of Absence without a reason satisfactory to the Company.

3.05 It shall be the duty of employees to notify the Company promptly on forms supplied by the Company, of any change in address, telephone number, marital status, number of dependents, or other related information that may be required from time to time. If an employee fails to do this, the Company will not be responsible for failure to comply with any part of this Agreement where such information is necessary in order to comply. The Company will supply to the Local will supply to the Local Union Office a list of the names and addresses as well as a list

of telephone numbers of the employees not less than twice yearly.

3.06 An employee of one Distribution Centre who requests a permanent transfer to another Distribution Centre will be so transferred when a vacancy occurs, and his seniority will be transferred to the seniority list of the second Distribution Centre. Once transferred, such employee will not be allowed to submit a request for a subsequent transfer for twelve **(12)** months.

Article N LEAVE OF ABSENCE

4.01 All requests for personal leave of absence shall be made to the Manager, Personnel through the Distribution Centre Manager or his appointee in writing by the employee concerned and the letter should indicate in full the reason for requesting the leave of absence.

The granting or refusal of all such leaves of absence shall be at the discretion of the Company and shall be made in writing to the employee concerned with a copy to the Union Office, within fourteen **(14)** days of the receipt of the written request, except that in the case of an emergency, the Manager, Personnel, or his appointee undertakes to reply to the written request as soon as possible.

Any leave of absence in excess of one **(1)** day granted in conjunction with the employee's vacation will be deemed to follow his vacation period.

4.02 Leave of Absence to attend the biannual Union Convention and the biannual Stewards' Conference will be granted without pay, and without loss of seniority, provided that written notice is given to the Company ~~by~~ the Union as soon as possible but no later than one **(1)**

month in advance, and provided that not more than three (3) employees are absent for such purpose at any one (1) time.

4.03 If an employee is elected to an office in the Union, and the performance of such office requires leave of absence, such leave of absence (up to a maximum of six (6) months) without pay, shall be arranged between the Union, the employee and the Company. Leave of absence shall state the length of time the employee may be absent. Such employee shall be restored without loss of seniority to his former position, or to a similar position, as soon as it is available, at the then prevailing wage rate at the expiration of his leave of absence. This provision becomes void if the absence exceeds the period granted.

Article V
STRIKES AND LOCK-OUTS

5.01 In view of the arrangements provided by this Agreement for the disposition of any grievance as herein provided, the Company agrees that there will be no lock-out of employees and the Union agrees there will be no strike, slowdown, sit-down or other action which interferes with work or operations, or picketing of any kind or form whatsoever, however peaceful.

Article VI
NEGOTIATING COMMITTEE

6.01 The Company agrees to recognize a Negotiating Committee of not more than ~~three~~ (3) employees for the purpose of negotiating with the Company with respect to any renewal of this Agreement as provided herein.

Article VII
GRIEVANCE PROCEDURE

7.01 It is the mutual desire of the parties hereto that complaints or grievances of employees shall be adjusted as quickly as possible. A grievance concerning the interpretation, application or alleged violation of this Agreement may be processed within five (5) working days after the circumstances giving rise to the grievance originate or occur in the following manner and sequence.

The employee concerned and the Steward if he is available must discuss the complaint or grievance with the immediate Supervisor; failing settlement:

Step 1

Within the above time limits, the written grievance shall be submitted **by** the employee to the Distribution Centre Manager or his appointee. The grievance shall be signed **by** the employee and shall set out the **nature** of the grievance, the contract sections violated, and the remedy sought. The Distribution Centre Manager, or **his appointee** shall hold a meeting of Company representatives with the Grievor, the Grievance Committee, and the Business Agent at a mutually agreed upon time within five (5) working **days following** receipt **by** him of the written grievance.

The Distribution Centre Manager, or his appointee, shall deliver his decision within five (5) working **days after** such meeting; failing settlement:

(If the reply at **Step No. 1** is unsatisfactory, the grievance shall be turned Over to the Union Grievance Committee or the Business Agent who **shall** determine if the grievance should be carried **to** Step No. 2).

Step No. 2

Within five (5) working days after the decision is given under Step No. 1, the grievance may be submitted in writing to the Manager, Industrial Relations. If requested, a meeting *may* be held within a further period of five (5) working days between the Manager, Industrial Relations and/or his appointee, the Grievance Committee, and the Business Agent. The Manager, Industrial Relations, or his appointee's decision shall be delivered in writing within five (5) working days following the date of such meeting.

7.02 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application or **alleged** violation of this Agreement, including any question as to whether a grievance is arbitrable, such grievance *may* be submitted to arbitration as hereinafter provided and if no written request for arbitration is received within ten (10) working days after the decision under Step No. 2 is given, it shall be deemed to have been abandoned.

7.03 A policy grievance arising directly between the Company and the Union involving the interpretation, application or alleged violation of this Agreement shall be submitted in writing **by** the Business Agent. The parties agree that such a grievance shall not be submitted solely to circumvent the normal Grievance Procedure provided in Section 7.01.

In the case of the Union, such a grievance shall be submitted in writing, commencing at Step No. 2 of the Grievance Procedure, within fifteen (15) working days after the circumstances giving rise to the grievance originate or occur. In the case of the Company, such a grievance shall first be presented in writing to the Union within five (5) working days thereafter between representatives of the

parties. Failing settlement, then within five (5) working days thereafter, the grievance may be referred to arbitration as hereinafter provided.

7.04 Should any employee grievance not be submitted within the time limits specified in this Article, it shall be considered to have **been** settled on the basis of the Company's reply to the grievance. If no written decision has been given to an employee within the time limits specified above, the employee shall be entitled to submit the grievance to the next stage including arbitration.

7.05 A claim **by** an employee who has completed his probationary period that he has **been** suspended or discharged without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Distribution Centre Manager within four (4) working days after the employee is suspended or discharged. Such suspension or discharge grievance **may** be dealt with under the Grievance Procedure **by**:

- (a) confirming the Company's action in suspending or dismissing the employee; or
- (b) reinstating the employee with or without compensation for time lost; or
- (c) **by** any other arrangement which is just in the opinion of the parties or the Arbitration Board, if appointed.

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

Should an employee give false or misleading information in the completion of his Application for Employment Form or about his medical history, it will be considered just cause for discharge.

7.06 The Company agrees to recognize a Grievance Committee of not more than two (2) employees for the

purpose of meeting with the Company in accordance with Step No. 1 and No. 2 of the Grievance Procedure. It is agreed that such Committeemen, ~~Stewards~~ and other Local Union officials have their regular duties to perform on behalf of the Company and that such ~~persons will~~ not leave their regular duties without receiving permission from their immediate supervisor, which permission will not be unreasonably withheld.

In accordance with this understanding, the Company will compensate such Committeemen at their regular straight time hourly rate for time spent at such meetings during their regular working hours. An off-duty member of the Grievance Committee and/or Steward will not be paid for time spent at such meeting.

7.07 A steward will be present if on duty when an employee is disciplined, suspended or discharged. If a steward is not on duty at such time, a member of the bargaining unit will be present. The employee *may* request that the Steward, or in his absence the member of the bargaining unit, leave the meeting.

Any reprimand, warning or disciplinary measure that becomes part of an employee's record ~~regarding~~ his work or conduct, other than a verbal warning, will be ~~confirmed~~ in writing, with a copy to the employee.

7.08 The Union agrees to notify the Company in writing of the names of all Stewards and the Distribution Centre for which they are responsible. No employee will be recognized ~~by~~ the Company as a Union Steward unless the Company has been properly notified as set out above. Whenever the Union provides the Company with an amended list of stewards for a Distribution Centre, the Company will post such list at the Distribution Centre for a period of **two** (2) weeks following the date of receipt.

7.09 Disciplinary warnings and/or reprimands, with the exception of those pertaining to Article 5.01, which pre-date a disciplinary action by more than thirty-six (36) months shall not be adduced in evidence in any subsequent disciplinary proceeding in which the employee is involved.

Article VIII ARBITRATION

8.01 When either party requests that a grievance be submitted to arbitration as hereinbefore provided, it shall make such request in writing addressed to the other party to this Agreement, and at the same time nominate an Arbitrator. Within five (5) working days thereafter the other party shall nominate an Arbitrator; provided, however that if such party fails to nominate an Arbitrator as herein required, the Minister of Labour for the Province of Ontario shall have the power to effect such appointment upon application thereto by the party invoking arbitration. The two Arbitrators so nominated shall confer within five (5) working days and shall attempt to select by agreement a Chairman of the Arbitration Board. If they are unable to agree upon such a Chairman within such period, they shall then request the Minister of Labour for the Province of Ontario to appoint an impartial Chairman.

8.02 No person shall be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance or in processing the grievance.

8.03 The Arbitration Board shall not make any decision inconsistent with the provisions of the Agreement nor alter, modify or amend any part of this Agreement but shall only consider the question in dispute. No matter shall

be submitted to arbitration which has not been properly lodged and *carried* through all previous steps of the Grievance Procedure.

8.04 The unanimous or majority decision in writing of the Arbitration Board with respect to the matter coming within the jurisdiction of the Board, shall be final and binding upon the parties hereto and the employees.

8.05 Each of the parties hereto shall bear the expense of the Arbitrator appointed by or for it and the parties shall jointly and equally bear the fees and expenses, if any, of the Chairman of such Board of Arbitration.

Article IX

APPENDIX "A"

9.01 The Company agrees to pay and the Union agrees to accept for the term of this Agreement the hourly rates as set forth in Appendix "A".

- (a) Effective July 23, 1989 a general wage increase of fifty cents (.50¢) per hour to all employees on the payroll as of July 23, 1989, retro-active for all regular hours worked from February 12, 1989.
- (b) Effective July 22, 1990, a general wage increase of fifty cents (.50¢) per hour to all employees on the payroll as of July 22, 1990.
- (c) General progression increases for eligible employees shall be effective the first full week following an employee's anniversary date of employment if that anniversary date falls on a day other than Sunday.

9.02 An employee assigned to the freezer plant shall receive a premium of twenty (.20¢) cents per hour for such hours worked. It is agreed that such premium will

not become part of an employee's straight time hourly ~~rate~~ for the purpose of calculating overtime and holiday pay.

9.03 An employee who works in excess of twenty-four (24) hours per week during the period of ~~May~~ 1st to September 15th shall receive a premium of twenty-five cents (.25¢) per hour for those hours worked between 7:00 p.m. and 7:00 a.m. during the above calendar period. It is agreed that such premium will not become part of an employee's straight time hourly rate for the purpose of calculating overtime and holiday pay.

9.04 All part-time employees on the payroll of the Company as of ~~December~~ 1st in any year who have completed six (6) months' continuous service with the Company shall be entitled to a bonus of fifteen (**\$15.00**) dollars payable on or before December 15th.

All part-time employees on the payroll of the Company as of December 1st in any year who have completed (12) months' continuous service with the ~~Company~~ shall be entitled to a bonus of twenty-five dollars (**\$25.00**) payable on or before December 15th.

Article X

UNION SECURITY

10.01 All employees hired on or after the ~~date~~ of certification must become a member of the Union and remain a member in good standing during the ~~term~~ of this Agreement. New employees shall make application for membership in the Union as of date of hire. Such application will be forwarded to the Local Union Office.

10.02 All **employees must pay an amount** equivalent to union dues. **The Company** will check-off union dues for all **employees and** also initiation fees of all employees hired after **the** ratification date of this Agreement upon receipt of an **authorized form signed by the employee**. The amount deducted will be forwarded each month to a designated officer of the union at the current address of the **Local Union**.

The Company will **also** supply a statement showing the name of each employee from whose pay deductions have been made, as well as a list of the names of employees hired and terminated each month and the starting salaries of the newly hired employees.

10.03 It is **agreed** that the Union will indemnify and **save** the Company harmless from **any** and all claims which ~~may~~ be made against it **by** an employee or employees for amounts deducted from pay as **provided by** this Article.

Article XI

VISITS BY UNION REPRESENTATIVES

11.01 In accordance with the commitment of the Union that Union duties and activities will not be carried out on the Company's premises, except as otherwise specifically **provided** under this Agreement, the Business Agent of the Union after receiving prior permission from the Distribution Centre Manager, his appointee, or a Supervisor, which permission will not be unreasonably withheld, may enter the Distribution Centre during hours of employment **to** observe the performance of this Agreement **and** for the purpose of processing grievances arising under the **terms** of this Agreement. It is understood that such visits shall not unreasonably interfere with efficiency of operations. It is further understood that such Union

Business Agent will comply with Company regulations and restrictions.

Article XII

BULLETIN BOARDS

12.01 The Union ~~may~~ use the bulletin boards, arranged by terms of the subsisting Collective Agreement between the parties, for posting notices. **Any** such notice must be approved and signed by the Distribution Centre Manager, his appointee or a Supervisor before being posted on the bulletin boards.

Article XIII

RELATIONSHIP

13.01 The Company and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members because of an employee's activity or lack of activity in the Union.

Article XIV

HOURS OF WORK

14.01 The regular work day shall consist of up to eight **(8)** hours, provided that such reference is intended to provide a basis for calculating time worked and shall not be a guarantee as to hours of work per day nor as to days of work per week.

14.02 (a) It being agreed that the Company is entitled to schedule overtime work except as provided in Section 19.01 (b), authorized work performed in excess of eight

(8) hours in a day as scheduled by the Company from time to time will be paid at the rate of time and one-half his regular straight-time hourly rate.

(b) Authorized work performed in excess of eight (8) hours in a day will be offered on a seniority basis to employees of the Distribution Centre concerned of the shift on duty, provided such employees have the physical fitness, skill and ability to do the work. Should such employees not accept the overtime, then such overtime will be scheduled in accordance with the above except in reverse order of seniority.

14.03 (a) Each Sunday or Monday, an employee may submit a form supplied by the Company to the Manager of the Distribution Centre in which he works, or his appointee, indicating those times during the week commencing with the following Sunday when he might prefer not being scheduled. The Company to the best of its ability shall consider such requests when preparing the work schedule. Where skill and qualifications are relatively equal, hours of work will be scheduled among part-time employees within a Distribution Centre by seniority, to the extent that a senior employee will not be scheduled for less hours in a week than a junior employee, except where the Company is engaged in the training of an employee.

(b) Employees, who during the period ~~May~~ 1st to September 15th are employed in excess of twenty-four (24) hours per week, shall be scheduled within a Distribution Centre to work during such ~~weeks~~ on the basis of seniority, providing skill and qualifications are relatively equal. In this case, Section 14.03 (a) shall not apply. In accordance with the foregoing, seniority may be exercised for preference of hours as such hours may be scheduled by the Company, provided that once an employee has exercised

his preference, he may not do so again during the period of May 1st to September 15th that year.

(c) A schedule showing the employees' hours of work for the following week will be **posted** Thursday **by** 4:00 p.m. It is agreed that such posting does not constitute a guarantee of work for that week. If a part-time employee is scheduled to report for work, and work is not available, he will be notified at least one (1) hour in advance of his scheduled starting time not to report for work.

14.04 An employee will be granted a one-half (1/2) hour meal period without pay, provided the hours worked on a shift are in excess of five (5).

14.05 An employee will be granted a fifteen (15) minute rest period during each four (4) hour period of work.

(a) If an employee is required to work ten (10) hours or more he shall:

(i) Be granted a fifteen (15) minute rest period, as soon as possible after the ninth hour of work.

(ii) Be paid a meal allowance of \$3.00, **by** payroll payment.

14.06 An employee is expected to attend work regularly in accordance with the work schedule. When unable to report, he must advise the Distribution Centre Manager or his appointee as far in advance as possible but no later than one (1) hour in advance of his starting time, giving the **reason** why he is unable to report, and when he expects to be available for work. An employee absent for an extended period due to illness or disability must advise the Company as frequently as requested regarding his progress, and should advise the Company of the date of his availability for work, as far in advance as possible, so that hours can be assigned in accordance with Section 14.03.

14.07 An employee shall not be scheduled or called-in for less than four (4) hours of work on a day. If the Company needs to call in an employee and such call-in could result in a junior employee working more regular hours in that week than a senior employee for reasons other than physical fitness, skill and ability, or availability, a steward or in his absence, another employee will be present when the call is made, if the call originates from the Distribution Centre at a time when other employees are working.

**Article XV
SPECIFIED HOLIDAYS**

15.01 An employee shall receive the following specified holidays, or the day declared by the Company as the specified holiday, with pay:

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

An employee does not qualify for a paid holiday if the employee:

- (a) is employed for less than three (3) months;
- (b) does not work at least ~~ten~~ (10) days of the four (4) work ~~weeks~~ preceding the holiday;
- (c) does not work on his regular assigned day of work preceding and following the holiday;
- (d) having agreed to work on a public holiday does not report for and ~~perform~~ work without a reason satisfactory to the Company.

Providing that the above conditions have been met, the number of specified holiday hours (~~to a maximum of eight~~) that an employee shall be credited with in each instance,

payable at his regular straight-time hourly rate of pay, shall be the average of the employee's daily hours of work exclusive of overtime for the days worked in the thirteen (13) week period immediately preceding a specified holiday. Such payments shall be made within three (3) weeks of a holiday except for reasons beyond the control of the Company.

Employees shall receive the benefit of any additional official holiday that may be proclaimed under Federal or Provincial statute during the life of this Agreement.

15.01 (a) An employee who works on a specified holiday, or on the day as declared by the Company as the specified holiday, will be paid for authorized work performed on such day at one and one-half (1-1/2) times his regular straight-time hourly rate of pay in addition to any holiday pay to which he may be entitled.

(b) Each Distribution Centre will, ten (10) working days in advance of a specified holiday, announce whether work will be performed on the specified holiday.

Article XVI VACATION

16.01 Vacation as per the Employment Standards Act, except that an employee who has five (5) years' service as of May 1st in a calendar year shall receive vacation pay equal to five (5%) percent of the employee's prior year's earnings. Such payment shall be made by May 1st for the prior year.

16.02 Providing an employee makes a request in writing to the Distribution Centre Manager at least six (6) weeks in advance on a form supplied by the Company, he may be granted time off for vacation up to a maximum of two

(2) weeks in a calendar year in accordance with the Employment Standards Act, on the basis that the Company at its discretion shall endeavour to allow an employee to take vacation in accordance with his preference. The Company shall respond to such request within ten (10) working days following the request being made.

Article XVII
PROTECTIVE CLOTHING

17.01 (a) The Company agrees to continue to provide protective clothing upon the same basis as in effect immediately prior to the execution date of this Agreement. Gloves shall be available upon request when deemed necessary, providing the old pair is, where applicable, returned at the time of the request. The Company will provide upon request one (1) apron or one (1) smock during the life of the Collective Agreement to those employees of the Perishable Product Distribution Centre who have completed nine (9) months or more of service, and who regularly perform selecting duties in the meat and produce coolers.

(b) The Company will pay an amount of fifty (\$50.00) dollars to an employee with nine (9) months or more of service as reimbursement for Company approved protective footwear once during each calendar year, upon proof of purchase.

Article XVIII
EMPLOYEE INJURIES

18.01 If an employee is injured while at work and is required to leave the Distribution Centre for medical attention, he will be paid his regular straight time hourly

- rate of pay for the balance of his shift during which the accident occurred, provided such injury requires his absence from work for the balance of the shift.

Article XIX

PART-TIME EMPLOYEES

19.01 (a) The Union recognizes that the Company will continue to require the use of part-time employees from time to time, on the basis that the foregoing shall not constitute a guarantee of work. In accordance with this understanding the Company agrees that part-time employees shall not be used to the extent they displace seniority full-time employees and shall not be used to prevent the hiring of full-time employees except for reasons beyond the control of the Company.

(b) No part-time or student employees will work over eight (8) hours in any one (1) shift unless the Seniority full-time employees on that shift who are qualified to do the work. are not available.

Article XX

GENERAL

20.01 The Company agrees to pay fourteen (.14¢) cents per hour for all straight time hours worked in the Distribution Centres, into the Ontario Retail Employees Dental Benefit Trust Fund, during the term of this Agreement. Such contribution will not be paid for overtime hours. In the event of plan changes or increased costs resulting in an increase in the per hour contribution of member companies, the Company agrees to pay the same hourly contribution through the life of this Agreement.

Article XXI
SUCCESSORS AND ASSIGNS



21.01 This Agreement shall be binding on the Company and its successors and assigns and will continue to be binding on the Union and the employees covered by this Agreement.

Article XXII
DURATION AND TERMINATION

22.01 ~~This Agreement shall continue in effect until the 16th day of February, 1991, and shall continue automatically thereafter for annual periods of one (1) year each, unless either party notifies the other in writing during the period of ninety (90) days prior to the expiration date that it desires to amend or terminate the Agreement.~~

22.02 Any proposed amendments will be exchanged within two (2) weeks of such notice and negotiations will commence within three (3) weeks following the exchange of the proposed amendments, or at such time as is mutually agreed upon by the parties, following the exchange of the proposed amendments.

In Witness Whereof each of the parties has caused this Agreement to be signed by its duly authorized representatives this 7th day of September, 1989.

FOR **THE** COMPANY:

T. A. Zakrzewski
Dana Stevens

FOR **THE** UNION:

T. Lucchetta
D. Lee
A. Player
D. Garvey

Appendix "A"
WAGE RATES

General Progression Rates	Effective July 23, 1989	Effective July 22, 1990
Start	\$ 6.29	\$ 6.29
3 Months	6.89	6.99
6 Months	7.70	7.80
9 Months	8.24	8.34
12 Months	9.05	9.15
18 Months	9.32	9.42
24 Months	9.59	9.69
30 Months	9.86	9.96
36 Months	10.58	11.08

Light Duty Progression Rates (Cage Area)	Effective July 23, 1989	Effective July 22, 1990
Start	\$ 5.10	\$ 5.10
3 Months	5.53	5.63
6 Months	6.02	6.12
9 Months	6.56	6.66
12 Months	7.16	7.26
18 Months	7.26	7.36
24 Months	7.43	7.53
30 Months	7.53	7.63
36 Months	8.15	8.65

LETTER OF UNDERSTANDING'

Retail, Wholesale & Department Store Union
15 Gervais Drive
DON MILLS, Ontario
M3C 1Y8

Attention: Mr. D. Garvey

Dear Sirs:

This will confirm the understanding reached by the parties with respect to the Collective Agreement dated the 23rd day of July, 1989 relating to the following issue:

Part-time employees (persons regularly employed for not more than twenty-four (24) hours per week) may, during the period May 1st to September 15th, be regularly employed in excess of twenty-four (24) hours per week for the purpose of vacation relief, in the same manner as students. If utilized for the purpose of vacation relief during this period, such part-time employees shall not be entitled to reclassification to full-time status, and shall not be recognized under Section 1.01 of the Collective Agreement covering full-time employees, but shall be subject to the provisions of the Collective Agreement covering part-time and student employees.

The foregoing is not intended to restrict part-time employees from applying for a permanent full-time job if the Company determines that it requires additional full-time employees during this period.

Sincerely,

D.M. Stevens
Manager,
Industrial Relations

DMS:pem

The foregoing is hereby acknowledged and agreed to on behalf of the Retail, Wholesale and Department Store Union, Local 414.

Dan Garvey

LETTER OF UNDERSTANDING

Retail, Wholesale & Department Store Union
15 Gervais Drive
DON MILLS, Ontario
M3C 1Y8

Attention: Mr. D. Garvey

Dear Sirs:

This will confirm the understanding reached by the parties with respect to the Collective Agreement dated the 23rd day of July, 1989 relating to Section 20.01:

In conjunction with the reduction in pay of all part-time employees by five (.05¢) cents per hour that **was** effected on September 5, 1983, the Company shall continue to submit to the Ontario Retail Employee's Dental Benefit Trust Fund an additional payment of five (.05¢) cents per hour for all straight-time hours worked **by** the above group of employees.

Sincerely,

D.M. Stevens
Manager,
Industrial Relations

DMS:pem

The foregoing is hereby acknowledged and agreed to on behalf of the Retail, Wholesale and Department Store Union, Local 414.

1989

JANUARY							JULY						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7	2	3	4	5	6	7	8
8	9	10	11	12	13	14	9	10	11	12	13	14	15
15	16	17	18	19	20	21	16	17	18	19	20	21	22
22	23	24	25	26	27	28	23	24	25	26	27	28	29
29	30	31					30	31					

FEBRUARY							AUGUST							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	
			1	2	3	4				1	2	3	4	5
5	6	7	8	9	10	11	6	7	8	9	10	11	12	
12	13	14	15	16	17	18	13	14	15	16	17	18	19	
19	20	21	22	23	24	25	20	21	22	23	24	25	26	
26	27	28					27	28	29	30	31			

MARCH							SEPTEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4						1	2
5	6	7	8	9	10	11	3	4	5	6	7	8	9
12	13	14	15	16	17	18	10	11	12	13	14	15	16
19	20	21	22	23	24	25	17	18	19	20	21	22	23
26	27	28	29	30	31		24	25	26	27	28	29	30

APRIL							OCTOBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1	1	2	3	4	5	6	7
2	3	4	5	6	7	8	8	9	10	11	12	13	14
9	10	11	12	13	14	15	15	16	17	18	19	20	21
16	17	18	19	20	21	22	22	23	24	25	26	27	28
23	24	25	26	27	28	29	29	30	31				
30													

MAY							NOVEMBER								
S	M	T	W	T	F	S	S	M	T	W	T	F	S		
						1						1	2	3	4
7	8	9	10	11	12	13	5	6	7	8	9	10	11		
14	15	16	17	18	19	20	12	13	14	15	16	17	18		
21	22	23	24	25	26	27	19	20	21	22	23	24	25		
28	29	30	31				26	27	28	29	30				

JUNE							DECEMBER							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	
						1							1	2
4	5	6	7	8	9	10	3	4	5	6	7	8	9	
11	12	13	14	15	16	17	10	11	12	13	14	15	16	
18	19	20	21	22	23	24	17	18	19	20	21	22	23	
25	26	27	28	29	30		24	25	26	27	28	29	30	
							31							

1990

JANUARY							JULY						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6	1	2	3	4	5	6	7
7	8	9	10	11	12	13	8	9	10	11	12	13	14
14	15	16	17	18	19	20	15	16	17	18	19	20	21
21	22	23	24	25	26	27	22	23	24	25	26	27	28
28	29	30	31				29	30	31				

FEBRUARY							AUGUST						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3				1	2	3	4
4	5	6	7	8	9	10	5	6	7	8	9	10	11
11	12	13	14	15	16	17	12	13	14	15	16	17	18
18	19	20	21	22	23	24	19	20	21	22	23	24	25
25	26	27	28				26	27	28	29	30	31	

MARCH							SEPTEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3							1
4	5	6	7	8	9	10	2	3	4	5	6	7	8
11	12	13	14	15	16	17	9	10	11	12	13	14	15
18	19	20	21	22	23	24	16	17	18	19	20	21	22
25	26	27	28	29	30	31	23	24	25	26	27	28	29
							30						

APRIL							OCTOBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7	1	2	3	4	5	6	
8	9	10	11	12	13	14	7	8	9	10	11	12	13
15	16	17	18	19	20	21	14	15	16	17	18	19	20
22	23	24	25	26	27	28	21	22	23	24	25	26	27
29	30						28	29	30	31			

MAY							NOVEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5					1	2	3
6	7	8	9	10	11	12	4	5	6	7	8	9	10
13	14	15	16	17	18	19	11	12	13	14	15	16	17
20	21	22	23	24	25	26	18	19	20	21	22	23	24
27	28	29	30	31			25	26	27	28	29	30	

JUNE							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2							1
3	4	5	6	7	8	9	2	3	4	5	6	7	8
10	11	12	13	14	15	16	9	10	11	12	13	14	15
17	18	19	20	21	22	23	16	17	18	19	20	21	22
24	25	26	27	28	29	30	23	24	25	26	27	28	29
							30	31					

1991

JANUARY							JULY									
S	M	T	W	T	F	S	S	M	T	W	T	F	S			
		1	2	3	4	5			1	2	3	4	5	6		
6	7	8	9	10	11	12	7	8	9	10	11	12	13			
13	14	15	16	17	18	19	14	15	16	17	18	19	20			
20	21	22	23	24	25	26	21	22	23	24	25	26	27			
27	28	29	30	31			28	29	30	31						
FEBRUARY							AUGUST									
S	M	T	W	T	F	S	S	M	T	W	T	F	S			
					1	2						1	2	3		
3	4	5	6	7	8	9	4	5	6	7	8	9	10			
10	11	12	13	14	15	16	11	12	13	14	15	16	17			
17	18	19	20	21	22	23	18	19	20	21	22	23	24			
24	25	26	27	28			25	26	27	28	29	30	31			
MARCH							SEPTEMBER									
S	M	T	W	T	F	S	S	M	T	W	T	F	S			
					1	2			1	2	3	4	5	6	7	
3	4	5	6	7	8	9	8	9	10	11	12	13	14			
10	11	12	13	14	15	16	15	16	17	18	19	20	21			
17	18	19	20	21	22	23	22	23	24	25	26	27	28			
24	25	26	27	28	29	30	29	30								
31																
APRIL							OCTOBER									
S	M	T	W	T	F	S	S	M	T	W	T	F	S			
		1	2	3	4	5	6			1	2	3	4	5		
7	8	9	10	11	12	13	6	7	8	9	10	11	12			
14	15	16	17	18	19	20	13	14	15	16	17	18	19			
21	22	23	24	25	26	27	20	21	22	23	24	25	26			
28	29	30					27	28	29	30	31					
MAY							NOVEMBER									
S	M	T	W	T	F	S	S	M	T	W	T	F	S			
				1	2	3	4						1	2		
5	6	7	8	9	10	11	3	4	5	6	7	8	9			
12	13	14	15	16	17	18	10	11	12	13	14	15	16			
19	20	21	22	23	24	25	17	18	19	20	21	22	23			
26	27	28	29	30	31		24	25	26	27	28	29	30			
JUNE							DECEMBER									
S	M	T	W	T	F	S	S	M	T	W	T	F	S			
						1	8			1	2	3	4	5	6	7
2	3	4	5	6	7	8	8	9	10	11	12	13	14			
9	10	11	12	13	14	15	15	16	17	18	19	20	21			
16	17	18	19	20	21	22	22	23	24	25	26	27	28			
23	24	25	26	27	28	29	29	30	31							
30																